



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVE * SEASIDE, CA 93955

Telephone (831) 899-6825

BOARD MEMBER

Jon Wizard **District Member**

*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*

Michael J. Whilden

*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*

SPECIAL MEETING AGENDA

Board of Directors

Tuesday, December 18, 2018, 9:30 AM

City of Seaside Conference Room

440 Harcourt Ave, Seaside, CA 93955

1. **CALL TO ORDER**

Jerry Blackwelder
Pat Lintell
Jon Wizard

First Vice Chair
Second Vice Chair
District Member

2. **ROLL CALL**

3. **ELECTION OF OFFICERS 2019**

4. **CONSENT AGENDA**

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

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

RECOMMENDATION: That the minutes be reviewed and approved.

B. **RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR NOVEMBER 2018**

PURPOSE: Receive Seaside County Sanitation District Operations Report for November 2018.

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

C. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$6,500 FOR THE SAND CITY WEST END SEWER ANALYSIS 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 services for the Sand City West End Sewer Analysis Project.

The EIR for the Sand City West End Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

RECOMMENDATION: It is recommended that the Board adopt a resolution to approve the Professional Services Agreement with Wallace Group for an amount not to exceed \$6,500 to provide professional engineering and technical services for the Sand City West End Sewer Analysis Project and authorize the District Manager to execute the agreement.

D. FUNDING AGREEMENT WITH DBO DEVELOPMENT NO. 30, LLC FOR THE SAND CITY WEST END SEWER ANALYSIS PROJECT

PURPOSE: The purpose of this item is for the District's Board to consider approval of a funding agreement with DBO Development No. 30, LLC for the Sand City West End Sewer Analysis Project.

The EIR for the Sand City West End Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

RECOMMENDATION: It is recommended that the Board adopt a resolution approving the Funding Agreement with DBO Development No. 30, LLC for the Sand City West End Sewer Analysis Project and authorize the District Manager to execute the agreement.

5. NEW BUSINESS

A. APPROVE A CONTRACT WITH MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED DOLLARS (\$1,683,200) FOR LIFT STATIONS UPGRADES.

PURPOSE: The purpose of this item is for the District's Board to consider approval of a resolution authorizing a Construction Contract Agreement with Monterey Peninsula Engineering to provide all labor, material, equipment, and services necessary to complete the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations.

Environmental Compliance: The Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations is considered categorically exempt and the Notice of Exemption was filed in September 20, 2017 with the Monterey County Clerk's Office.

RECOMMENDATION: It is recommended the District Board adopt a resolution awarding a Construction Contract Agreement with Monterey Peninsula Engineering for an amount not to exceed One Million Six Hundred Eighty Three Thousand Two Hundred Dollars (\$1,683,200) to provide all labor, material, equipment, and services necessary to complete the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations and authorizing the District Manager to execute the Construction Contract Agreement.

B. AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED EIGHT THOUSAND THIRTY FIVE DOLLARS (\$8,035) FOR PREPARATION OF CULTURAL RESOURCES SURVEY FOR THE CANYON DEL REY BOULEVARD SEWER REPLACEMENT PROJECT

PURPOSE: The purpose of this item is to consider amending an agreement with Harris & Associates to provide professional services for the preparation of a cultural resources survey and technical report in support of the Canyon Del Rey Boulevard Sewer Replacement Project.

ENVIRONMENTAL COMPLIANCE

The proposed amendment is to assist with preparation of environmental documents. Appropriate environmental determinations will be completed prior to award of the construction contract.

RECOMMENDATION: It is recommended the District Board adopt the attached resolution amending the professional services agreement with Harris & Associates for an amount not to exceed Eight Thousand Thirty Five Dollars (\$8,035) to prepare cultural resources survey and technical report in support of the Canyon Del Rey Boulevard Sewer Replacement Project and authorizing the District Manager to execute the Amendment.

C. APPROVE MASTER TAXING ENTITY AGREEMENT WITH CITY OF SEASIDE

PURPOSE: The purpose of this time is to receive funds related to the contemplated sale of property at the Bayonet/Black Horse.

RECOMMENDATION: It is recommended that the District Board approve the Master Taxing Entity Agreement.

6. STAFF REPORTS

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

7. **BOARD MEMBERS COMMENTS**

8. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
January 8, 2019
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, November 13, 2018 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

The meeting was called to order at 9:30 AM

2. ROLL CALL

Present: Lintell, Blackwelder, Rubio

3. REVIEW OF AGENDA

No changes were requested.

4. PUBLIC COMMENT

There were no public comments.

5. CONSENT AGENDA

On motion by Second Vice Chair Pat Lintell and seconded by First Vice Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District voted unanimously to approve the consent agenda as presented.

RESULT:	Approved
AYES:	Ralph Rubio, Pat Lintell, Jerry Blackwelder
NOES:	None
ABSENT:	None

A. APPROVAL OF MINUTES FROM THE OCTOBER 9, 2018 REGULAR MEETING.

Action: Approved

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR OCTOBER 2018.

Action: Received

6. CORRESPONDENCE

A. FATS, OIL & GREASE PROGRAM CORRESPONDENCE

District Engineer, Rick Riedl, informed Board that the letters that are part of the packet were sent out to the businesses; most of them are in good compliance. No questions from the Board.

7. STAFF REPORTS

A. RECOGNITION OF BOARD MEMBER RUBIO FOR SEVEN YEARS OF SERVICE TO THE SEASIDE COUNTY SANITATION DISTRICT

District Manager, Craig Malin, presented a plaque honoring Chair Rubio for his seven years of service to the Seaside County Sanitation District.

8. BOARD MEMBERS COMMENTS

Chair Rubio thanked Board members and staff for their work.

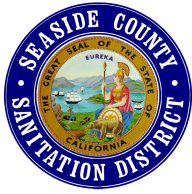
9. ADJOURNMENT

On motion, the meeting was adjourned at 9:33 AM

Respectfully Submitted,

Lesley E. Milton-Rerig, District Clerk

Ralph Rubio, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Rick Riedl, City Engineer
Billy Thomas, Junior Engineer

DATE: December 18, 2018

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

PURPOSE

Receive Seaside County Sanitation District Operations Report for November 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 November 2018.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report November_18-19
 2. Flush Map November_18-19
-

Seaside County Sanitation District Operations Report

Fiscal Year 2018/2019 Month of November

	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		0		0	9,644	98,203	9,644	98,203
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)		894		1,108		13,054	0	15,056
Stoppages								
Main Line		1		0	1	1	1	2
Laterals		0		0		7	0	7

Sewer Repairs

none

Sewers Video

none

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

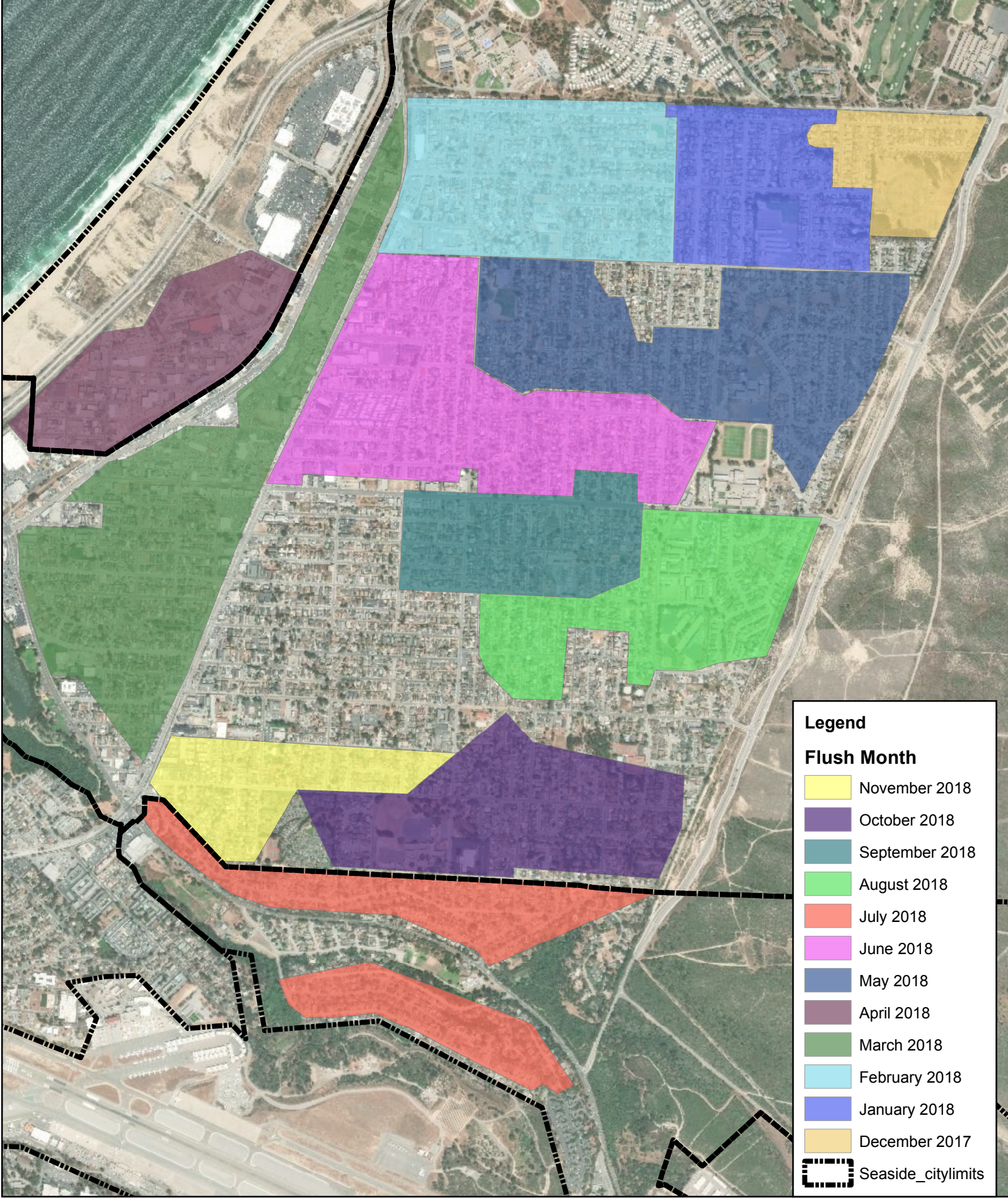
None

Sand City

None

Seaside

1775 Luzern - Mainline



Legend

Flush Month

- November 2018
- October 2018
- September 2018
- August 2018
- July 2018
- June 2018
- May 2018
- April 2018
- March 2018
- February 2018
- January 2018
- December 2017

 Seaside_citylimits



0 1,250 2,500
Feet

Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: December 18, 2018

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$6,500
FOR THE SAND CITY WEST END SEWER ANALYSIS 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 services for the Sand City West End Sewer Analysis Project.

The EIR for the Sand City West End Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

RECOMMENDATION

It is recommended that the Board adopt a resolution to approve the Professional Services Agreement with Wallace Group for an amount not to exceed \$6,500 to provide professional engineering and technical services for the Sand City West End Sewer Analysis Project and authorize the District Manager to execute the agreement.

BACKGROUND

The Sand City West End Sewer Analysis Project proposes to analyze the sewer flows from the proposed Sand City West End Project. The project is necessary to support the proposed development project in Sand City by DBO Development and would be reimbursed by the developer. Therefore, it is recommended the Board adopt a resolution approving a Professional Services agreement with the Wallace Group.

ENVIRONMENTAL DETERMINATION

The EIR for the Sand City West End Project (also known as the South of Tioga Project) was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

FISCAL IMPACT

The Professional Services Agreement with Wallace Group will be funded by the reimbursement agreement between the District and DBO Development No. 30, LLC. Therefore, no District funds would be used to support the proposed professional services agreement with the Wallace Group.

ATTACHMENTS

1. Reso Funding Agreement DBO West End
 2. Agreement with Wallace West End Sewer Analysis
-

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 SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500) FOR THE
SAND CITY WEST END SEWER ANALYSIS PROJECT**

WHEREAS, DBO Development No. 30, LLC (DBO) has a development project in the City of Sand City that includes proposed connections to the District's sewer system; and

WHEREAS, DBO's project has a Vesting Tentative Map from the City of Sand City titled "West End Sand City" dated May 31, 2018 hereinafter described as the "Project"; and

WHEREAS, the District has determined that the potential impacts to the sewer system from the Project requires professional and technical services; and

WHEREAS, the Wallace Group is on the District's approved list of Consultants to perform professional and technical services for the District; and

WHEREAS, the District desires to retain the Wallace Group to perform professional engineering services in support of the Project; and

WHEREAS, under the proposed professional services agreement with Wallace Group (Wallace) would perform sewer flow modeling for the Project, and

WHEREAS, the EIR for the Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the professional services agreement with Wallace Group in the amount of six thousand five hundred dollars (\$6,500) for professional services as described in the professional services agreement, attached hereto for the Sand City West End Sewer Analysis Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 18th day of December 2018, by the following vote:

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

ATTEST:

_____,Chair

Lesley Milton-Rerig, District Clerk

Seaside County Sanitation District

PROFESSIONAL SERVICES AGREEMENT West End Sewer Analysis

This agreement is made by and between the Seaside County Sanitation District (District), and Wallace Group (Consultant).

- A. **Engagement:** The District agrees to engage the Consultant to provide engineering services as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. **Relationship:** The Consultant is an independent contractor and is not to be considered an agent or employee of the District.
- C. **Compensation:** The District shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit A, attached hereto, not to exceed Sixty Thousand Five Hundred dollars (\$6,500.00).
- D. **Expense Reimbursement:** District will reimburse for professional services and expenses at cost upon submission of receipts.
- E. **Method of Payment:** The District shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. **Term:** The term of this agreement shall commence on December 1st and terminate 180 calendar days from commencement date.
- G. **Termination:** This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. **Indemnity:** Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused by the negligence of the District, its Council, boards, commissions, officers and employees, Consultant shall indemnify, and hold harmless the District, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, arising out of the actual negligent performance of the Consultant, in the performance of professional services provided to the District based on a comparative basis of fault. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify the District, against any responsibility or liability in contravention of Civil Code 2782.

Professional Services Agreement
West End Sewer Analysis

- I. Project Management. The District Engineer will represent the District for all purposes under this Agreement. Rick Riedl, Senior Civil Engineer is designated as the Project Manager for the District. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The District may designate an alternate Project Manager from time to time.
- J. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the District.
 - b. Materials developed under this agreement are the property of the District and may be used by the District as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. The District agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this. Agreement, unless written authorization of Consultant is first obtained.
- K. Assignment
 - a. 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 District. Because of the personal nature of the services to be rendered pursuant to this Agreement, Kari Wagner shall perform the services described in this Agreement.
 - b. Kari Wagner may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide District fourteen (14) days' notice prior to the departure of Kari Wagner from Consultant's employ. Should he/she leave Consultant's employ, the District 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 District Engineer and the Consultant.
- L. Conflict of Interest
 - a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
 - b. If District determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Consultant's and/or such other person's financial interests.
- M. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

Professional Services Agreement
West End Sewer Analysis

- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.
- c. This agreement shall be modified only by written agreement duly executed by the District and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- g. Consultant shall provide the District with a \$2,000,000/\$4,000,000 general liability certificate of insurance naming District as an additional insured, \$1,000,000 professional liability insurance and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2018

Consultant: Wallace Group

By: _____

Title: Kari Wagner, Director of Water Resources

Tom Zehnder, Principal PE C 72702

Address: 619 Clarion Ct

San Luis Obispo, CA 93401

Dated: _____, 2018

Seaside County Sanitation District

By: _____

Title:

November 27, 2018

Rick Riedl
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, California 93955

Subject: West End Sewer Analysis

Dear Mr. Riedl:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project.

PROJECT UNDERSTANDING

Whitson Engineers is preparing the engineer for the West End Development Project in Sand City. The project includes residential development and a hotel. The project is to be served by two of Seaside County Sanitation District's sewer mains; California Avenue, which flows towards Holly Street, and Tioga Avenue, which flows to Del Monte Avenue. Wallace Group is requested to review Whitson's sewer calculations and model the sewer flows using SCSD's sewer model prepared for the Sewer Master Plan. Based on our discussion, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

Task 1: Sewer Flow Monitoring Analysis

Wallace Group will review the sewer flow calculations provided to SCSD for the proposed development and provide feedback on the wastewater flows submitted. If flow generation estimates are accurate, Wallace Group will use the flows and input them into the sewer model. We will model up to four (4) different scenarios in the sewer model based on options provided by Whitson Engineers. Wallace Group will determine the impacts to the sewer collection system and provide a memorandum discussing the necessary upgrades to serve the West End Development.

Note, the sewer main on California Avenue and Holly Avenue up to Ortiz Avenue are not currently included in the sewer model. Wallace Group must add these sewer mains to the system to properly model the sewer collection system for this development. Rim and invert elevations will be required for all existing sewer mains. Wallace Group can provide survey services, or the information can be provided by Whitson Engineers. Note, the current price does not include survey services. If rim and invert elevations are to be provided by Whitson Engineers, the data must be provided on the same datum as the existing sewer model. Wallace Group will assist in providing the datum information used.

Wallace Group will participate in up to three (3) conference calls to discuss the project and the findings of the memorandum.

Deliverables:

- PDF Draft and Final Design memorandum

SCHEDULE

Upon receiving survey data, Wallace Group will complete the analysis within two (2) weeks.

ADDITIONAL SERVICES

Wallace Group can provide the following services, upon request:

- Survey
- Design services



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



TO BE PROVIDED BY THE CLIENT OR WHITSON ENGINEERS

- Flow calculations for the various units
- Survey data
- Sewer routing options

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

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

- Survey
- Design of the sewer collection system

PROJECT FEES

Wallace Group will perform the services denoted in Task 1 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$6,500 without receiving written authorization from the Client.

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

TERMS AND CONDITIONS

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

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

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

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

Signature

Printed Name

Title

Date

Attachments
kc: PP18-6552, 2017, std
Exhibit A
Exhibit B

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

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 70
Designer/Technician I - IV	\$ 75 - \$105
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist	\$145
Associate Engineer I - II	\$ 95 - \$105
Engineer I - IV	\$140 - \$155
Senior Engineer I - III	\$160 - \$170
Director	\$175
Principal Engineer	\$190
Principal	\$195

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

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

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

Invoicing and Interest Charges:

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

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP18-6552
Contract Agreement Date: November 27, 2018

CLIENT: SEASIDE COUNTY SANITATION DISTRICT
440 Harcourt Avenue, Seaside, California 93955

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said 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.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: December 18, 2018

**SUBJECT: FUNDING AGREEMENT WITH DBO DEVELOPMENT NO. 30, LLC
FOR THE SAND CITY WEST END SEWER ANALYSIS PROJECT**

PURPOSE

The purpose of this item is for the District's Board to consider approval of a funding agreement with DBO Development No. 30, LLC for the Sand City West End Sewer Analysis Project.

The EIR for the Sand City West End Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

RECOMMENDATION

It is recommended that the Board adopt a resolution approving the Funding Agreement with DBO Development No. 30, LLC for the Sand City West End Sewer Analysis Project and authorize the District Manager to execute the agreement.

BACKGROUND

DBO Development No. 30, LLC (DBO) has a development project in the City of Sand City that includes proposed connections to the District's sewer system. DBO's project has a Vesting Tentative Map from the City of Sand City titled "West End Sand City" dated May 31, 2018 hereinafter described as the "Project." The Project proposes to connect to the District's sewer collection system. The District desires to determine potential impacts to the sewer system from the Project. The determination of these impacts requires professional services. The Wallace Group is on the District's approved list of Consultants to perform professional and technical services for the District. The District desires to retain the Wallace Group to analyze the sewer flows from the proposed Sand City West End Project. The proposed funding agreement would reimburse the District for expenses related to the Project. Therefore, it is recommended the Board adopt a resolution approving a Funding agreement with the DBO Development No. 30, LLC.

ENVIRONMENTAL DETERMINATION

The EIR for the Sand City West End Project (also known as the South of Tioga Project) was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

FISCAL IMPACT

The Funding Agreement with DBO Development No. 30, LLC would reimburse the District for a proposed professional services agreement with the Wallace Group for an amount not-to-exceed \$6,500. Therefore, no District funds would be used to support the proposed professional services agreement with Wallace Group that will be considered under a separate item on this agenda.

ATTACHMENTS

1. Reso Funding Agreement DBO West End
 2. Funding Agreement DBO West End
-

RESOLUTION NO. 2018- XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
APPROVING A FUNDING AGREEMENT WITH DBO DEVELOPMENT NO. 30, LLC
FOR THE SAND CITY WEST END SEWER ANALYSIS PROJECT**

WHEREAS, DBO Development No. 30, LLC (DBO) has a development project in the City of Sand City that includes proposed connections to the District’s sewer system; and

WHEREAS, DBO’s project has a Vesting Tentative Map from the City of Sand City titled “West End Sand City” dated May 31, 2018 hereinafter described as the “Project”; and

WHEREAS, the District has determined that the potential impacts to the sewer system from the Project requires professional and technical services; and

WHEREAS, the Wallace Group is on the District’s approved list of Consultants to perform professional and technical services for the District; and

WHEREAS, the District desires to retain the Wallace Group to perform professional engineering services in support of the Project; and

WHEREAS, the proposed funding agreement would reimburse the District for expenses related to the Project, and

WHEREAS, the EIR for the Project was certified by the City of Sand City on June 5, 2018 (Clearing House #2017061066).

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the funding agreement with DBO Development No. 30, LLC to reimburse the District for professional and technical services as described in the funding agreement, attached hereto for the Sand City West End Sewer Analysis Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 18th day of December 2018, by the following vote:

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

ATTEST:

, Chair

Lesley Milton-Rerig, District Clerk

**FUNDING AGREEMENT
RELATED TO POTENTIAL SEWER IMPROVEMENTS**

THIS FUNDING AGREEMENT ("AGREEMENT") is made and entered by and between SEASIDE COUNTY SANITATION DISTRICT ("SCSD"), a special sanitation district, and DBO Development No. 30, LLC ("PROJECT DEVELOPER") (collectively, the "Parties") and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

A. PROJECT DEVELOPER is seeking to develop property within the territorial jurisdiction of SCSD located in the City of Sand City as shown on the Tentative Map titled "West End Sand City Vesting Tentative Map," dated May 31, 2018, cover page attached hereto as Exhibit "2" ("PROJECT").

B. Due to the need for potential sewer improvements for the PROJECT, the Parties have agreed that it is necessary and desirable that SCSD engage Wallace Group ("CONTRACTOR") to provide assistance and perform work to evaluate what potential sewer improvements may be needed for the PROJECT. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement ("PSA") between SCSD and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference. SCSD shall manage the work performed by CONTRACTOR.

C. PROJECT DEVELOPER will be solely responsible for all costs and expenses for work done pursuant to this AGREEMENT, including reimbursement of all payments to CONTRACTOR.

D. Funds to meet the obligations of this AGREEMENT shall be deposited with SCSD by PROJECT DEVELOPER and withdrawn by SCSD to pay CONTRACTOR. The Parties understand and agree that work shall proceed only to the extent sufficient funds are on deposit with SCSD to pay for the work being performed by CONTRACTOR.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Deposits of Funds. PROJECT DEVELOPER shall deposit with SCSD an amount equal to the CONTRACTOR's estimate of costs and expenses for performance of the work, plus an additional 15% contingency amount, in the total amount of \$6,500.00 (six thousand five hundred dollars). PROJECT DEVELOPER's deposit of the above amount with SCSD shall be a condition precedent to SCSD's obligation under this AGREEMENT.

2. Within thirty (30) days after the end of each quarter, SCSD shall provide quarterly progress reports to the PROJECT DEVELOPER showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the PROJECT). Any deposited funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT DEVELOPER.

3. Engagement of CONTRACTOR. This AGREEMENT is based on SCSD engaging CONTRACTOR in accordance with the PSA between SCSD and CONTRACTOR, attached hereto and incorporated by this reference as Exhibit "1". CONTRACTOR shall be responsible only to SCSD, and nothing in this AGREEMENT imposes any obligation on SCSD or CONTRACTOR to PROJECT DEVELOPER other than to devote the time and attention to assisting with the work concerning sewer issues for the PROJECT. SCSD shall provide direction and guidance to the CONTRACTOR. CONTRACTOR's contact(s) with PROJECT DEVELOPER shall only be through SCSD. PROJECT DEVELOPER, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT where SCSD is present.

4. No Promise or Representation. The Parties agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of SCSD to give special treatment to, or exercise its discretion favorably for the PROJECT, it being understood that PROJECT DEVELOPER's funding obligation under AGREEMENT is undertaken without regard to SCSD's actions regarding the PROJECT.

5. Term. AGREEMENT shall become effective upon the date of the last signatory to this AGREEMENT and continue through August 30, 2019, unless terminated pursuant to Paragraph 6 or amended pursuant to Paragraph 13 of AGREEMENT.

6. Termination. AGREEMENT may be terminated by PROJECT DEVELOPER or SCSD, by giving thirty (30) days' written notice to the other.

7. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

8. Negotiated Agreement. It is agreed and understood by the Parties that AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.

9. Assignment. Neither SCSD nor PROJECT DEVELOPER shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both the Parties.

11. Contracting Officer. The contracting officer of SCSD, and the only entity authorized by law to make or amend AGREEMENT on behalf of SCSD, is the SCSD Board of Directors or a SCSD employee whom they have specifically authorized.

12. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT

shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

13. Governing Law. AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

14. Construction. The language in all parts of AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

15. Conflict with Professional Services Agreement between CONTRACTOR and SCSD. In the event of a conflict between the provisions of AGREEMENT and the PSA between SCSD and CONTRACTOR, the provisions of AGREEMENT shall govern.

16. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the Parties, and that the parties are not joint venturers or partners.

17. Indemnification. PROJECT DEVELOPER agrees to defend, indemnify and hold SCSD harmless in any action brought by any third party in which the authority of the SCSD to enter into AGREEMENT or the validity of AGREEMENT is challenged.

18. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same AGREEMENT.

19. Notices. Notice to the Parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO SCSD:

Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955
Attn: Craig Malin, District Manager

TO PROJECT DEVELOPER:

DBO Development No. 30, LLC
10 Harris Court, Suite B-1
Monterey, CA 93940
Attn: Matt Nohr, (831) 649-0220, mnohr@oroscogroup.com

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

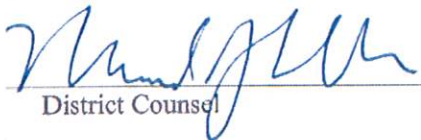
IN WITNESS WHEREOF, the Parties have executed AGREEMENT as of the day and year written below.

SEASIDE COUNTY SANITATION DISTRICT

By: _____
Craig Malin, District Manager
Seaside County Sanitation District

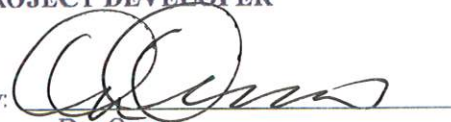
Date: _____

Approved as to form;

By: 
District Counsel

Date: 11.28.18

PROJECT DEVELOPER

By: 
Don Orosco
DBO Development No. 30, LLC

Date: 11/28/18

*INSTRUCTIONS: IF PROJECT DEVELOPER is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT DEVELOPER is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT DEVELOPER is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT DEVELOPER is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT BETWEEN WALLACE GROUP AND THE SCSD OF MONTEREY TO PROVIDE WEST END SEWER ANALYSIS

November 27, 2018

Rick Riedl
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, California 93955

Subject: West End Sewer Analysis

Dear Mr. Riedl:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project.

PROJECT UNDERSTANDING

Whitson Engineers is preparing the engineer for the West End Development Project in Sand City. The project includes residential development and a hotel. The project is to be served by two of Seaside County Sanitation District's sewer mains; California Avenue, which flows towards Holly Street, and Tioga Avenue, which flows to Del Monte Avenue. Wallace Group is requested to review Whitson's sewer calculations and model the sewer flows using SCSD's sewer model prepared for the Sewer Master Plan. Based on our discussion, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

Task 1: Sewer Flow Monitoring Analysis

Wallace Group will review the sewer flow calculations provided to SCSD for the proposed development and provide feedback on the wastewater flows submitted. If flow generation estimates are accurate, Wallace Group will use the flows and input them into the sewer model. We will model up to four (4) different scenarios in the sewer model based on options provided by Whitson Engineers. Wallace Group will determine the impacts to the sewer collection system and provide a memorandum discussing the necessary upgrades to serve the West End Development.

Note, the sewer main on California Avenue and Holly Avenue up to Ortiz Avenue are not currently included in the sewer model. Wallace Group must add these sewer mains to the system to properly model the sewer collection system for this development. Rim and invert elevations will be required for all existing sewer mains. Wallace Group can provide survey services, or the information can be provided by Whitson Engineers. Note, the current price does not include survey services. If rim and invert elevations are to be provided by Whitson Engineers, the data must be provided on the same datum as the existing sewer model. Wallace Group will assist in providing the datum information used.

Wallace Group will participate in up to three (3) conference calls to discuss the project and the findings of the memorandum.

Deliverables:

- PDF Draft and Final Design memorandum

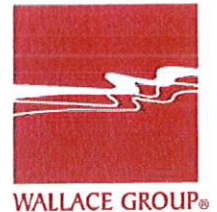
SCHEDULE

Upon receiving survey data, Wallace Group will complete the analysis within two (2) weeks.

ADDITIONAL SERVICES

Wallace Group can provide the following services, upon request:

- Survey
- Design services



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

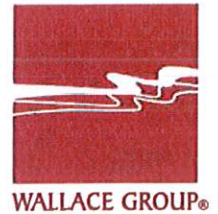
WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



TO BE PROVIDED BY THE CLIENT OR WHITSON ENGINEERS

- Flow calculations for the various units
- Survey data
- Sewer routing options

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

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

- Survey
- Design of the sewer collection system

PROJECT FEES

Wallace Group will perform the services denoted in Task 1 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$6,500 without receiving written authorization from the Client.

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

TERMS AND CONDITIONS

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

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

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

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

Signature

Printed Name

Title

Date

Attachments
kc: PP18-6552, 2017, std
Exhibit A
Exhibit B

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

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 70
Designer/Technician I - IV	\$ 75 - \$105
Senior Designer I - III.....	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist.....	\$145
Associate Engineer I - II	\$ 95 - \$105
Engineer I - IV.....	\$140 - \$155
Senior Engineer I - III	\$160 - \$170
Director	\$175
Principal Engineer	\$190
Principal	\$195

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

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

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

Invoicing and Interest Charges:

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

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP18-6552
Contract Agreement Date: November 27, 2018

CLIENT: SEASIDE COUNTY SANITATION DISTRICT
440 Harcourt Avenue, Seaside, California 93955

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said 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.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

EXHIBIT 2

COVER PAGE (SHEET T-1 OF 5) WEST END SAND CITY VESTING TENTATIVE MAP

T-1	COVER, PROJECT TEAM, LEGEND, NOTES & SECTIONS
T-2	EXISTING LOTS AND PROPOSED BOUNDARY
T-3	EXISTING CONDITIONS AND DEMOLITION PLAN
T-4	PROPOSED SITE PLAN
T-5	ROW AREAS FOR ABANDONMENT AND DEDICATION

PROPOSED RESUBDIVISION OF 27 LOTS IN BLOCKS 14, 15, 16 & 17 OF THE AMENDING MAP OF SEASIDE RECORDED IN VOLUME 1, MAPS OF CITIES AND TOWNS, AT PAGE 29 AND 136 LOTS IN BLOCKS 26, 27, 28 & 29 OF THE AMENDING MAP OF VOLUME 2, MAPS OF CITIES AND TOWNS, AT PAGE 35, AND PORTIONS OF EAST AVE, CALIFORNIA AVE, ORLANDO AVE, BEACH WAY, SCOTT STREET, LINCOLN AVE, FIR AVE AND AFTON AVE, MONTEREY COUNTY RECORDS

SAND CITY, MONTEREY COUNTY, CALIFORNIA

MONTEREY BAY

STAIN ROUTE

MONTEREY

SUBJECT PROPERTY

SCALE: 1" = 500'

OWNER OSCO DEVELOPMENT INC. 30, A CALIFORNIA LIMITED PARTNERSHIP 10 HARBOUR COURT, SUITE B1 MONTREY, CA 95040	APPLICANT OSCO DEVELOPMENT INC. 30, A CALIFORNIA LIMITED LIABILITY COMPANY 10 HARBOUR COURT, SUITE B1 MONTREY, CA 95040	CITY MONTREY F 100 N 100 R 100
DATE ORIGINATED 10/01/84-0228	MATT MOHR (714) 848-0228	REMARKS 100
ARCHITECT TCA ARCHITECTS 1111 BROWNSIDE, SUITE 1120 OAKLAND, CA 94612	LANDSCAPE ARCHITECTS HYSON & ASSOCIATES 2000 UNIVERSITY ROAD SUITE A ANAHEIM, CA 92808	GENERAL CONTRACTOR SAL FIRE P&S
THOMAS COE PAUL ADAMSON ROBERT COLLINS (415) 946-0222	CHARLES FOLEY (714) 778-4940	GENERAL CONTRACTOR SAL FIRE P&S
ELECTRICAL ENGINEER AULON CONSULTING ENGINEERS 61 CALVERT ST. #102 MONTREY, CA 95040		
BLONDIE HILL (714) 446-0228		

AC	ACRE
CL	CENTERLINE
CONST	CONSTRUCTION
CU	DRAINAGE UNIT
EM	EASEMENT
EP	EDGE OF PAVEMENT
EX	EXISTING
FC	FACE OF CURB
IN	INCHES
INV	INVERT
LS	LANDSCAPE
MB	MANHOLE
OH	OVERHEAD
PAD	PAD
PR	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
RET	RETAINING
R/W	RIGHT-OF-WAY
SC	SEALCOAT
SD	STORM DRAIN
SF	SQUARE FEET
SS	SANDY SILT
SW	SEWER
SWR	SIDEWALK
TB	TO BE REMOVED
TC	TOP OF CURB
TYP	TYPICAL
W	WATER

PROPERTY DATA	01-122-014, 011, 022, 028, 029, 045, 041
ADJACENT'S PARCEL NO.	01-122-003, 006, 007, 008, 009, 011, 022, 024, 025, 026
	01-126-001, 014, 016, 018, 023, 024
	01-126-007, 205, 024
	01-180-021, 028, 038
LOCATION OF PROPERTY	BAND CITY: FROM TOAST & TEGA TO CALIFORNIA TO MILELE
EXISTING ZONING	M-P PLANNED MIXED USE
PROPOSED ZONING	C2-CA COASTAL, ZONE REGIONAL COMMERCIAL
	M-P PLANNED MIXED USE
	C2-CA COASTAL, ZONE REGIONAL COMMERCIAL
UTILITIES	CALIFORNIA WATER REGIONAL COMPANY
WATERS	SEABOARD COUNTY SANITATION DISTRICT
SANITARY SEWER:	PRIVATE
WATER ELECTRIC:	TELEPHONE
STORM DRAINAGE:	AT&T
CITY:	CITY OF SAND CITY
	COMCAST
AREA	
SITE AREA	15.94 AC
DENSITY	80 DU/AC
PROPOSED LOTS	4 LOTS
AVERAGE LOT SIZE	1.99 AC
MINIMUM LOT SIZE	1.99 AC

FINAL MAPS FOR THIS PROJECT MAY BE RECORDED IN PHASES IN ACCORDANCE WITH ARTICLE 4, SECTION 38-01 OF THE SUBDIVISION MAP ACT.

1. UTILITY LOCATIONS, STREET GRADINGS, AND LOT DIMENSIONS ARE PRELIMINARY AND SUBJECT TO FIELD VERIFICATION BY THE ENGINEER.

2. EXISTING TOPOGRAPHIC INFORMATION IS FOR A SURVEY PERFORMED BY METRO ENGINEERS IN JANUARY 2017.

3. STREET IMPROVEMENTS TO BE INSTALLED PER CITY OF SAND CITY STANDARDS PER STREET SECTIONS SHOWN. STREETS TO BE PUBLICLY OWNED AND MAINTAINED.

4. THE DISTANCE, LOCATION AND ELEVATION OF ANY UNDERGROUND FACILITIES ARE SHOWN ON THIS PLAN IN A GENERAL WAY ONLY. THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWING OF THE CITY OF SAND CITY AND RECORD DRAWING NUMBER. THE EXACT LOCATION OF UTILITIES SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

5. ALL EXISTING ON-SITE IMPROVEMENTS SHALL BE DECOMMISSIONED. THE EXISTING SENIOR LOT STATION SHALL REMAIN UNTIL IT IS REPLACED WITH LOT DEVELOPMENT.

6. ALL GRADING AND EROSION CONTROL MEASURES WILL BE DONE IN CONFORMANCE WITH THE CITY OF SAND CITY STANDARDS AND THE CALIFORNIA REGISTERS. ENGINEER AS CONTAINED IN REPORTS OR SUPPLEMENTAL REPORTS FOR THIS PROJECT.

REVISIONS - MAY 18, 2018, ADD SIGNAGE ELEVATIONS TO CORNER OF PARCEL, WAS AT CALIFORNIA AND TODD AVE, LABEL ROAD "N" AND CORRELATE ZONE TO CORNER ON SHEET T-4, ADD AMBULANCE AND DECATAL ZONE TO CORNER ON SHEET T-4, ADD AMBULANCE AND DECATAL ZONE TO CORNER ON SHEET T-4 (PREVIOUS PARCEL DATE DECEMBER 11, 2017)

REVISIONS - MAY 18, 2018, REVISE LOT LINE BETWEEN PARCELS R11 & R2, REMOVE THE CORNER AND ADJUST UTILITIES & GRADING TO FIT. PREVIOUS PARCEL DATE, MAY 10, 2018

The diagram illustrates the cross-section of Interior Road 'A'. Key components and dimensions include:

- Overall Width:** 50' RIGHT-OF-WAY.
- Shoulders:** 5' PLS (Paved Shoulder) on both sides.
- Centerline:** 18" ANCHOR POLE WITH UOM (LED) LUMINAIRE DARK BRONZE (TYP).
- Vertical Clearance:** 12' 0" (12'-0").
- Vertical Curve:** INDICATED WITH VERTICAL CURVE AND OUTLET (TYP).
- Build-Outs:** WHERE SHOWN.
- Min. Clearance:** 8' MIN. CLEARANCE.
- Dimensions:** 1.5' (Shoulder), 11' (Park Lane), 11' (Lane), 8' (Park Lane), 8' (Park Lane).
- Labels:** 5' WALK, 8' PARK LANE, 11' LANE, 8' PARK LANE, 8' PARK LANE, 5' WALK.
- Notes:** 1. TURNING TO CHANGING WHERE ONLY BOTH SIDES.

Diagram illustrating a proposed street layout for East Avenue, showing various lanes and features:

- EXISTING BUILDING
- STORMWATER CHANNELED WIDE SHOULDER (8' LS)
- 8' BACK
- RETAINING CURB WALL WHERE SHOULDER ON PLAYS (8' PAR)
- 12' LANE
- VERTICAL CURB AND GUTTER (TYP) (6' L)
- NEW 8' W
- 50' RIGHT-OF-WAY
- EAST AVENUE

[illegible]

WE WHITSON ENGINEERS
8 Hents Court • Monterey, CA 93940
831 648-6225 • Fax 831 373-5065

CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
DATE: MAY 21, 2018 PROJECT: 3071.00

T-1



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: December 18, 2018

SUBJECT: **APPROVE A CONTRACT WITH MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED DOLLARS (\$1,683,200) FOR LIFT STATIONS UPGRADES.**

PURPOSE

The purpose of this item is for the District's Board to consider approval of a resolution authorizing a Construction Contract Agreement with Monterey Peninsula Engineering to provide all labor, material, equipment, and services necessary to complete the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations.

Environmental Compliance: The Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations is considered categorically exempt and the Notice of Exemption was filed in September 20, 2017 with the Monterey County Clerk's Office.

RECOMMENDATION

It is recommended the District Board adopt a resolution awarding a Construction Contract Agreement with Monterey Peninsula Engineering for an amount not to exceed One Million Six Hundred Eighty Three Thousand Two Hundred Dollars (\$1,683,200) to provide all labor, material, equipment, and services necessary to complete the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations and authorizing the District Manager to execute the Construction Contract Agreement.

BACKGROUND

On July 10th, 2018, the District's Board adopted a Capital Improvement Program (CIP) which estimated capital needs of \$1,855,000 for the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations. The Construction Contract Documents for the Lift Station Upgrades

Project were finalized on October 10th, 2018. The Project was posted on the City of Seaside's website, advertised, and solicited for a period of four (4) weeks commencing on October 11th, 2018 in the Monterey County Weekly. A mandatory pre-bidding conference and lift station site visits conducted on October 25th, 2018. In addition to participation by District and design engineering staff, the following four (4) general contractors were in attendance; Anderson Pacific Corporation, Monterey Peninsula Engineering, Pacific Infrastructure, and Specialty Construction, Incorporated.

On November 28th, 2018, the District publicly received and opened bids for the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations. Three (3) Bids were received from Anderson Pacific Corporation, Monterey Peninsula Engineering, Incorporated, and Specialty Construction, Incorporated.

Contractor	Bid Amount
Specialty Construction Inc.	\$2,627,600
Anderson Pacific	\$1,929,500
Monterey Peninsula Engineering	\$1,683,200

The lowest responsive and responsible Bid was from Monterey Peninsula Engineering in the amount of One Million Six Hundred Eighty Three Thousand Two Hundred Dollars (\$1,683,200).

It is recommended the Board adopt a resolution awarding a Construction Contract Agreement with Monterey Peninsula Engineering and authorize the District Manager to execute the Construction Contract Agreement.

ENVIRONMENTAL COMPLIANCE:

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301, "Existing Facilities", the Class I following actions are categorically exempt;

"operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."

Examples include but are not limited to:

Item (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;

Additionally, per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15302, "Replacement or Reconstruction", the Class II following actions

are categorically exempt;

“replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.”

Examples include but are not limited to:

Item (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity;

The Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations is considered categorically exempt and the Notice of Exemption was filed in September 20, 2017 with the Monterey County Clerk’s Office.

FISCAL IMPACT

The fiscal year 2018/19 Budget allocated \$1,855,000 for the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations with a remaining budget balance of approximately \$1,820,397. The proposed Construction Contract Agreement with Monterey Peninsula Engineering (MPE) is a not-to-exceed amount of One Million Six Hundred Eighty Three Thousand Two Hundred Dollars (\$1,683,200). It is appropriate to establish a budget contingency equal to 10% of the Construction Contract Agreement in the amount of \$168,320, resulting in a total recommended budget of \$1,895,000, which exceeds the available budgeted funds by \$40,000.

As of the District’s most recent financial audit, there are available cash assets exceeding \$7,000,000. Based upon bids received and the available remaining funds, it is recommended to allocate an additional \$31,123 from District reserves to amend the FY 2018/19 Budget for the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations to \$1,886,123; authorize the District Manager to execute a contract with MPE for \$1,683,200; and authorize the District Manager to execute contract amendments for unknown contingencies up to \$168,320 such that the total value of the contract does not exceed \$1,851,520.

ATTACHMENTS

1. Resolution No. 2018-XX Award Construction Contract Agreement (MPE)2018-12-11
 2. Notice of Award
 3. Contract Agreement
 4. Bid
-

RESOLUTION NO. 2018- XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AWARDING A CONSTRUCTION CONTRACT WITH MONTEREY PENINSULA
ENGINEERING FOR AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED
EIGHTY THREE THOUSAND TWO HUNDRED DOLLARS (\$1,683,200) FOR THE LIFT
STATIONS UPGRADES AT MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS**

WHEREAS, on July 10, 2018, the District adopted an amended Capital Improvement Program, which included Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations, hereinafter referred to as the “Project”; and

WHEREAS, the proposed project consists of repairs, maintenance, and minor alterations to the existing public sewerage facility, and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301 and Section 15302, the proposed Lift Station Upgrades is Categorically Exempt from the California Environmental Quality Act (CEQA); and

WHEREAS, on October 10, 2018, the District advertised the Project for a period of four (4) weeks; and

WHEREAS, on November 28, 2018, the District held a public bid opening for construction of the Project in which three bids were received; and

WHEREAS, Monterey Peninsula Engineering submitted a bid of \$1,683,200 for said Project; and

WHEREAS, the District has determined that Monterey Peninsula Engineering’s Bid is the lowest, responsive bid for said Project; and

WHEREAS, it is appropriate to establish a 10% contingency equal to \$168,320; and

WHEREAS, awarding a construction contract with contingency results in a project balance of \$1,886,123, exceeding the available budget by about \$40,000.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District awards a construction contract to Monterey Peninsula Engineering for an amount not-to-exceed One Million Six Hundred Eighty Three Thousand Two Hundred Dollars (\$1,683,200) to provide all labor, material, equipment, and services necessary to complete the Lift Stations Upgrades at Military, Rosita, and Del Monte Lift Stations; and

BE IT FURTHER RESOLVED, The Seaside County Sanitation District appropriates \$40,000 from District Reserves to amend the fiscal year 2018/2019 Project budget to \$1,895,000 and authorizes the District Manager to execute the construction agreement and possible contract amendments such that the total contract value would not exceed One Million Eight Hundred Fifty One Thousand Five Hundred Twenty Dollar (\$1,851,520).

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 18th day of December 2018, by the following vote:

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

ATTEST:

, Chair

Lesley Milton-Rerig, District Clerk

NOTICE OF AWARD

December 12th, 2018

Monterey Peninsula Engineering, Incorporated
192 Healy Avenue
Marina, CA 93933
Att: Peter Taormina

**LIFT STATIONS UPGRADES FOR MILITARY, ROSITA, AND DEL MONTE
LIFT STATIONS**

The District has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated November 28, 2018 and Invitation to Bid.

You are hereby notified that your Bid has been accepted for items in the amount of One Million Six Hundred Eighty Three Thousand Two Hundred (\$1,683,200). You are required by the Invitation to Bid to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance before execution of the Contract Agreement.

If you fail to execute said Contract Agreement and to furnish said Bonds within ten (10) working days from the date of this Notice, said District will be entitled to consider all your rights arising out of the District's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District dated this _____th day of December, 2018.

SEASIDE COUNTY SANITATION DISTRICT
District

By: _____
Signature

Craig Malin, District Manager
Name & Title

Receipt of the above Notice of Award is hereby acknowledged by:

Monterey Peninsula Engineering, Incorporated, a partnership,

This _____ day of December, 2018.

By: _____
Signature

Printed Name and Title

AGREEMENT
LIFT STATION UPGRADES
FOR
MILITARY, ROSITA AND DEL MONTE LIFT STATIONS

THIS CONTRACT AGREEMENT, made this _____ day of December, 2018, by and between the SEASIDE COUNTY SANITATION DISTRICT hereinafter called "District" and Monterey Peninsula Engineering, hereinafter called "Contractor".

WITNESSETH

WHEREAS, District has caused Volume I, Project Manual (Procurement and Contracting Requirements, Contracting Forms, Project Forms, and Conditions of the Contract (Vol. IA) and Specification Documents (Vol. IB), and Volume II (Drawings), and other Contract Documents to be prepared and issued to bidder for certain Work described as the **LIFT STATIONS UPGRADES FOR MILITARY, ROSITA AND DEL MONTE LIFT STATIONS**, and

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

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

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

- a. Volume IA: Project Manual consisting of: Procurement and Contracting Requirements (Documents 00 11 16 through 00 73 00), issued October 10, 2018.
- b. Volume IB: Project Manual consisting of Specifications (Divisions 01 through 40), issued October 10, 2018.
- c. Volume II: Drawings (as listed in Drawing G-2) issued October 10, 2018.
- d. Addenda No. 1 and 2, issued October 31, 2018 and November 6, 2018, respectively.
- e. The Contractor's Bid
- f. The Contractor's Bid Security
- g. The District's Notice of Award
- h. The District's Notice to Proceed
- i. The Bonds issued by Contractor's Surety
- j. All Modifications issued after the date of this Contract Agreement

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

Seaside County Sanitation District

Monterey Peninsula Engineering Incorporated
License No. 972425

By: _____

Signature

Craig Malin, District Engineer

Name & Title

By: _____

Signature

Peter Taormina, Manager

Name & Title

DOCUMENT 00 41 00

BID FORM

Seaside County Sanitation District
District Engineer – Administrative Services
440 Harcourt Avenue
Seaside, CA 93955

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the **LIFT STATION UPGRADES FOR MILITARY, ROSITA AND DEL MONTE LIFT STATIONS** as specifically set forth in the Contract Documents:

Volume IA Procurement and Contracting Requirements

Volume 1B Specification Documents

Volume II Drawings

and undersigned further proposes and agrees that, if this Bid is accepted, undersigned will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work to accomplish **Substantial Completion** in strict conformity therewith within the time limit of **two hundred forty (240)** consecutive calendar days from the Notice to Proceed, and to complete all such work to accomplish **Final Completion** in strict conformity therewith within the time limit of **thirty (30)** consecutive days from the certification of Substantial Completion, and that undersigned will accept as full payment therefor the fixed price set forth in the following Bid Schedule forming part hereof.

A Cashiers check or Certified check or Bid Bond properly made payable to Seaside County Sanitation District, hereinafter designated as the District, for the sum of _____ Dollars (\$ _____), which amount is not less than ten percent (10%) of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds and certificates if awarded the Contract. The undersigned acknowledges and agrees that if the undersigned fails to execute the Contract Agreement or fails to furnish the required bonds and certificates within the time provided in the Contract Documents, the proceeds of all Bid Security shall be forfeited to the District and any Bid Bond surety's liability to the District for forfeiture of the face amount of the Bond shall be considered as established.



**SEASIDE COUNTY SANITATION DISTRICT
LIFT STATION UPGRADES FOR
MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS**

**ADDENDUM No. 1
October 31st, 2018**

Addendum No. 1 is being issued to provide responses to inquiries and clarifications related to the Invitation to Bid issued and the discussions at the mandatory pre-bidding conference conducted and hosted by the District for the referenced Project.

The clarifications declared in this addendum are an essential element to the Construction Contract Documents. The Construction Contract Documents to be executed will contain a copy of this Addendum.

ANSWERS TO QUESTIONS

Question No. 1: Please provide contact information for Monterey One Water (M1W) for purposes of obtaining requirements, review, and approval of disposal of extracted groundwater during construction activities.

Response to Question No. 1: Please see the following:

- Cory Miyabara, Source Control Supervisor, 831-883-6162, cory@my1water.org

Additionally, please see the attached narrative from Monterey One Water in response to and regarding the analytical results of sampled groundwater at the Del Monte Lift Station. As sampled, tested, and reported, extracted groundwater will not be allowed to be discharged to the sewer system without treatment and re-testing.

Question No. 2: Please provide information on construction staging locations and requirements.

Response to Question No. 2: The Construction Contract Documents do not identify construction staging locations and/or requirements. Construction staging locations and/or requirements, in their entirety, are the sole responsibility of the Contractor and is considered a subsidiary obligation of the Contractor.

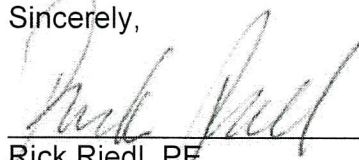
Question No. 3: Please provide information on preservation of an existing large tree at the Del Monte Lift Station; it appears the existing large tree is in conflict with the designed improvements.

Response to Question No. 3: In accordance with Drawing L-3.1 *Landscape Protection Plan*, trenching within the protected zones of existing trees shall be performed by hand, and with extreme care not to sever roots 1-½" in diameter and larger. Where roots 1-½" in diameter and larger are encountered, the Contractor shall tunnel under said roots.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed Bid.

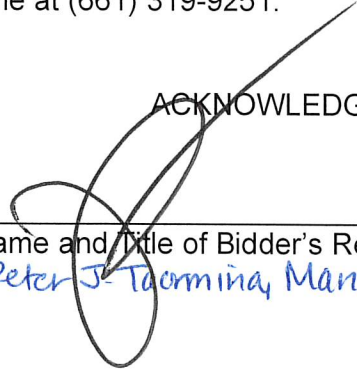
This addendum has been sent to all known Bidders. Submit Bids for this Work with the understanding and full compensation of this Addendum. If there are any questions regarding this Addendum, please contact Jason Caprio, PE, PMP, by email at Jason.Caprio@weareharris.com or by phone at (661) 319-9251.

Sincerely,



Rick Riedl, PE
District Engineer

ACKNOWLEDGED:



Name and Title of Bidder's Representative
Peter J. Taormina, Manager



Monterey One Water

Providing Cooperative Water Solutions

received
Aug 23 2018

ADMINISTRATIVE OFFICE: 5 Harris Court, Bldg D, Monterey, CA 93940-5756
MAIN: (831) 372-3367 or (831) 422-1001 FAX: (831) 372-6178 WEBSITE: www.montereyonewater.org

August 15, 2018

Mr. Rick Riedl
District Engineer
440 Harcourt Avenue
Seaside, CA 93955

Re: Lift Station Upgrades for Military, Rosita and Del Monte Lift Stations Project Waiver
Request for TPH-Diesel Compound Present in Groundwater

Dear Mr. Riedl,

Monterey One Water (M1W) is responding to the Seaside County Sanitation District, (Seaside) letter dated July 13, 2018 requesting the waiver for the TTO narrative limit pertaining to discharging groundwater as part of your Lift Station Upgrade Project. Analytical results submitted by Seaside dated April 26, 2018 for groundwater collected from the Del Monte Lift Station, Total Petroleum Hydrocarbons - Diesel (TPH) were found at a concentration of 2.8mg/L. Subsequently, M1W's Source Control Department denied the request to discharge groundwater to the sewer system without treatment and re-testing for TPH citing the narrative limit for Total Toxic Organics (TTO) of 1.0mg/L. an email sent on July 5, 2018. The purpose of this letter is to address the statements included in your letter to provide clarification as to M1W's stance.

The following points of the request are numbered and followed by a response from M1W Staff:

1. *"...the District intends to upgrade three (3) of those as part of the subject Project; Military, Rosita, and Del Monte Lift Stations, respectively."*

M1W Response: Analytical results were received for groundwater from the Del Monte Lift Station only. Sampling results from the other lift stations need to be submitted for evaluation and approval by M1W staff before discharge of any groundwater to sewer from the Military and Rosita lift stations.

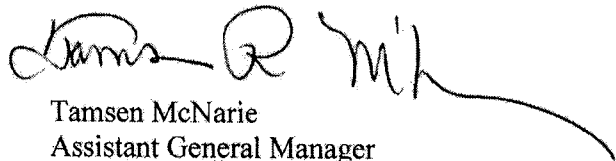
2. *It is our opinion and position that TPH-Diesel, although an analyzed contaminant, is not defined by or subject to the Total Toxic Organic (TTO) concentration limitations...*

Mr. Rick Riedl
District Engineer
August 14, 2018
Page 3

The objection to the application of TTO narrative limit of 1.0mg/L for an observed TPH analytical result of 2.8mg/L is noted, however, Seaside's request to waive this narrative limit is hereby denied.

For any additional items in your request you feel have not been addressed or for any questions regarding any of the itemized responses above, please contact Senior Source Control Inspector, Cory Miyabara at (831) 883-6162 or cory@my1water.org.

Sincerely,

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

Tamsen McNarie
Assistant General Manager
Monterey One Water

TRM/ctm

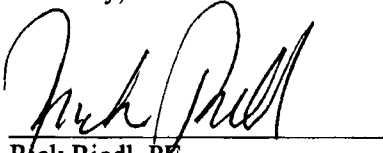
Enclosure

Cc: Jennifer Gonzales, Engineering Manager, Monterey One Water
Richard Gilliam, Interim Plant Manager, Monterey One Water
Patrice Parsons, Lab Supervisor, Monterey One Water

It is our opinion and position that TPH-Diesel, although an analyzed contaminant, is not defined by or subject to the Total Toxic Organic (TTO) concentration limitations regulated by the Monterey One Water's Ordinance 2008-01, and therefore is not subject to the requirements to implement pretreatment equipment using Best Practicable Technology (BPT) to reduce the specific pollutant levels to below 2.5 mg/L. Furthermore, the Code of Federal Regulations (CFR) Title 40, Chapter I, Subchapter N, Parts 401 and/or 403, which are reference in the M1W Ordinance, do not list or define TPH-Diesel as a toxic substance or toxic pollutant.

We hope that Monterey One Water considers our opinion and position valid based on the preceding narrative. It is also our hope that our Contractor, who has yet to be selected, will be allowed and permitted to discharge dewatering in a manner consistent with that of groundwater not considered to exceed the TTO concentration limitations. Please feel free to let us know if you have any questions or comments.

Sincerely,


Rick Riedl, PE
District Engineer

CONSIDERATION LESS

TAX \$100.00

Monterey Land and Hot Springs Company

GRANT DEED

1500 block Military - 11-051-1

GRANT 5 to the SEASIDE COUNTY SANITATION DISTRICT of Monterey County, California, a perpetual easement and right of way to construct, maintain, repair, operate, patrol, replace and/or remove sanitary sewer lines, together with appurtenant works, in, upon, under, over and across that certain tract of land in Monterey County, State of California, particularly described as follows: A portion of Rancho Noche Buena, Monterey County, California, and also being a part of Lot 1, Block 23, as said lot and block are shown and so designated on that certain map entitled "Tract No. 193, Ord Terrace Number 3", recorded November 14, 1950 in Volume 5 of Cities and Towns, at page 59, Records of Monterey County, California.

1st: Being a strip of land 5.0 feet in width lying west of, parallel and contiguous to the following described line: BEGINNING at the southeast corner of the aforesaid Lot 1, Block 23, Ord Terrace Number 3, and following the boundary between said Lot 1 and Lot 2, Block 23 of the aforesaid subdivision N. 0° 38' W., 60.0 feet.

2nd: Being a strip of land 5.0 feet in width lying 2.5 feet each side of the following described center line: BEGINNING at a point on the east boundary of the aforesaid Lot 1, Block 23, Ord Terrace Number 3, from said place of beginning the southeast corner of said Lot 1 bears S. 0° 38' E., 60.0 feet distant; thence leaving the east boundary of said Lot 1,

(1) N. 45° 38' W., 63.00 feet to point; thence

(2) N. 0° 38' W., 11.09 feet, more or less, to the north boundary of the aforesaid

Lot 1 and it is hereby agreed that structures of a permanent nature shall not be constructed within the easement except by written approval of the District Engineer, and the planting of trees will not be permitted within the easement.

Witness to Signature

DATED: May 24, 1951.

Monterey Land and Hot Springs Company

by A. G. Metz, President

by R. M. Spangler, Secretary

STATE OF CALIFORNIA

MONTEREY

County of

On this

25th

day of

May

in the year one thousand nine hundred and

fifty-one

before me, _____ a Notary Public in and for the County of MONTEREY, State of California, residing therein, duly commissioned and sworn, personally appeared A. G. METZ and R. M. Spangler PRESIDENT AND THE SECRETARY RESPECTIVELY

known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of MONTEREY the day and year in this certificate first above written.

E. H. Quawler

Notary Public in and for the

County of MONTEREY State of California.

Cowdery's Form No. 28—(Acknowledgment Corporation). (C. C. Sec. 1190)

My Commission Expires March 12-1952

For Recorder's Use Only

25275

INDEXED

MONTEREY COUNTY
OFFICIAL RECORDS
RECORDED AT REQUEST OF

COUNTY ROAD COMMISSIONER

1951 JUN 18 AM 10 24

1310 PAGE 413

John Wallace
RECORDER

DH

THIS IS TO CERTIFY that the SEASIDE COUNTY SANITATION DISTRICT, Grantee herein, acting by and through the County Road Commissioner, hereby accepts for public purposes the real property or interest therein conveyed by the within Deed, and consents to the recording thereof.

By authority of the resolution conferring said authority to me, the Road Commissioner of the County of Monterey, recorded October 26, 1949, in Volume 1169, Page 187, of the Official Records of the County of Monterey, I have affixed my signature this 16 day of June, 1951.

H. F. Cozzens
H. F. COZZENS, ROAD COMMISSIONER
COUNTY OF MONTEREY.



**SEASIDE COUNTY SANITATION DISTRICT
LIFT STATION UPGRADES FOR
MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS**

**ADDENDUM No. 2
November 6th, 2018**

Addendum No. 2 is being issued to extend the receipt and opening of bids related to the Invitation to Bid issued for the referenced Project.

The contents declared in this addendum are an essential element to the Construction Contract Documents. The Construction Contract Documents to be executed will contain a copy of this Addendum.

ADDENDUM

1. Revise Section 001116, Section I, Paragraph A:

"Sealed Bids will be received... **until 3:00 PM on Wednesday, November 28th, 2018...**"

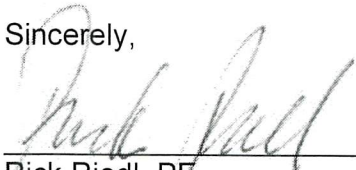
Requests for interpretation of the Construction Contract Documents shall be submitted in writing to the Engineer no later than the 10th day preceding the date set for the receipt of Bids.

No Addendum will be issued to Bidders after the 5th day preceding the date set for the receipt of Bids.

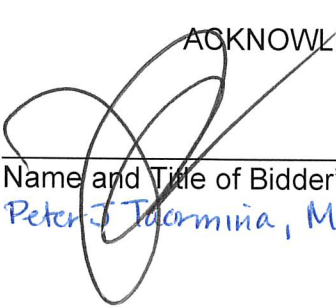
If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed Bid.

This addendum has been sent to all known Bidders. Submit Bids for this Work with the understanding and full compensation of this Addendum. If there are any questions regarding this Addendum, please contact Jason Caprio, PE, PMP, by email at Jason.Caprio@weareharris.com or by phone at (661) 319-9251.

Sincerely,


Rick Riedl, PE
District Engineer

ACKNOWLEDGED:


Name and Title of Bidder's Representative
Peter J. Tacormina, Manager

undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.”

8. In compliance with the provisions of Sections 4100 through 4107 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that if undersigned fails to specify a Subcontractor for any portion of the Work, undersigned shall be deemed to have agreed to perform such portion himself/herself and that undersigned shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed fifty percent (50%) of total contract price in accordance with the provisions of Instructions to Bidders.

9. Nondiscrimination in Employment. The undersigned hereby states that he has previously performed work subject to the provisions of the President's Executive Order No. 11246 relative to nondiscrimination in employment.

NOTE: Bidder shall insert “has” or “has not” as applicable in the above statement.

10. Receipt is hereby acknowledged of addenda number(s) 1 through 2;
11. The undersigned, as bidder, declares that our valid California Contractor's license number is 972425, Class A-B, Haz and that the representations made in this Bid are made under penalty of perjury.

NOW: In compliance with the Invitation to Bid and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of contract is made.

Monterey Peninsula Engineering A Partnership

License #972425 Class: A,B, Haz Expires:4/30/2020

Monterey Peninsula Engineering Inc., a general partner

MPE Management Group, a general partner

Bart J. Bruno, Manager

James B. Bruno, Manager

Paul B. Bruno, Manager

Peter J. Taormina, Manager

Physical address: 192 Healy Avenue, Marina, CA 93933

Mailing address: P O Box 400, Marina, CA 93933

phone : (831)384-4081

fax : (831)384-5078

BID SCHEDULE

For

NEAR TERM CAPITAL IMPROVEMENT PROJECT - LIFT STATION UPGRADE FOR MILITARY, ROSITA AND DEL MONTE LIFT STATIONS

Pay Item	Item Description	Estimated Quantity and Unit	Unit Price (Figures)	Unit Price Extension or Lump Sum (Figure)
1.	Mobilization, bonds, permits and insurance and demobilization on all work, complete at	L.S.	N/A	\$ 65,000.00
2.	Military Lift Station – Dewatering and/or removal of subsurface and surface water as required to satisfactorily execute construction of the work for the Military Lift Station, complete at	L.S.	N/A	\$ <u>1,000</u>
3.	Military Lift Station - temporary bypass pumping and piping, including removal of same upon completion of construction work at this location, complete at	L.S.	N/A	\$ <u>35,000</u>
4.	Military Lift Station - Construction of new Bypass Pumping Valve Vault; demolition and replacement of existing pumps and motors, including guide rail systems, Pump Discharge Vault and new wet well top slab with new access hatch; new tie-in of rehabilitated lift station to existing force main; demolition of existing abandoned lift station wet well; miscellaneous piping, valves, and civil site work and site grading; all as shown on the Drawings and in accordance with the Specifications, complete at	L.S.	N/A	\$ <u>318,000</u>
5.	Military Lift Station – Construction of permanent slope protection measures on embankment on westerly side of sire, complete at	L.S.	N/A	\$ <u>13,500</u>
6.	Military Lift Station – Electrical and instrumentation work, new area light pole and fixture, and communication system modifications, as shown on the Drawings and described in the Specifications, complete at	L.S.	N/A	\$ <u>180,000</u>

Pay Item	Item Description	Estimated Quantity and Unit	Unit Price (Figures)	Unit Price Extension or Lump Sum (Figure)
14.	Del Monte Lift Station - Electrical and instrumentation work, including new engine generator, as shown on the Drawings and in accordance with the Specifications, complete at	L.S.	N/A	\$ <u>365,000</u>
15.	Del Monte Lift Station – General restoration of the site landscaping including new landscape planting, modifications to existing landscape irrigation system and construction of new landscape irrigation system, as shown on the Drawings and in accordance with the Specifications, complete at	L.S.	N/A	\$ <u>32,000</u>
16.	For Excavation Safety Measures for all work associated with Bid Item Nos. 2 through 15, including dewatering and required excavation permits, complete at	L.S.	N/A	\$ <u>700</u>
17.	Contractor's record drawings on all work, complete at	L.S.	N/A	\$ 10,000.00
TOTAL FIXED PRICE BASE BID, The sum of Bid Items 1 through 17, inclusive (Figures)			\$ <u>1,683,200</u>	
<u>One Million Six hundred Eighty Three Thousand</u> <u>Two Hundred</u> (words)				

END BID SCHEDULE

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information for each Subcontractor performing more than one-half of one percent (0.5%) of the Total Base Bid. Do not list alternative subcontractors for the same work.

[illegible]

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his outline the number, size, types and final costs of all similar type projects constructed in the past three (3) years. The Bidder shall also provide the name and telephone number of the responsible individual for the project owner (agency or entity) for whom the work was performed. If the work was performed as a subcontractor, do not reference the general contractor. The Bidder shall also provide the name, work resume and qualifications for the individual who will be the job superintendent during the performance of this contract. The Bidder shall not reassign the designated superintendent without prior approval of the District. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.

JOB NUMBER:	1709
PROJECT NAME:	PUMP STATION 13 VALVE REPLACEMENT AND UPGRADES
LOCATION:	PACIFIC GROVE, CA
OWNER:	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY
OWNER CONTACT:	JERRY VALLADAO (831)883-6179
ARCHITECT OR ENGINEER CONTACT:	V.W. HOUSEN & ASSOC
CONTACT NUMBER:	(925)553-3142
CONSTRUCTION MANAGER:	JIM BRUNO (831)277-6114
DESCRIPTION OF THE PROJECT:	REPLACE MAIN HEADER ISOLATION VALVE INSIDE PUMP STATION; INSTALL NEW FORCE MAIN ISOLATION VALVE OUTSIDE THE PUMP STATION AND NEW BYPASS PUMP AROUND CONNECTION WITHIN THE NEW STRUCTURE; REPLACE FLOWMETER, VALVES, NEW EXTERNAL ELECTRICAL PEDESTAL, NEW TRANSFER SWITCH, NEW MOTOR CONTROL CENTER, AND VARIABLE FREQUENCY DRIVE.
INITIAL CONTRACT VALUE:	\$1,198,018
FINAL COST OF CONSTRUCTION:	\$1,296,854
ORIGINAL SCHEDULED COMPLETION DATE:	Feb-18
TIME EXTENSIONS GRANTED:	NONE
ACTUAL COMPLETION DATE:	Feb-18
STOP NOTICES OR MECHANICS LIENS FILED:	NONE
LIQUIDATED DAMAGES ASSESSED:	NONE
TION OF CLAIM, LAWSUIT, OR ARBITRATION:	NONE

JOB NUMBER:	1605
PROJECT NAME:	CLARK AND COSKY LIFT STATION IMPROVEMENTS
LOCATION:	MARINA, CA
OWNER:	MARINA COAST WATER DISTRICT
OWNER CONTACT:	PATRICK BREEN (831)883-5951
ARCHITECT OR ENGINEER CONTACT:	PUN LOK RAYMOND WONG, GHD INC
CONTACT NUMBER:	(415)283-4970
CONSTRUCTION MANAGER:	JIM BRUNO (831)277-6114
DESCRIPTION OF THE PROJECT:	Demolition of existing sanitary sewer lift station, installation new wet well, installation of new valve vault, re-purposing old wet well as receiving manhole, connecting lift station to existing sewer force main, electrical panel and control, installation of new generator set, site piping and appurtenances, and bypass.
INITIAL CONTRACT VALUE:	\$1,192,325
FINAL COST OF CONSTRUCTION:	\$1,213,825
ORIGINAL SCHEDULED COMPLETION DATE:	Apr-17
TIME EXTENSIONS GRANTED:	YES
ACTUAL COMPLETION DATE:	Jul-18
STOP NOTICES OR MECHANICS LIENS FILED:	NONE
LIQUIDATED DAMAGES ASSESSED:	NONE
EXISTENCE OF CLAIM, LAWSUIT, OR ARBITRATION:	NONE

JOB NUMBER:	1630
PROJECT NAME:	FRONT STREET LIFT STATION RETROFIT PROJECT
LOCATION:	SOLEDAD, CA
OWNER:	CITY OF SOLEDAD
OWNER CONTACT:	DONALD WILCOX (831)223-5000
ARCHITECT OR ENGINEER CONTACT:	YAMABE & HORN ENG. INC.
CONTACT NUMBER:	(59)244-3123
CONSTRUCTION MANAGER:	JIM BRUNO (831)277-6114
DESCRIPTION OF THE PROJECT:	Project includes mobilization and demobilization; traffic control; demolition, removal and disposal; purchase, installation and startup of new pumps; level controller and associated equipment.
INITIAL CONTRACT VALUE:	\$116,000
FINAL COST OF CONSTRUCTION:	\$116,000
ORIGINAL SCHEDULED COMPLETION DATE:	Sep-17
TIME EXTENSIONS GRANTED:	Yes
ACTUAL COMPLETION DATE:	Dec-17
STOP NOTICES OR MECHANICS LIENS FILED:	NONE
LIQUIDATED DAMAGES ASSESSED:	NONE
TION OF CLAIM, LAWSUIT, OR ARBITRATION:	NONE

Project Name:	Salinas Source Water Industrial Wastewater
Location:	Salinas, CA
Owner:	Monterey Regional Water Pollution Control Agency
Owner Contact:	Jennifer Gonzalez (831)883-6172
Architect or Engineer Name:	E2 Consulting
Architect or Engineer Contact:	Loren Weinbrenner (510)428-4733
Construction Manager:	Jim Bruno (831)384-4081
Description of Project:	Industrial Wastewater Diversion Project--includes demo work, Parshall Flume Structures, SS Influent Structure, Emergency Bypass Structure, replace existing Sluice gate, piping and flap gates.
Initial Contract Value:	1,165,000.00
Final Cost of Construction:	1,588,744.00
Original Scheduled Completion Date:	Sep-15
Time Extensions Granted:	yes
Actual Date of Completion:	Apr-16
Stop Notices or Mechanic's Liens Filed:	none
Liquidated Damages Assessed:	none
Resolution of Claim, Lawsuit, or Arbitration:	none

MONTEREY PENINSULA ENGINEERING		AS OF			
JOB INVENTORY LIST - 2008--2017		17-Jun-18			
YEAR	JOB NAME	Customer	Contact Person	Phone #	FINAL/CONTRACT
2010	APTOS TRANSMISSION MAIN RELOCATION PROJECT	COUNTY OF SANTA CRUZ	HDR--RON PERKINS	916-817-4700	\$5,930,000.00
2011	ROAD REHABILITATION PROJECT	CITY OF HOLLISTER	DAVID RUBCIC	831-636-4340	\$1,296,439.33
2012	LA MESA CLIFFS	CLARK BUILDERS GROUP	ALLEN BRANDT	831-583-2726	\$2,003,534.00
	KENNETH & JUDSON STREETS MAIN REPLACEMENT	CALIFORNIA AMERICAN WATER	GARY HOF SHEIER	831-646-3253	\$572,879.00
	HUCKLEBERRY HILL WATER STORAGE TANK	PEBBLE BEACH COMM SVCS DIST.	MIKE NICCUM	831-647-5604	\$1,078,780.00
	KIDNEY IMPROVEMENT PHASE 2	CLARK BUILDERS GROUP	ALLEN BRANDT	831-583-2726	\$804,775.00
	CARMEL VALLEY RD @ VIA LOS TULARES TRANSMISSION MAIN REPLACEMENT	CALIFORNIA AMERICAN WATER	GARY HOF SHEIER	831-646-3253	\$706,130.00
	CALABASAS ROAD IMPROVEMENTS BRADFORD RD TO BUENA VISTA DR	COUNTY OF SANTA CRUZ	RUSSELL CHEN	831-454-2160	\$854,236.00
	RECONSTRUCTION OF WASTEWATER PUMP STATION 11 & FORCE MAIN REPLACEMENT	CITY OF PACIFIC GROVE	MIKE ZIMMER	831-648-5722	\$1,799,309.00
	URBAN RUNOFF DIVERSION - PHASE 3	CITY OF PACIFIC GROVE	MIKE ZIMMER	831-648-5722	combined with above project
2013	OCEAN STREET SEWER	CITY OF SANTA CRUZ	STEVE WOLFFMAN	831-420-5428	\$1,145,797.00
	2013 SEASIDE MAIN REPLACEMENTS PHASE 1 M1314	CALIFORNIA AMERICAN WATER	GARY HOF SHEIER	831-646-3253	\$1,045,596.00
	RESERVATION ROAD IMPROVEMENTS PROJECT	CITY OF MARINA	EDRIE DE LOS SANTOS	831-884-1212	\$2,034,637.00
	WATER MAIN REPLACEMENT PROJECT	CITY OF SANTA CRUZ	RYAN ERNST	831-420-5429	\$770,316.00
	PACIFIC GROVE MIDDLE SCHOOL SITE IMPROVEMENTS	PGUSD	RICK MILLER	831-646-6509	\$721,755.00
	INSTALLATION OF CAL WATER STATION 15	CALIFORNIA WATER SERVICE CO	DEVI PRASANNA	408-367-8393	\$681,198.00
2014	DAVIS ROAD CLASS II BIKEWAY PROJECT 14-869465	MONTEREY COUNTY RESOURCE MANG AG	JONATHAN PASCUA	831-755-8963	\$921,212.00
	MONTEREY SANITARY SEWER REPAIRS	CITY OF MONTEREY	LORI LYNN WILLIAMSON	831-242-8746	\$2,129,946.00
	SANITARY SEWER MANHOLE PIPELINE REPAIR REHABILITATION	SOUTHWEST PIPELINE	RON BOLGER	310-329-8717	\$1,237,250.00
	OLYMPIA MUTUAL WATER CONSOLIDATION PROJECT	SAN LORENZO VALLEY WATER DIST.	ROB MENZIES	831-430-4615	\$1,408,595.00
	OAK RIDGE/ VIA DEL SOL	AROMAS WATER DISTRICT OFFICE	VICKI MORRIS	831-726-3155	\$1,768,390.00
	SPRINGHILL SUITES - MARINA	COVENANT CONSTRUCTION	ORVILLE WILLIAMS	559-351-5868	\$2,246,000.00
	TEST SLANT WELL-CIVIL WORK PROJECT	CAL AM	DOUGLAS A FRASER	831-236-4494	\$661,400.00
	CAPITAL PROJECTS PHASE 7 FOR WASTEWATER COLLECTION SYSTEM	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$1,039,921.00
	REGIONAL WATER SYSTEM INTERTIES NO 2,3 & 4 - HWY 9	SAN LORENZO VALLEY WATER DIST.	RICK ROGERS	831-338-2153	\$5,733,682.00
2015	CALIFORNIA CENTRAL COAST VETERANS CEMETARY	THE STATE OF CALIFORNIA	GORDON TESSMAN	559-896-1443	\$1,280,000.00
	SALINAS SOURCE WATER-IND WASTEWATER DIV PROJECT	MRWPCA	JENNIFER GONZALEZ	831-883-6172	\$1,165,000.00
	2015 MAIN REPLACEMENT PROJECT	CAL AMERICAN WATER	GARY HOF SHEIER	(831) 646-3253	\$936,074.00
	2014 STREETS PROJECT PHASE II	CITY OF CARMEL	SHARON FRIEDRICHSEN	620-2000	\$641,120.00
	LODGE AREA UTILITY IMPROVEMENT PROJECT	PEBBLE BEACH COMM SERVICES	NICK BECKER	(831) 647-5605	\$2,026,610.00
	SAN LORENZO RIVER PARKWAY PHASE II PROJECT	CITY OF SANTA CRUZ	JOSHUA SPANGRUD	831-420-5160	\$304,298.50
	WEST HILL WATER TREATMENT PLANT - (BART)	SAN BENITO COUNTY WATER DISTRICT	DEAN BAILEY/JOHN WEST	(916) 924-0344	\$1,646,000.00
	WELL NO. 4 PUMP STATION	SPRECKELS WATER COMPANY	WILLIAM GUSTAVSON	530-661-0109	\$343,920.00
	VARIOUS ADA CURB RAMPS AND STORM DRAIN UPGRADE PROJECTS	CITY OF MONTEREY	MARYN MILLER	831-242-8773	\$288,756.00
2016	KING ELEMENTARY SCHOOL ELECTRICAL SERVICE REPLACEMENT	MPUSD	LOU BARTLETT	831-649-4642	\$925,000.00
	ALIANZA WATER TANK	PVUSD	ADAM LINT	831-786-2380	\$1,170,000.00
	OAK CANYON BOOSTER STATION REHABILITATION PROJECT	CITY OF MORGAN HILL	DAVID GITTLESN	408-778-6480	\$1,592,000.00
	CLARK AND COSKY LIFT STATION IMPROVEMENTS	MCWD	PATRICK BREEN	831-883-5951	\$1,192,325.00
	DEL MONTE BLVD PAVEMENT REHABILITATION	CITY OF SEASIDE	LESLIE LLANTERO	831-899-6700	\$343,852.80
	2016 STREET PROJECTS	CITY OF CARMEL BY THE SEA	SHARON FRIEDRICHSEN	831-620-2009	\$1,121,938.00
	LOVERS POINT WATERSHED STORM DRAINAGE & SANITARY SEWER IMPROVEMENTS	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-5722	\$3,549,020.00
	8TH & INTER-GARRISON ROUNDABOUT CSUMB	CSUMB	REYOLA CARLISLE	831-582-3506	\$2,398,000.00
	GWTP RELOCATION FORT ORD	US ARMY	ROBERT LIFFLAND	619-372-9125	\$3,647,750.00
	EAST DUNNE AVENUE WATER MAIN PROJECT	CITY OF MORGAN HILL	DAVID GITTLESN	408-778-6480	\$1,475,400.00
	DEL MONTE BLVD & BEACH RD IMPROVEMENT PROJECT	CITY OF MARINA	EDRIE DE LOS SANTOS	831-884-1212	\$1,952,845.50
2017	W BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENTS	CITY OF SEASIDE	LESLIE LLANTERO	831-899-6832	\$5,999,895.00
	MPWSP MONTEREY PUMP STATION - LUZERN AT HILBY	CAL AM	CHRIS COOK	831-646-3241	\$2,839,200.00
	PUMP STATION 13 VALVE REPLACEMENT AND UPGRADES	MONTEREY ONE WATER	JERRY VALLADAO	831-646-3241	\$1,198,018.57
	N SEASIDE & CARMEL VALLEY WATER MAIN REPLACEMENTS	CAL AM	LESLEY SILVA	831-646-3225	\$2,092,600.01
	7TH AVE PARKING LOT IMPROVEMENTS	CSUMB	PAMELA LAPHAM	831-5824277	\$3,800,000.00
	HIGHLAND AVE SEWER UPGRADE	CITY OF MORGAN HILL	VICKY ROSSI	(408) 310-4182	\$547,900.00
	HILBY AVE PAVEMENT RESTORATION AND CURB RAMP INSTALL	CAL AM	JAY DREWRY	619-446-4777	\$1,481,784.90
	SALINAS YARD IMPROVEMENTS	RYDER TRUCK RENTAL	ANDRES CARVALLO	305-500-5645	\$859,450.00
	HIGH MEADOWS & UPPER RANCHO FIESTA BOOSTER PUMP STATION IMPROV	CAL AM	LESLEY SILVA	831-646-3225	\$686,200.00
	ROBERT DOWN RELOCATABLE CLASSROOM PROJECT	PACIFIC GROVE UNIFIED SCHOOL DISTRICT	MATT KELLY	831-646-6510	\$185,000.00
	EAST LAUREL & ST EDWARDS TRAFFIC IMPROVEMENT PROJECT	CITY OF SALINAS	MARCO BECERRA	831-758-7433	\$879,029.00
	MAIN AVE & MADRONE PIPELINE RESTORATION PROJECT	SANTA CLARA VALLEY WATER DISTRICT		408-265-2600	\$9,946,650.00
	PASEO DEL LAS ROSAS APARTMENTS	ZUMWALT CONSTRUCTION	ROBERT L MCKNIGHT	559-252-1000	\$1,906,750.00

Mike Barthel

Project Manager

Mike joined MPE in 1999. He is a project manager and estimator and is responsible for activities related to engineering, estimating and subcontract management and correspondence. A graduate of Cal Poly Construction Management, San Luis Obispo, he has over 40 years of construction project management experience and specializes in providing service to our private clients.

Monterey Peninsula Engineering--Sample Listing of Equipment

00 500 GAL WTR TRLR	97 PETERBLT 6x6 WT	JD 135C RTS EXCAVATOR	SKYTRAK 4x4 FORKLIFT	TRENCH PAVER
02 FORD F350 FLATBED	98 TRAILMAX T-12-UT	BOBCAT T190 LOADER	DYNAPAC CC1200 ROLLER	GENIE LIGHT TWR
03 PETERBLT FUEL TRUCK	98 TRAILMAX TD-42-T	MOXY DUMP TRUCK	BOMAG BW11RH RT ROLLER	TARGET PAK 10 SAW
04 FORD F350 SERV BODY	99 18' FORM TRAILER	BOMAG BW 213D-3 COMP	IR 130 BW AIR COMP	LINCOLN WELDER
04 FORD F750 WATER TRK	99 ALLCO END DUMP TRLR	TAKEUCHI TL140 LOADER	JD 225D LC EXCAVATOR	HOSE REEL & TRAILER
05 FORD F350 FLATBED	99 FORD 800 20' FLATBED	BOBCAT T180 LOADER	JD 210K 4x4 SKIP LOADER	BOBCAT AUGER 15H
05 FORD F350 FLATBED	99 FORD F350 FLATBED	CAT C8534D VIB ROLLER	CAT 335FLCR EXCAVATOR	D6 DOZER RAKE
05 FORD F550 MECH TRUCK	99 FORD F550 FLATBED	KOBELCO SK25SR-2 EXC	BOBCAT T770 LOADER	B-180 ASPHALT CUTTER
05 FORD F650 BOBTAIL	99 PETERBLT TRACTOR	STANLEY HS6000 SHKR	BOMAG BW120AD-4 ROLL	SWEEPSTER MODEL LH
05 FORD F750 WATER TRK	FUEL TANK TRAILER	52x10 OFFICE TRAILER	JD 744J WHEEL LOADER	CLS ACCUBEAM6 LASER
06 ALLIANCE M2106 SWEEP	CAT D6M LGP DOZER	69 40' TRLR IN YARD	BOBCAT S650 LOADER	24" COMPACTION WHEEL
06 FORD F350 4x4 SRV BDY	KOMATSU D41E-6 DOZER	EAGLE CRUSHING PLANT	CAT 305.5E EXCAVATOR	BITCH POT
06 FREIGHTLINR 2000 GAL WT	BOMAG BW120AD-4 ROLL	AMMANN T16 ROLLER	JD 644K WHEEL LOADER	20' EQ STORAGE SHED
06 GMC 6500 BOBTAIL	KOBELCO SK220	69 40' STORAGE TRLR	HYD THUMB FOR 1280	AC. L MODEL 12' DISK
07 FREIGHTLINER FUEL TRK	MOXY MT30X ATD	CAT 140H BLADE	8' MANHOLE BOX	ELSA10 AIR PACK(A&B)
08 CHEVY C6500 FLATBED	KOMATSU D155AX DOZER	SHIELDS, 8x20 & 4x20	1 3/4 GRUNDOMAT	12' TILT TRAILER
08 FORD F350 MECH TRK	CAT 980C LOADER	CASE 590 SUPER B/H	READ RB40B SCREEN	WACKER DPU4045H #1
08 FORD F350 SERV BODY	BITELLI SF100T4 GRINDER	CAT 966D LOADER	GRUNDOMAT 1-3/4"	CLS ACCUBEAM6 LASER
08 FORD F450 4x4 SRV BDY	KOMATSU D32E-1 DOZER	CAT 623E SCRAPER	SP DUAL SLOPE LASER	B/H COMPACTION WHEEL
08 FORD F450 FLATBED	IR 185 COMPRESSOR	VIBROMAX 602BD	K RAIL LIFTALL 8500	LINCOLN G9 WELDER
08 FORD F550 FLATBED	KOBELCO SK220 EXCAVATOR	CASE 570XLT LDR/SCRPR	18" COMPACTION WHEEL	ROOF ARROW ON #133
08 INTL 4300SBA FLATBED	INGERSOLL AIR COMPRESSOR	BLAWKNOX PF5510 PAVR	MANGUARD 8.5x8 WILEG	DTHWCH TILT TRAILER
08 PETERBLT 4000 GAL WT	JOB 930 2WD FORKLIFT	HYSTER RC150 FORKLFT	36" COMPACTION WHEEL	CLEMCO SAND BLASTER
08 PETERBLT TRANSFER	CASE 590SN 4WD B/H	BOMAG BW213PDB	BLADE LASER ON #399	CGM 929 GAS DETECTOR
09 FORD F750 FLATBED	BOBCAT 963 LOADER	CAT 623B SCRAPER	SOLAR MESSAGE BOARD	BLADE LASER ON #3415
09 FORD F750 BOBTAIL	95 STAND 8X20 M248 MOBILE OFF	DTHWCH 8020 TRNCHR	WACKER DPU4045H #2	ROOF ARROW ON #119
09 PETERBLT 4600 GAL WT	CASE 590 SM BACKHOE	CAT 950E LOADER	SOLAR ARROW BOARD	CGM 929 GAS DETECTOR
10 500 GAK WTR TRLR	CAT CB-634D ROLLER	CAT 140G BLADE	BOBCAT SWEEPER ATTCH	SP SLOPE LASER #1
10 FORD F450 4x4 SRV BDY	CASE 590 SUPER M B/H	BITELLI SF100 GRINDR	KENT KF9 BREAKER	SP LASER RECEIVER #1
11 500 GAL WTR TRLR	BOMAG BW135AD ROLLER	CAT 350L EXCAVATOR	BLADE LASER ON #360	WALTER 153N STEAMER
11 FORD F350 SERV BODY	10X32 M03610 MOBILE OFF	KOMATSU D65E DOZER	GRUNDOMAT 2"	METROTECH LOCATOR
11 KW T800 SUPER 10	LAY-MOR SWEEPER	BOMAG BW213D-2 COMP	SOLAR SIGN BOARD	GW TT200T-MS TACKER
11 KW T800 SUPER 10	CAT 615C SCRAPER	JCB 940 4x4 FORKLIFT	ARI-HETRA LIFT SYS	TRX HB1000 Breaker
11 Redi Haul 16' TRAILER	KOBELCO SK45SR EXC	CAT 815B COMPACTOR	SOLAR ARROW BOARD	GEN EYE CAMERA SYS
12 FORD F450 SERV BODY	CASE 570 MXT LDR/SCRPR	BARCOMILL RAYCO 100B	BOBCAT SWEEPER ATTCH	WALK BEHIND CONC SAW
13 CAT CT660 TRANSPORT	CAT 140M BLADE	HITACHI ZX85 EXCAVATOR	DIAMOND SLURRY SEALR	STANLEY MB356 BREAKER
13 FORD F550 4x4 MECH TR	CASE 590SM 4WD B/H	CASE 590 SN 4WD B/H	BLADE LASER ON #3420	1 3/4 GRUNDOMAT
15 18' PIPE TRAILER	MOXY MT30 ATD	VOGELE SUPER 700 PAVER	BOBCAT PLANER	2003 1000 GAL MUD HOG
15 20' PIPE TRAILER	BOMAG BW90AD ROLLER	IR P-185W AIR COMP	BOBCAT 3570 BREAKER	BOBCAT BLADE ATTACH
15 CAT CT660 TRANSPORT	CASE 570 LDR/SCRPR	CASE 1221E LOADER	BOBCAT SWEEPER ATTCH	ASPHALT ZIPPER AZ480
15 FORD F350 SERV BODY	BOMAG BW900-2 ROLLER	LINCOLN AC PICK UP	80' STACKING CONVEYOR	ASPHALT ZIPPER AZ360
16 FORD F350 SERV BODY	DYNAPAC CC122 ROLLER	CAT CB434D ROLLER	ALLIED 770B BREAKER	TEREX LIGHT TOWER
16 FORD F450 FLATBED	LEROI Q125DJE AIR COMP	JD 14 544K WHEEL LOADER	3 TON BRIDGE CRANE	MAGNUM LIGHT TOWER
17 ALUMA 10' TRAILER	CASE 590 BACKHOE	BOBCAT T590 LOADER	30x60 CONVEYOR	SPOOL TRALER
18 DIAMOND DUMP TRAILER	CASE 590 SUPER M B/H	CAT 328D LCR EXCAVATOR	R&D TRENCH PAVER	DIAMOND TACKER POT
2010 INTERSTATE TRAILER	HITACHI ZX135 EXCAVATOR	BOBCAT S630 LOADER	MILLER CURBER 6" Auger	MIKASA PLATE COMPACT
20 PETERBLT TRACTOR	JD 225C LC RTS EXCAVATR	BOBCAT S770 LOADER	HASCO CNCRTE CRUNCHER	8 x 11 GRIZZLY
24 750 GAL WTR TRLR	JD 06 644J WHEEL LOADER	CASE 590 SN 4WD B/H	06 WACKER DPU 5045H	6 x 7.5 GRIZZLY
25 DOVE TAIL TRAILER 1835	CASE 570 MXT LDR/SCRPR	CAT D6NXL DOZER	McMILLEN AUGER X2450	ABI HVR 60 SHEET DRIVER
27 2 AXL TRASH TRAILER	BOMAG 815-2 PRO-PAVER	KOBELCO SK35SR-5 EXCAV	1000 GAL JACOB MUD HOG	JRB FORK CLAMP ATTACH
27 500 GAL WTR TRLR	IR SD40PDB COMPACTOR	KOBELCO SK70SR-2 EXCAV	24" COMPACTION WHEEL	36" COMPACTION WHEEL
27 COZAD 60T TRAILER	IR COMPRESSOR	IR P185 AIR COMP	SOLAR MESSAGE BOARD	BOBCAT BRUSH CUTTER
97 FORD 5YD DUMP	CAT 950F LOADER	BOBCAT S750 LOADER	30x60 CONVEYOR	BOBCAT BREAKER ATTACH
97 MEGA WATER TOWER	JD 4310 4x4 UTL TRACTOR	BOMAG BW80AD% ROLLER	GENIE LIGHT TWR	

(Note: The following form shall be used in case a bond accompanies bid :)

KNOW ALL MEN BY THESE PRESENTS:

THAT MONTEREY PENINSULA ENGINEERING hereinafter called Principal, ~~THE CONTINENTAL~~ and INSURANCE COMPANY, hereinafter called the Surety, are jointly and severally held and firmly bound unto the SEASIDE COUNTY SANITATION DISTRICT, hereinafter called District, in the penal sum of ten percent (10%) of the total amount of the Bid of Principal for the Work of constructing the **LIFT STATION UPGRADES FOR DEL MONTE, ROSITA AND MILITARY LIFT STATIONS**. This sum not to exceed Ten Percent of Total Amount Bid Dollars (\$ 10% of Amount Bid) lawful money of the United States of America, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the total amount Bid by Principal for Work which is awarded to Principal by the District.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled **LIFT STATION UPGRADES FOR DEL MONTE, ROSITA AND MILITARY LIFT STATIONS**.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Invitation to Bid enters into, executes and delivers to the District an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said agreement in the time stated in the Bid or should fail or refuse to furnish Performance Bond and Payment Bond in the time stated in the Bid, then Principal and Surety shall forfeit to District the penal sum hereof.

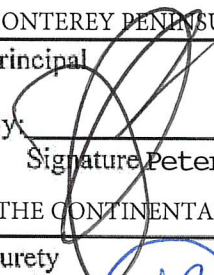
AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 26th day of November, 2018.

MONTEREY PENINSULA ENGINEERING

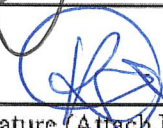
Principal

By: 

Signature Peter J. Taormina, Manager

THE CONTINENTAL INSURANCE COMPANY

Surety

By: 

Signature (Attach Notarial KD Conrad, Attorney-
Acknowledgment of Surety) In-Fact

CNA Center, 333 South Wabash
Chicago, IL 60685

(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)

END SECTION 00 43 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

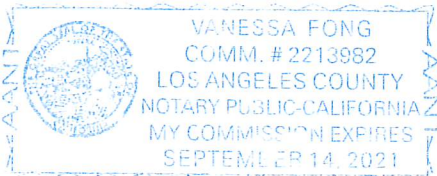
State of California

County of Los Angeles

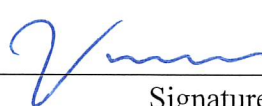
On NOV 26 2018 before me, Vanessa Fong, Notary Public, personally appeared KD Conrad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

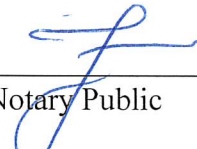
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature




Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Kristine Mendez, Daravy Mady, Lisa K Crail, Simone Gerhard, B Aleman, Benjamin Lee Wolfe, K D Conrad, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

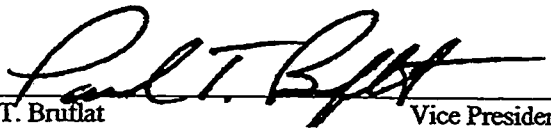
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.

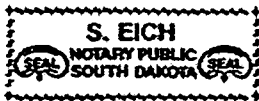


The Continental Insurance Company

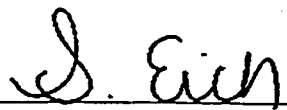

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires February 12, 2021


S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, NOV 26 2018.



The Continental Insurance Company


D. Bult Assistant Secretary

DOCUMENT 00 43 13

BID SECURITY FORM

(Check to accompany Bid)

(Note: The following form shall be used in case check accompanies Bid :)

Accompanying this proposal is a *(Certified) *(Cashier's) check payable to the order of SEASIDE COUNTY SANITATION DISTRICT, hereinafter referred to as "District," for

_____, Dollars (\$ _____), this amount being not less than ten percent (10%) of the total amount of the Bid. The proceeds of this check shall become the property of said District provided this proposal shall be accepted by the said District through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the District if the undersigned shall withdraw his/her bid within the period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

* Delete the inapplicable word

(NOTE: If the Bidder desires to use a guaranty bond instead of a check, the Bid Guaranty Bond Form on the following page shall be executed -- the sum of this bond shall be not less than 10 percent of the total amount of this Bid.)

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2018.

Principal

By: _____
Signature

Surety

By: _____
Signature (Attach Notarial
Acknowledgment of Surety)

(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)

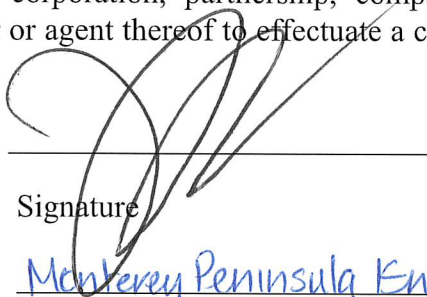
END SECTION 00 43 13

NON-COLLUSION AFFIDAVIT

State of California

County of Monterey

Peter J Taormina, Manager, being first duly sworn, deposes and say that he or she is of Monterey Peninsula Engineering the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed persons, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

Monterey Peninsula Engineering

Name of Bidder

Name of Bidder

Peter J. Taormina, Manager

Title

Title

November 28, 2018

Date

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 28th
day of November, 2018, by Peter J. Taormina

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)  SANDRA L. BRUNO
COMM. #2113258
Notary Public-California
County of Monterey
My Comm. Exp. June 23, 2019
Signature *Sandra L. Bruno*

Attached to Non Collusion Affidavit

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 11/28/18

Contractor

Monterey Peninsula Engineering

By:

Signature

Peter J. Tacmina, Manager

Title

Attest:

By:

Signature

Sandra L. Brune, Admin

Title

END OF DOCUMENT 00 45 26



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: December 18, 2018

**SUBJECT: AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO
EXCEED EIGHT THOUSAND THIRTY FIVE DOLLARS (\$8,035) FOR
PREPARATION OF CULTURAL RESOURCES SURVEY FOR THE
CANYON DEL REY BOULEVARD SEWER REPLACEMENT
PROJECT**

PURPOSE

The purpose of this item is to consider amending an agreement with Harris & Associates to provide professional services for the preparation of a cultural resources survey and technical report in support of the Canyon Del Rey Boulevard Sewer Replacement Project.

ENVIRONMENTAL COMPLIANCE

The proposed amendment is to assist with preparation of environmental documents. Appropriate environmental determinations will be completed prior to award of the construction contract.

RECOMMENDATION

It is recommended the District Board adopt the attached resolution amending the professional services agreement with Harris & Associates for an amount not to exceed Eight Thousand Thirty Five Dollars (\$8,035) to prepare cultural resources survey and technical report in support of the Canyon Del Rey Boulevard Sewer Replacement Project and authorizing the District Manager to execute the Amendment.

BACKGROUND

On May 9, 2017, the District's Board adopted a resolution awarding a Professional Services Agreement to Harris & Associates to provide professional services supporting the implementation of the Capital Improvement Program (CIP). On December 12, 2017, the Board

adopted an amendment for Harris & Associates to provide continued assistance with managing and delivering CIP Projects in order to sustain the Districts infrastructure, including project management and environmental support for the Canyon Del Rey Boulevard Sewer Replacement Project (Project). The Project is within the California Department of Transportation (Caltrans) right of way. Caltrans recently informed staff that the Project is located within a sensitive area and requires a cultural resources survey be conducted and preparation a technical report to satisfy the Caltrans permitting process. At the request of staff, Harris & Associates submitted a Proposal on December 5, 2018, to provide a cultural resources survey and technical report in support of the Project. Staff recommends that an Amendment to the Harris & Associates Agreement be awarded in an amount not to exceed \$8,035.

FISCAL IMPACT

The fiscal year 2018/19 Budget allocated \$590,000 for the Canyon Del Rey Boulevard Sewer Replacement project. The District has approved contracts for design and project management services in the amount of \$180,630, resulting in an available balance of \$409,370. There are sufficient funds available in the adopted budget for the proposed Amended Agreement.

ATTACHMENTS

1. Reso Harris Amend_7
 2. Contract Amendment
-

RESOLUTION NO. 2018- XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS &
ASSOCIATES FOR AN AMOUNT NOT TO EXCEED EIGHT THOUSAND THIRTY FIVE
DOLLARS (\$8,035) FOR PREPARATION OF CULTURAL RESOURCES SURVEY FOR
THE CANYON DEL REY BOULEVARD SEWER REPLACEMENT PROJECT**

WHEREAS, on May 9, 2017, the District's Board adopted a resolution awarding a Professional Services Agreement to Harris and Associates to provide professional project management services for the implementation of the Capital Improvement Program; and

WHEREAS, The California Department of Transportation has required the preparation of a cultural resources survey and technical report as part of permitting approval; and

WHEREAS, on December 5, 2018, Harris & Associates submitted a Proposal for performing cultural resources survey and technical reporting for the Canyon Del Rey Boulevard Sewer Replacement Project; and

WHEREAS, the FY 2018/19 approved budget for the Canyon Del Rey Boulevard Sewer Replacement Project allocated \$590,000 and has a balance of \$409,370; 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.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute an amendment to the professional services agreement with Harris & Associates for an amount not-to-exceed Eight Thousand Thirty Five Dollars (\$8,035) to prepare a cultural resources survey and report for the Canyon Del Rey Boulevard Sewer Replacement Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 18th day of December 2018, by the following vote:

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

,Chair

ATTEST:

Lesley Milton-Rerig, District Clerk

CONTRACT AMENDMENT #7
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

Date: December 11, 2018

Change Requested by: X District Consultant

Contract Date

Project Name

May 30, 2017

Capital Improvements Projects Management

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

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

The purpose of this addendum is to provide additional professional services related to the project named above as described in Exhibit A through A7. The contract terms and conditions shall not be modified except for as stated herein.

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

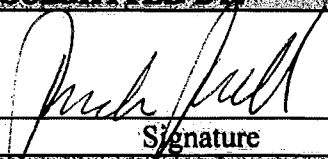
Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6 and A7 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A, Exhibit A6 and Exhibit A7.

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

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4 , Exhibit A5, Exhibit A6 and Exhibit A7 hereto.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$41,880.00	\$337,648	\$8,035	\$387,563
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
36 Months	June 30, 2020	0	June 30, 2020

CONTRACT AMENDMENT #7
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

SUBMITTED BY:		
	Rick Riedl District Engineer	12/12/2018
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank S. Lopez Director, Engineering Services	12/11/2018
Signature	Name and Title	Date



December 11, 2018

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

**Subject: Proposal for Cultural Resources Survey and Technical Reporting
Canyon Del Rey Boulevard Sewer Replacement Project
Task Order #7**

Under the 2017/2018 Capital Improvement Program (CIP) for the Seaside County Sanitation District, Harris & Associates is currently managing the Canyon Del Rey Boulevard Sewer Replacement Project, including the oversight of the engineering and design services from Infrastructure Engineering Corporation (IEC), as well as performing the environmental planning, compliance, and permitting work with our own Harris & Associates team members.

A recent development with the environmental support following requirements imposed by the California Department of Transportation (Caltrans) has uncovered additional services needed to perform the Work in support of the Canyon Del Rey Boulevard Sewer Replacement Project. The out of scope Work consists of cultural resources survey and technical reporting; Harris & Associates intends to retain a specialized subconsultant, Albion, to perform the Work. The Albion proposal is attached for record and reference.

Fee:

\$8,035.05, which consists of the Albion Proposal for \$7,304.59, plus a 10% mark-up.

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

Regards,
HARRIS & ASSOCIATES, Inc.

A handwritten signature in black ink, appearing to read 'Frank S. Lopez', is written over a light blue horizontal line.

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



November 26, 2018

Wendy Young
Environmental Specialist
Harris & Associates
450 Lincoln Avenue, Suite 103, Salinas, CA 93901

RE: Seaside County Sanitation District Sewer Pipeline Replacement Project

Dear Wendy:

Albion Environmental, Inc. (Albion) is pleased to respond to your request for a proposal for a Phase I Cultural Resource Inventory for the proposed Seaside County Sanitation District (SCSD) Sewer Pipeline Replacement Project in Monterey County, California. The SCSD Project is being conducted in compliance with the California Environmental Quality Act (CEQA) and has three components:

- 1) Replacement of portions (810 ft.) of the sewer line along Canyon Del Rey Boulevard (SR 218) in the City of Seaside, including compliance with both CEQA and Caltrans requirements.
- 2) Rerouting of a sewer line to Del Monte Boulevard (3,200 ft.) in Seaside to replace existing pipes along Fremont Boulevard that will be abandoned in place.
- 3) Abandonment of the Tioga Lift Station in the City of Sand City, with a new 800 ft. long sewer main installed between Tioga Avenue and Del Monte Boulevard.

All three components will involve trenching and equipment staging within the right-of-way of existing roadways. Maximum depth of proposed ground-disturbing activities is 10 ft. on Canyon Del Rey Boulevard and up to 24 ft. in the Del Monte/Tioga portions of the project area. New sewer lines will be 12 to 15 in. diameter, with the exception of the Tioga section, which will be 8 in. diameter.

As the proposed Project requires permits from the cities of Seaside and Sand City and is partly located within Caltrans right-of-way, it must comply with CEQA. As such, it is necessary for the Project to determine if it will have an effect on historical resources. The Albion team will conduct investigations per standards and guidelines outlined in CEQA regulations, the Secretary of the Interior's Standards for Archaeological Documentation, and the Caltrans Standard Environmental Reference (SER), Volume 2: Cultural Resources and associated Exhibits. The required cultural resource studies and associated reports, a technical report on results of research and fieldwork and a Caltrans Historical Resources Compliance Report (HRCR), will be carried out under the supervision of Douglas Ross, PhD, who exceeds the Secretary of the Interior's Professional Qualifications Standards and is a Principal Investigator for Albion's Caltrans projects in Districts 5, 6, 9, and 10.

Below, we present a scope of work for this effort, separated into essential tasks necessary to complete the proposed work. We also provide an itemized budget spreadsheet.

1414 Soquel Avenue, Suite 205
Santa Cruz, CA 95062

(831) 469-9128 Santa Cruz
(805) 592-2222 San Luis Obispo

albionenvironmental.com

SCOPE OF WORK

MOBILIZATION AND MANAGEMENT

Over the course of the Project, Albion will require time for contract management, meetings and correspondence, and employee and equipment management. The Project Manager, Douglas Ross, will manage the overall Project scope, budget, and reporting, and will be the primary Albion liaison with you. The Field Director will be in charge of mobilizing and managing equipment and crew for the fieldwork.

BACKGROUND RESEARCH

Albion will conduct background research in order to understand the complex history of the area, as well as the historic and archaeological resources within the Project Area and the immediate vicinity. The background research will include a records search performed at the Northwest Information Center (NWIC) located at Sonoma State University in Rohnert Park. The purpose of the records search is to identify any past studies and previously recorded sites within a 0.25-mile radius of the project area to satisfy regulatory scrutiny and environmental review. Albion will also conduct archival research, including historic maps and photos, to identify historic land uses in the vicinity. This background research is essential for understanding the historic and archaeological resources located within the Project Area.

NATIVE AMERICAN OUTREACH

This Task involves conducting Native American outreach in an effort to fully identify cultural resources within the project area. Tribal groups and individual Native Americans have taken an active interest in development projects throughout California's central coast. Albion will work with all parties to develop a positive working relationship with the Native American community and avoid the acrimony that can stall projects and the environmental review process. Albion has found that early, open consultation with the community is the key to positive relationships that add value to a project.

In order to facilitate outreach with interested parties, Albion will prepare and send a stakeholder and sacred lands file search request to the Native American Heritage Commission (NAHC). Albion will then send outreach letters to all groups and individuals identified by the NAHC to solicit information or comments regarding the Project, as well as any and all additional follow up communications. Albion's Senior Technical Specialist (Native American Consultation) will be available as needed to discuss the project with Tribes and interested parties. Albion will solicit and include any comments or issues identified by the Native American community in the draft technical report and appendix.

FIELDWORK

The Albion team will begin the field survey upon the review of the records search results from the NWIC and upon completion of the archival research. Working within the Project Area, the fieldwork will entail

a full coverage pedestrian survey of the proposed Project Area. Albion will conduct the pedestrian survey using parallel transects that are spaced 5 to 10 meters apart in an effort to provide a full-coverage survey. Upon encountering areas where cultural resources are identified, the initial survey will be followed by an intensive survey with transects spaced at 1 meter or less. The area in the vicinity of the find will be thoroughly inspected to determine whether the find will be treated as an isolate or whether it makes up a portion of a larger archaeological site. Provenience data, such as survey area and Project design specifications will be tracked using the Trimble GeoXH GPS machines and USGS 7.5" topographic maps. All GPS recording will be conducted on units compatible with ArcGIS software version 10.5.

Albion assumes that there will be no access restrictions, meaning that the entire project area will be available to be surveyed in a timely manner. Should we encounter access restrictions, then additional mobilization and fieldwork costs will be necessary. We assume Albion will not be responsible for acquiring an encroachment permit or paying associated fees.

TECHNICAL REPORT AND CALTRANS HISTORICAL RESOURCES COMPLIANCE REPORT

This Task involves compiling the background research and field data into a technical report to be used for regulatory compliance in the environmental review process. The technical report will, at a minimum, meet the *Secretary of the Interior's Standards for Archaeological Documentation*, and will be developed in accordance with the California Department of the Parks and Recreation, Office of Historical Preservation, Archaeological Resource Management Reports: Recommended Contents and Format (1991). The draft report will be a polished version of the final report and will contain an abstract, introduction, natural and cultural context, field and analytical methods, survey results, summary and discussion, and management recommendations. Albion will also produce a Historical Resources Compliance Report (HRCR) to include with the technical report in compliance with Caltrans requirements for the Canyon Del Rey portion of the Project Area. Albion will subsequently provide final copies of these reports that address and/or incorporate all client comments.

BUDGET AND SCHEDULE

Albion will undertake this contract on a time and material basis and for a price not anticipated to exceed \$7,304.59 (see enclosed cost estimate). Albion will initiate and complete the records search, Native American outreach, and background research upon receipt of a signed contract and notice to proceed. The records search request could take up to a month to process and the outreach process could take up to eight weeks to complete. Albion will conduct all fieldwork once results of the records search have been received and reviewed. The Draft Cultural Resource Inventory Report will be submitted to the client once Native American outreach has concluded. Albion will provide the client with the Final Cultural Resource Inventory Report and HRCR within two weeks of receipt of any review comments on the drafts report. Please contact me at (831) 252-3436 if you have any questions or need any additional information. Thank you for the opportunity to submit a proposal for this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Ross".

Doug Ross, Ph.D., RPA
Project Manager

Attachment 1. Proposed Budget

Attachment 1

Proposed Budget



SCSD Sewer Replacement Project

Harris & Associates
November 26, 2018

Labor	Rate	Phase 1 Mobilization and Management		Phase 2 Background Research		Phase 3 Native American Outreach		Phase 4 Fieldwork		Phase 5 Reporting		Phase 6 Caltrans HRCR		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal 3A - Peelo	\$103.95	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$207.90	1	\$103.95	3	\$311.85
Senior Archaeologist 6B - Ross	\$99.50	8	\$796.00	4	\$398.00	0	\$0.00	0	\$0.00	8	\$796.00	8	\$796.00	28	\$2,786.00
Senior Archaeologist 4A - D'Oro	\$84.65	0	\$0.00	1	\$84.65	10	\$846.50	0	\$0.00	4	\$338.60	2	\$169.30	17	\$1,439.05
Administrative 9B - Convisser	\$78.71	0	\$0.00	0	\$0.00	4	\$314.84	0	\$0.00	2	\$157.42	1	\$78.71	7	\$550.97
Archaeologist 6A - Spellman	\$71.28	2	\$142.56	0	\$0.00	0	\$0.00	8	\$570.24	4	\$285.12	0	\$0.00	14	\$997.92
Archaeologist 4A	\$59.40	0	\$0.00	0	\$0.00	0	\$0.00	8	\$475.20	0	\$0.00	0	\$0.00	8	\$475.20
Total Labor		10	\$938.56	5	\$482.65	14	\$1,161.34	16	\$1,045.44	20	\$1,785.04	12	\$1,147.96	77	\$6,560.99
Other Direct Costs		<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>	<i>Units</i>	<i>Cost</i>
Mileage	\$0.545	0	\$0.00	0	\$0.00	0	\$0.00	80	\$43.60	0	\$0.00	0	\$0.00	80	\$43.60
NWIC Records Search	\$700.00	0	\$0.00	1	\$700.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$700.00
Total ODCs			\$0.00		\$700.00		\$0.00		\$43.60		\$0.00		\$0.00		\$743.60
Total Cost			\$938.56		\$1,182.65		\$1,161.34		\$1,089.04		\$1,785.04		\$1,147.96		\$7,304.59



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Craig Malin, City Manager

DATE: December 18, 2018

**SUBJECT: APPROVE MASTER TAXING ENTITY AGREEMENT WITH CITY
OF SEASIDE**

PURPOSE

The purpose of this time is to receive funds related to the contemplated sale of property at the Bayonet/Black Horse.

RECOMMENDATION

It is recommended that the District Board approve the Master Taxing Entity Agreement.

BACKGROUND

The Seaside City Council has approved a Second Amendment to the Second Amended and Restated Disposition and Development Agreement (DDA) with Monterey Bay Resorts, LLC, for the resort hotel project on the Bayonet/Black Horse Golf Course. The DDA requires execution of a Revised Master Taxing Entity Agreement by taxing authorities for the parcel. The agreement will provide \$22,074 as a non-refundable deposit for the purchase of the property, with an additional \$192,792 required upon closing, which is expected in May of 2019.

FISCAL IMPACT

The agreement will provide \$22,074 as a non-refundable deposit for the purchase of the property, with an additional \$192,792 required upon closing, which is expected in May of 2019.

ATTACHMENTS

1. Revised Master Taxing Entity Agreement
-

Meeting Date: December 18, 2018

REVISED MASTER TAXING ENTITY AGREEMENT

This **REVISED MASTER TAXING ENTITY AGREEMENT** (this “Agreement”, which is a so-called “compensation agreement under Health and Safety Code Section 34180(f)”, is dated as of _____, 2018, and is entered into by and among the City of Seaside (“City”) and the following public agencies (the City and the public agencies are each a “Taxing Entity” or “Party”, and collectively the “Taxing Entities” or “Parties”):

County General Fund
County Library
Monterey County Water Resources Agency
Monterey County Water Resources Agency, Zone 11
Monterey Peninsula Water Management Agency
Monterey Peninsula Regional Parks
North Salinas Valley Mosquito Abatement District
Moss Landing Harbor District
Seaside County Sanitation District
Monterey County Office of Education
Monterey Peninsula Unified School District
Monterey Peninsula Community College
ERAF

RECITALS:

A. The Redevelopment Agency of the City of Seaside (the “Former Agency”) entered into a Disposition and Development Agreement with Seaside Resort Development, LLC (“Developer”), dated as of July 7, 2005, with respect to an approximately 80-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside (“City”), and then amended it by a First Amendment dated March 15, 2007, and a letter dated April 15, 2009 (“SRD DDA”).

B. Pursuant to the SRD DDA, the Developer acquired 30 “early start lots” from the Former Agency. The property subject to the SRD DDA, less such 30 lots sold to the Developer, is approximately 70 acres and is hereinafter referred to as the “Site”.

C. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (“*Matosantos*”), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Redevelopment Agency of the City of Seaside (“Successor Agency”) was established, and an oversight board to the Successor Agency was established, which was subsequently replaced by a countywide oversight board (each, an “Oversight Board”). Pursuant to California Health and Safety Code (“HSC”) Section 34175(b) and the California Supreme Court’s decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the Site.

D. The Successor Agency and the Developer then entered into an Amended and Restated Disposition and Development Agreement, dated February 5, 2014, with respect to the

Site (“DDA”) which was approved by the California Department of Finance (“DOF”), and which gave the Developer certain credit against the purchase price for acquisition of the various portions or phases of the Site and extended deadlines for completion of the hotel and residential project described therein (“Project”).

E. Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addresses the disposition and use of the properties of the Former Agency, including the Site. By letter dated May 29, 2015, the DOF approved the LRPMP, as revised (“LRPMP”). Accordingly, the properties identified in the LRPMP, including the Site, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

F. Pursuant to HSC Section 34191.3, the LRPMP shall govern and shall supersede all other provisions of the Dissolution Act (AB X1 26, as modified and amended) relating to the disposition of the real property assets of the Former Agency.

G. Although the Site is encumbered by the DDA, which is an enforceable obligation of the Former Agency, the LRPMP provides for the transfer of the Site by the Successor Agency from the Trust Fund to the City for future development of the Project, subject to the City entering into a compensation agreement with each of the Taxing Entities to compensate them for the Site in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to HSC Section 34188. The Site was moved from the enforceable obligation category to the future development category in the revised LRPMP to address the DOF’s direction (given in connection with the DOF’s approval of the DDA) to consider options to expeditiously wind down the affairs of the Former Agency, including assigning administration of the DDA to the City and transferring the Site to the City.

H. The Successor Agency intends to assign its rights and obligations in and under the DDA to the City and convey the Site to the City and enter into an agreement with the City for the City to administer the DDA subject to the effectiveness of a resolution of the Oversight Board approving the foregoing, and the City Council intends to accept the conveyance of the Site and the assignment by the Successor Agency. In connection therewith, the City Council adopted its Resolution No. 17-91 on December 7, 2017, authorizing the City to enter into a compensation agreement with the Taxing Entities with respect to the Site substantially in the form attached to Resolution No. 17-91 (“Original Master Taxing Entity Agreement”).

I. The Original Master Taxing Entity Agreement provides that the Taxing Entities consent to the Successor Agency conveying the Site to the City and assigning its rights and obligations in and under the DDA to the City and, following such assignment, the City entering into an amended and restated DDA with a new developer provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Site under the DDA or materially extend the deadlines in the DDA for sales of phases of the Site.

J. [On November 15, 2018], the City Council adopted Resolution No. ____, approving an amendment to the amended and restated DDA whereby the closing date for the sale of the hotel/resort land will be extended by six months to [May 19, 2019], which extension arguably would materially extend the deadlines in the DDA for the sale of the phases of the Site,

thereby negating the consent of any Taxing Entity which has previously executed the Original Master Taxing Entity Agreement.

K. As of the date of adoption of Resolution No. ___, a number of Taxing Entities have executed the Original Master Taxing Entity Agreement but the Original Master Taxing Agreement is not effective; the effective date of the Original Master Taxing Entity is when all of the parties have executed the Original Master Taxing Entity Agreement, the Successor Agency has conveyed the Site to the City, and the Successor Agency and the City have entered into the Assignment Agreement.

L. On account of the extension described in Paragraph J hereof, the Parties are entering into this Revised Master Taxing Entity Agreement, which supersedes the Original Master Taxing Entity Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Agreement.

Section 2. Original Master Taxing Entity Agreement Superseded. This Agreement supersedes the Original Master Taxing Entity Agreement by and among the City and the Taxing Entities.

Section 3. Consideration. In consideration for entering into this Agreement, the Taxing Entities agree that the City will pay a non-refundable amount to each Taxing Entity upon that Taxing Entity's execution of this Agreement in accordance with the payment amounts set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Compensation. The Taxing Entities agree that the City will pay compensation to the Taxing Entities for the Site as follows:

(i) The total compensation will be equal to the sales proceeds received by the City from the Developer for the periodic sales of portions or "phases" of the Site in accordance with the terms of the DDA, less the costs of sale to be borne by the City under the terms of the DDA;

(ii) The total compensation will be paid in installments which correspond (both in the amount and the timing of the payment) with the Developer's acquisition of the Site in phases, as provided for in the DDA;

(iii) The City will remit the sales proceeds received by the City in connection with each closing within ten (10) business days of the City's receipt thereof to the Monterey County Auditor-Controller for remittance by the Auditor-Controller to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to HSC Section 34188 at the time of the payment; provided that if the Monterey County Auditor-Controller notifies the City to remit payments directly to the Taxing Entities, the City will make payments to the Taxing

Entities in proportion to their shares of the base property tax as determined by the Auditor-Controller pursuant to HSC Section 34188 at the time of the payment by check delivered to their addresses listed on their respective signature pages hereof within ten (10) business days of the City's receipt of sale proceeds. The Taxing Entities and their existing percentage shares of the based property tax are listed in Exhibit A, attached hereto and incorporated herein; and

(iv) The legal description of the Site, purchase prices and credits are described in the DDA [**DISCUSS RESIDENTIAL**] and the Schedule of Performance is consistent with Section 5 below and the amendment described in Recital J above. The Taxing Entities acknowledge receipt of a copy of the DDA and such amendment.

(v) Pursuant to the amendment to the DDA described in Recital J above, the City must receive a conditional extension fee payment of \$1,400,000 and an additional payment of \$104,039 from the new developer within ten (10) days after the amendment is executed. The amendment provides that if the conditions to effectiveness of the DDA are satisfied, but the closing of the sale of Hotel Component Phases does not occur by May 15, 2019, then the \$1,400,000 fee will be retained by the City (unless the failure to close results from a City default). The City will then distribute the \$1,400,000 extension fee among the Taxing Entities (in proportion to their rights to receive sale proceeds under Section 4(iii) above). The amendment also provides that the \$104,039 payment will be distributed among the Taxing Entities, but each Taxing Entity will not receive its share unless and until it duly approves, executes and returns this Master Taxing Agreement; however, once paid to a Taxing Entity for such executed Master Taxing Agreement, such payment of its share of the \$104,039 need not be returned.

Section 5. Consent to Transfer of the Site, Assignment of DDA, and Amendment of DDA. The Taxing Entities hereby irrevocably consent to (i) the Successor Agency transferring the Site to the City in accordance with the approved LRPMP; (ii) the Successor Agency assigning its rights and obligations in and under the DDA to the City in accordance with the approved LRPMP; and (iii) following such assignment, the City entering into an amended and restated DDA with a new developer (which supersedes the existing DDA and includes the City's consent to an assignment by the Developer of the DDA to the new developer); provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Property under the DDA or extend the deadlines in the DDA for sales of Hotel Component Phases beyond [May 15, 2019.]

Section 6. Effective Date. The effective date of this Agreement will be the date that all of the following have occurred: (i) the Parties have executed this Agreement, (ii) the Successor Agency has conveyed the Site to the City, and (iii) the Successor Agency and the City have entered into an agreement in which the Successor Agency assigns its rights and obligations in and under the DDA to the City.

Section 7. Authorization. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party. In addition:

(a) The County of Monterey (the "County") warrants that in addition to entering into this Agreement by and on behalf of the County, the County has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the County General Fund (Fund No. 19000) and the County Library (Fund No. 19500);

(b) The Monterey County Office of Education (the "MCOE") warrants that in addition to entering into this Agreement by and on behalf of the MCOE, the MCOE has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the ERAF (Fund No. 01700); and

(c) The Monterey County Water Resources Agency (the "MCWRA") warrants that in addition to entering into this Agreement by and on behalf of the MCWRA, the MCWRA has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the Monterey County Water Resources Agency, Zone 11 (Fund No. 3800).

Section 8. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Agreement or on any obligations under the terms of this Agreement.

Section 9. Assignment. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

Section 11. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 12. Notices. All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as specified on the signature pages of this Agreement; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

Section 13. Severability. If one or more of the covenants or agreements provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any

amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

Section 15. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 16. Governing Law. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 17. Amendments. This Agreement may be amended from time to time by written instrument executed by all of the Parties, provided that if an amendment only affects a particular Taxing Entity or Taxing Entities, this Agreement may be amended by written instrument executed by the City and the particular Taxing Entity or Taxing Entities affected by the amendment.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

City of Seaside

By: _____

Print Name: _____

Title: _____

Attest by: _____
City Clerk

Approved as to form:

Address for Notices:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93995
Attn: City Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the County of Monterey, the County General Fund and the County General Library.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Water Resources Agency and Monterey County Water Resources Agency, Zone 11.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Water Management Agency

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Regional Parks

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

North Salinas Valley Mosquito Abatement District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Moss Landing Harbor District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Seaside County Sanitation District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Office of Education and ERAF.

By:_____

Print Name:_____

Title:_____

Attest by:_____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Unified School District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Community College

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

EXHIBIT "A"

Taxing Entities and Their Existing Percentage Shares

Code	Name	Percentage of Revenues
19000	County General Fund	0.135471
19500	County Library	0.015822
21000	City of Seaside	0.209487
37000	Monterey County Water Resources Agency	0.000883
38000	Monterey County Water Resources Agency, Zone 11	0.000137
43500	Monterey Peninsula Water Management Agency	0.004986
44600	Monterey Peninsula Regional Parks	0.009004
47300	North Salinas Valley Mosquito Abatement District	0.004746
47400	Moss Landing Harbor District	0.000001
48000	Seaside County Sanitation District	0.014717
25300	Monterey County Office of Education	0.031497*
27400	Monterey Peninsula Unified School District	0.517375*
27800	Monterey Peninsula Community College	0.055873*
01700	ERAF	0.000000*
		<u>1.000000</u>

*For the purpose of distributing the proceeds of property sales to the Taxing Entities, the ERAF percentage share is allocated among the Monterey County Office of Education, the Monterey Peninsula Unified School District, and the Monterey Peninsula Community College.

EXHIBIT "B"

TAXING ENTITIES AND THEIR CONSIDERATION

(ALLOCATION OF \$104,039)

<u>TAXING ENTITY</u>	<u>AMOUNT</u>
MPUSD	\$ 51,737
City of Seaside	\$ 20,948
County General Fund	\$ 13,547
MPC	\$ 5,587
County Office of Education	\$ 3,139
County Library	\$ 1,582
Seaside County Sanitation District	\$ 1,471
Monterey Pen. Regional Parks	\$ 1,000
Monterey Pen. Water Mgmt. Agency	\$ 1,000
N. Salinas Mosquito Abatement Dist.	\$ 1,000
Monterey County Water Resource Agency	\$ 1,000
Monterey County Water Resource Agency (z11)	\$ 1,000
Moss Landing Harbor District	<u>\$ 1,000</u>
TOTAL	\$104,039

Seaside Resort at Monterey Bay Land Purchase Distribution
 Payments to taxing entities (illustrative)

Taxing Entity	% revenue	Non-refundable		Subtotal	+ Payment At Closing (5/15/19)	= Total
		Deposit	+ Extension \$	= Subtotal		
MPUSD	0.517375	\$724,325	\$51,737	\$776,062	\$6,777,612	\$7,553,674
City of Seaside	0.209487	\$293,281	\$20,948	\$314,229	\$2,744,279	\$3,058,508
County General Fund	0.135471	\$189,659	\$13,547	\$203,206	\$1,774,670	\$1,977,876
MPC	0.055873	\$ 78,222	\$ 5,587	\$ 83,809	\$ 731,936	\$ 815,745
County Office of Education	0.031497	\$ 44,095	\$ 3,139	\$ 47,234	\$ 412,610	\$ 459,844
County Library	0.015822	\$ 22,150	\$ 1,582	\$ 23,732	\$ 207,268	\$ 231,000
Seaside County Sanitation Dist.	0.014717	\$ 20,603	\$ 1,471	\$ 22,074	\$ 192,792	\$ 214,866
Monterey Pen. Regional Parks	0.009004	\$ 12,605	\$ 1,000	\$ 13,605	\$ 117,952	\$ 131,557
Monterey Pen. Water Mgmt. Agency	0.004986	\$ 6,980	\$ 1,000	\$ 7,980	\$ 65,316	\$ 73,296
N. Salinas Mosquito Abatement Dist.	0.004746	\$ 6,644	\$ 1,000	\$ 7,644	\$ 62,172	\$ 69,816
Mont. County Water Resource Agency	0.000883	\$ 1,236	\$ 1,000	\$ 2,236	\$ 11,567	\$ 13,903
Mont. County Water Resource Agency (z11)	0.000137	\$ 191	\$ 1,000	\$ 1,191	\$ 1,794	\$ 2,985
Moss Landing Harbor District	0.000001	\$ 1	\$ 1,000	\$ 1,001	\$ 13	\$ 1,014