



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Tuesday, December 10, 2019, 9:30 AM

City of Seaside Conference Room

1. **CALL TO ORDER**

2. **ROLL CALL**

BOARD OF DIRECTORS

Jerry Blackwelder
Pat Lintell
Jon Wizard

Chair
First Vice Chair
Second Vice Chair

3. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. **PUBLIC COMMENT**

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. **CONSENT AGENDA**

A. APPROVAL OF MINUTES FROM THE NOVEMBER 12, 2019 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the November 12, 2019 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR NOVEMBER 2019

PURPOSE: Receive Seaside County Sanitation District Operations Report for November 2019

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

C. APPROVAL OF OCTOBER 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE: Approval of expenditures for October 2019 for the Seaside County Sanitation District in the amount of \$65,822.48

RECOMMENDATION: Approve expenditures for October 2019. Total expenditures were \$65,822.48. A drawdown in the amount of \$501,250.23 for September and October 2019 expenditures is being requested. September expenditures in the amount of \$435,427.75 were approved on November 12, 2019.

D. REIMBURSEMENT AGREEMENT WITH THE CITY OF DEL REY OAKS FOR SEWER DESIGN SERVICES

PURPOSE: The purpose of this is to consider a reimbursement agreement with the City of Del Rey Oaks for design services to be performed by the District.

Environmental Compliance

The City of Del Rey Oaks will be responsible for determining and completing CEQA documentation as applicable.

RECOMMENDATION: It is recommended to authorize the District Manager to execute a reimbursement agreement with the City of Del Rey Oaks for design services to be performed by the District.

E. CONTRACT AGREEMENT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$14,400 FOR EMERGENCY CONSTRUCTION OF SEWER MAIN AT ORD GROVE AVENUE AND NOCHE BUENA STREET

PURPOSE: The purpose of this item is to retain Don Chapin Company for emergency repair of sanitary sewer main at intersection of Ord Grove Street and Noche Buena Avenue.

CEQA: The proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution for a contract Agreement with Don Chapin Company for an amount not to exceed Fourteen Thousand Thousand Four Hundred Dollars (\$14,400) to provide emergency construction services and authorizing

the District Manager to execute the Agreement.

F. APPROVE AN INFRASTRUCTURE AGREEMENT WITH MCDONALD'S CORPORATION FOR RELOCATION OF SANITARY SEWER MAIN

PURPOSE: The purpose of this item is for the Board to consider approving a Infrastructure Agreement with McDonald's Corporation for the relocation of sanitary sewer main.

CEQA: In accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt.

RECOMMENDATION: It is recommended that the Board approve a resolution authorizing the District Manager to execute the Infrastructure Agreement with the McDonald's Corporation for the relocation of sanitary sewer main.

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.

A. COMMUNICATION: LETTERS SENT TO SAND CITY BUSINESSES DUE TO BLOCKAGE.

PURPOSE: Communication by District Engineer

RECOMMENDATION: Receive report of communications by District Engineer

7. BOARD MEMBERS COMMENTS

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 14, 2020
Seaside City Hall
9:30 AM

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 12, 2019 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:34 AM.

2. ROLL CALL

PRESENT: Wizard, Lintell, Blackwelder

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CLOSED SESSION

Chair Blackwelder rearranged the agenda, moved the Closed Session item to the end due to him having a conflict of interest on that particular item.

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

Nothing to report.

6. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District approved Consent Agenda as presented.

RESULT:

Approved

AYES:

Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES:

None

A. APPROVAL OF MINUTES FROM THE SEPTEMBER 10, 2019 REGULAR MEETING.

Action: Approved

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR SEPTEMBER 2019 AND OCTOBER 2019.

Action: Received

C. APPROVAL OF AUGUST & SEPTEMBER 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

Action: Approved

7. NEW BUSINESS

A. ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND), ADOPTION OF RESPONSES TO COMMENTS TO THE IS/MND, AND ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CANYON DEL REY CMP SEWER MAIN REPLACEMENT PROJECT AND DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT.

On motion by Council Member Jon Wizard and seconded by Second Vice Chair Pat Lintell and passed by the following vote the Seaside County Sanitation District Adopted a resolution approving the initial study/mitigated negative declaration (IS/MND), Comments and Responses to the IS/MND, and the Mitigation Monitoring and Reporting Program (MMRP) for the Canyon Del Rey CMP Sewer Main Replacement Project and Del Monte Boulevard Sewer Main Replacement Project and authorize filing of a Notice of Determination with the Monterey County Clerk.

RESULT:

Adopted

AYES:

Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES:

None

8. STAFF REPORTS

None.

9. BOARD MEMBERS COMMENTS

None.

10. ADJOURNMENT

On motion, the meeting was adjourned at 9:59 AM.

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer
Billy Thomas, Junior Engineer

DATE: December 10, 2019

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR NOVEMBER 2019**

PURPOSE

Receive Seaside County Sanitation District Operations Report for November 2019

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 2019.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report November_19-20
 2. Flush Map_November_19-20
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

Seaside County Sanitation District Operations Report

Fiscal Year 2019/2020 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	0	0	0
Main Line Jetted	0	20,252	0	567	3,893	99,883	3,893	120,702
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	971	277	1,675	4,111	19,719	4,650	22,365
Stoppages								
Main Line	0	0	0	0	2	6	2	6
Laterals	0	0	0	0	3	5	3	5

Sewer Repairs

Del Monte Blvd - B9-30 to B9-? - Replace 22" VCP with 22" SDR

Sewers Video

none

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1900 Del Monte - Lateral - Rags and Grease
1122 Harcourt Ave - Lateral
1075 Haviland - Lateral - Roots
Military at E.Frontage Rd - Mainline - Roots

Overflow Locations

Del Rey Oaks

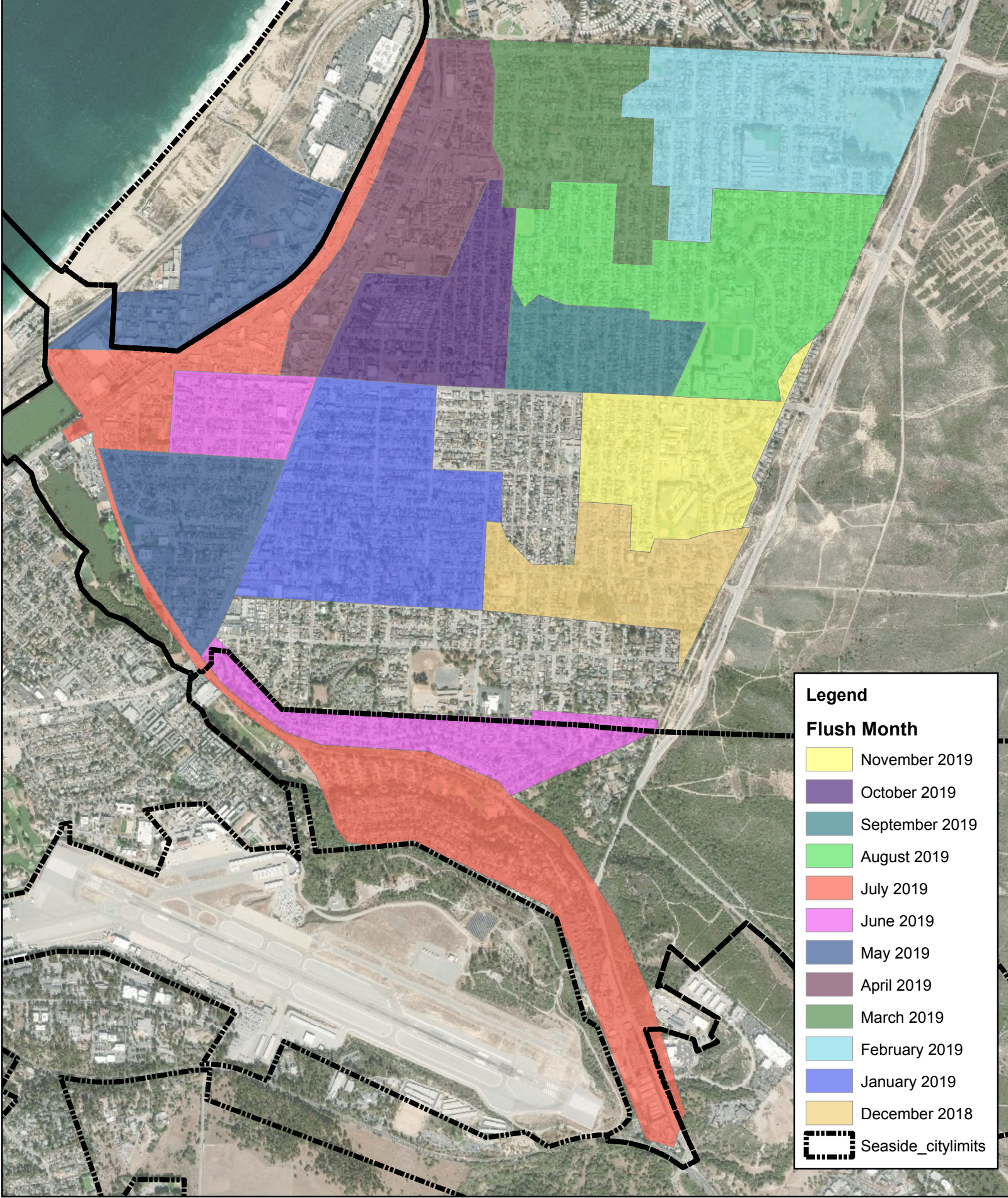
None

Sand City

None

Seaside

1901 Del Monte Blvd - Mainline - Rags and Grease

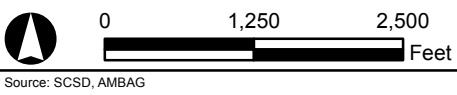


Legend

Flush Month

- November 2019
- October 2019
- September 2019
- August 2019
- July 2019
- June 2019
- May 2019
- April 2019
- March 2019
- February 2019
- January 2019
- December 2018

Seaside_citylimits



SEASIDE COUNTY SANITATION DISTRICT

Flush Map



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Kimberly Drabner, Finance Director

DATE: December 10, 2019

SUBJECT: APPROVAL OF OCTOBER 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE

Approval of expenditures for October 2019 for the Seaside County Sanitation District in the amount of \$65,822.48

RECOMMENDATION

Approve expenditures for October 2019. Total expenditures were \$65,822.48. A drawdown in the amount of \$501,250.23 for September and October 2019 expenditures is being requested. September expenditures in the amount of \$435,427.75 were approved on November 12, 2019.

BACKGROUND

The expenditure report for October 2019 is attached. The cash balance as of October 31, 2019 was \$7,894,426.08.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. OCT19 expenditure spreadsheet 12-10-2019
 2. EFT Form 12-10-19
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Reviewed for Submission to the
Board by:



Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
OCTOBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-0001	SALARIES	6,374.26	4,765.74	1,608.52
951-8810-0002	OVERTIME	1.46	1.46	-
951-8810-0006	WORKERS COMPENSATION	-	-	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8810-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8810-0016	DEFERRED COMPENSATION	84.01	62.86	21.15
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	-	-	-
951-8810-0031	PERS PENSION	670.72	490.28	180.44
951-8810-0032	PARS PENSION	454.44	339.77	114.67
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	1,285.98	882.01	403.97
951-8810-0051	DENTAL INSURANCE-GUARDIAN	89.15	54.72	34.43
951-8810-0061	VISION INSURANCE	9.28	6.37	2.91
951-8810-0071	LTD	15.63	10.02	5.61
951-8810-0081	LIFE INSURANCE	14.86	9.61	5.25
951-8810-0092	MEDICARE TAX	90.24	66.13	24.11
951-8810-1022	LEGAL SERVICES	1,549.55	-	1,549.55
951-8810-1025	CITY AUDIT	-	-	-
951-8810-1029	TRAINING AND EDUCATION	203.00	-	203.00
951-8810-1030	CONSULTANT	1,961.25	1,103.75	857.50
951-8810-1033	FITNESS PROGRAM	11.99	11.99	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	-	-	-
951-8810-5132	TELEPHONE	612.72	459.54	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	24,342.37	-	24,342.37
951-8810-9395	VEHICLE MAINTENANCE	-	-	-
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
OCTOBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	49,554.50	38,404.30	11,150.20
951-8820-0002	OVERTIME	4,167.38	3,751.82	415.56
951-8820-0006	WORKERS COMPENSATION	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0016	DEFERRED COMPENSATION	467.18	355.30	111.88
951-8820-0030	PERS PENSION OB BOND	-	-	-
951-8820-0031	PERS PENSION	4,748.98	3,697.63	1,051.35
951-8820-0032	PARS PENSION	156.17	123.34	32.83
951-8820-0033	LIUNA PENSION	828.73	652.80	175.93
951-8820-0041	MEDICAL INSURANCE	6,547.46	5,045.60	1,501.86
951-8820-0051	DENTAL INSURANCE-GARDIAN	380.92	276.00	104.92
951-8820-0061	VISION INSURANCE	46.60	35.04	11.56
951-8820-0071	LTD	76.92	55.46	21.46
951-8820-0081	LIFE INSURANCE	61.46	43.70	17.76
951-8820-0092	MEDICARE TAX	726.37	569.78	156.59
951-8820-1029	TRAINING AND EDUCATION	-	-	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	20.25	13.50	6.75
951-8820-2049	UNIFORM SERVICE / LAUNDRY	762.29	350.63	411.66
951-8820-2068	REFUSE DISPOSAL	22.94	-	22.94
951-8820-2073	SUBCONTRACTED WORK	16,777.69	4,799.97	11,977.72
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	1,600.55	1,042.45	558.10
951-8820-3097	SAFETY EQUIPMENT	360.51	360.51	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	500.00	500.00	-
951-8820-4122	DUES AND MEMBERSHIPS	856.85	1,624.70	(767.85)
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	1,954.81	-	1,954.81
951-8820-5133	WATER	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	7,319.29	-	7,319.29
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9602	PRINCIPAL	290.92	290.92	-
951-8820-9605	INTEREST EXPENSE	23.55	23.55	-
951-8820-9999	INTERFUND TRANSFERS OUT	382,902.15	382,902.15	-
		518,925.38	453,183.40	65,741.98

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
OCTOBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	4,128.92	-
		4,128.92	4,128.92	-
953-8820-0016	DEFERRED COMPENSATION	19.21	18.09	1.12
953-8820-0031	PERS PENSION	100.29	94.41	5.88
953-8820-0032	PARS PENSION	69.88	65.78	4.10
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	165.11	154.21	10.90
953-8820-0051	DENTAL INSURANCE	2.43	2.43	-
953-8820-0061	VISION INSURANCE	1.26	1.18	0.08
953-8820-0071	LTD	0.63	0.63	-
953-8820-0081	LIFE INSURANCE	0.66	0.66	-
953-8820-0092	MEDICARE TAX	13.97	13.15	0.82
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	28.80	-	28.80
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	17,266.43	17,266.43	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	8,346.99	8,346.99	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	6,978.56	6,949.76	28.80
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
		32,994.22	32,913.72	80.50
954-8810-2090	INSURANCE	58,218.00	58,218.00	-
		58,218.00	58,218.00	-
			951-1009	65,741.98
			952-1009	-
			953-1009	80.50
			954-1009	-
OCTOBER 2019 DRAWDOWN				65,822.48

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

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

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

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

Account No. 9782713643
 Routing No. 122238420
 Customer Name: CITY OF SEASIDE

Amount : \$ **501,250.23**

AUTHORIZED SIGNATURES: 1
2
3

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

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

AUDITOR		TREASURER	
<u>Hilda Castro</u> Deputy Auditor	_____ Date	_____ Deputy Treasurer	_____ Date of Transfer

For Auditor-Controller Office use only

Period _____	JV Number _____
Budget Yr. _____	Date _____
Total \$ 501,250.23	

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

Kimberly Drabner, Finance Director / Administrative Services (831) 899-6718; SCSD

Expenses for September-October 2019.

Prepared By: Hilda Castro Date: _____

Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: December 10, 2019

**SUBJECT: REIMBURSEMENT AGREEMENT WITH THE CITY OF DEL REY
OAKS FOR SEWER DESIGN SERVICES**

PURPOSE

The purpose of this is to consider a reimbursement agreement with the City of Del Rey Oaks for design services to be performed by the District.

Environmental Compliance

The City of Del Rey Oaks will be responsible for determining and completing CEQA documentation as applicable.

RECOMMENDATION

It is recommended to authorize the District Manager to execute a reimbursement agreement with the City of Del Rey Oaks for design services to be performed by the District.

BACKGROUND

The City of Del Rey Oaks (the City) is interested in making improvements on the former Fort Ord in the vicinity of South Boundary Road. The improvements would need sanitary sewer services for which the Seaside County Sanitation District (SCSD) could provide sewer collection services. Therefore, the City is interested in retaining SCSD to design the sewer collection system for the proposed improvements.

Under the terms of the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority is

obligated to provide certain traffic and transportation projects to mitigate the impacts attributed to the reuse of the former Fort Ord. One such project is the South Boundary Road Improvements Project, which will relocate the existing South Boundary Road/General Jim Moore Boulevard intersection approximately 300 feet north of the existing intersection location, and realign a portion of South Boundary Road approximately 600 linear feet eastward from the realigned intersection. The project will reconstruct approximately 1.2 miles of South Boundary Road from the new intersection on General Jim Moore Boulevard to Rancho Saucito Road. The City wishes to take advantage of the planned construction of the South Boundary Road Improvements Project and concurrently have an existing sewer line extended along South Boundary Road to parcels it owns on the former Fort Ord. The City wishes to engage SCSD to design the sewer facilities to be extended along South Boundary Road concurrently with the road design to save design costs.

FORA has retained Whitson Engineers to prepare engineered plans, specifications, and cost estimate (PSEs) for the proposed South Boundary Road Improvements Project (South Boundary Road PSEs). MCWD has retained Whitson Engineers to prepare PSEs for water utility upgrades to be incorporated with the South Boundary Road PSEs.

Whitson Engineers is on the approved list of engineering firms to provide engineering services to the City of Seaside, and thereby extension Whitson is qualified to perform professional services to the SCSD. The SCSD proposes to retain Whitson Engineers to prepare PSEs for gravity sanitary sewer system to be incorporated with the South Boundary Road PSEs.

The City proposes to reimburse the SCSD for PSEs for the gravity sanitary sewer collection system. The attached agreement is to clarify and define the terms of City's reimbursement to the SCSD for its design services. The City shall pay for services on a time and materials basis to reimburse the SCSD for services by Whitson Engineers. The total reimbursement by the City to SCSD shall not exceed fifty thousand dollars (\$50,000) without prior written approval.

Staff recommends that the SCSD authorize the District Manager to execute the attached agreement so that SCSD staff can solicit a contract to retain Whitson Engineers to prepare construction documents for the sewer facilities as a part of the FORA South Boundary Road Improvements Project PSEs.

ENVIRONMENTAL COMPLIANCE

District has not determined whether the requirements of Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines" are applicable. City is aware that if the project is subject to CEQA requirements, then City would have to prepare and file applicable documents.

FISCAL IMPACT

All expenditures are to be reimbursed by the City of Del Rey Oaks. There will be no net fiscal impact to approving the attached agreement.

ATTACHMENTS

1. Reimbursement Agreement with City of Del Rey Oaks

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

REIMBURSEMENT AGREEMENT FOR SEWER DESIGN SERVICES

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____ 2019 by the City of Del Rey Oaks, a California municipal corporation (“City”) and the Seaside County Sanitation District, a California special district (“SCSD”) (collectively, “Parties” and individually, “Party”).

RECITALS

A. Under the terms of the Fort Ord Base Reuse Plan, the Fort Ord Reuse Authority is obligated to provide certain traffic and transportation projects to mitigate the impacts attributed to the reuse of the former Fort Ord.

B. One such project is the South Boundary Road Improvements Project, which will relocate the existing South Boundary Road/General Jim Moore Boulevard intersection approximately 300 feet north of the existing intersection location, and realign a portion of South Boundary Road approximately 600 linear feet eastward from the realigned intersection. The project will reconstruct approximately 1.2 miles of South Boundary Road from the new intersection on General Jim Moore Boulevard to Rancho Saucito Road.

C. The City wishes to take advantage of the planned construction of the South Boundary Road Improvements Project and concurrently have an existing sewer line extended along South Boundary Road to parcels it owns on the former Fort Ord.

D. The City wishes to engage SCSD to design the sewer facilities to be extended along South Boundary Road concurrently with the road design to save design costs.

E. FORA has retained Whitson Engineers to prepare engineered plans, specifications, and cost estimate (PSEs) for the proposed South Boundary Road Improvements Project (South Boundary Road PSEs).

F. MCWD has retained Whitson Engineers to prepare PSEs for water utility upgrades to be incorporated with the South Boundary Road PSEs.

G. The SCSD proposes to retain Whitson Engineers to prepare PSEs for gravity sanitary sewer system to be incorporated with the South Boundary Road PSEs.

H. The City proposes to reimburse the SCSD for PSEs for the gravity sanitary sewer system.

I. The purpose of this Agreement is to clarify and define the terms of City’s reimbursement to the SCSD for its design services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SCOPE OF SERVICES. SCSD shall retain Whitson Engineers to prepare construction documents for the sewer facilities as a part of the FORA South Boundary Road Improvements Project PSEse.

2. REIMBURSEMENT. The City shall pay for services on a time and materials basis to reimburse the SCSD for services by Whitson Engineers. The total reimbursement by the City to SCSD shall not exceed fifty thousand dollars (\$50,000) without prior written approval.

3. TIME FOR PERFORMANCE. SCSD shall complete all services by March 1, 2021, unless necessary consultants/third parties to SCSD do not timely meet their obligations, in which case the time for performance will be extended as appropriate.

4. STANDARD OF CARE. The standard of care applicable to SCSD's services shall be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

5. OWNERSHIP OF DOCUMENTS. All reports, drafts, maps, records, plans, documents and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by SCSD pursuant to this Agreement shall become the exclusive property of SCSD.

6. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SCSD's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

7. NOTICES. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail or express mail, return receipt requested with postage prepaid, to the Party's mailing address, or transmitted by facsimile equipment If receipt is acknowledged. The respective mailing addresses and contact information of the Parties are, until changed, the following:

For City:

City of Del Rey Oaks
Attn: City Manager
650 Canyon Del Rey
Del Rey Oaks, CA 94561

For SCSD:

Seaside Count Sanitation District
Attn: District Clerk
440 Harcourt Avenue
Seaside, CA 93955

8. INDEMNIFICATION. SCSD shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorneys' fees) arising out of, pertaining to, or relating to SCSD's performance of, or failure to perform, services under this Agreement or failure to comply with any obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City.

9. INDEMNIFICATION. City shall indemnify, defend, and hold harmless the SCSD (including its elected officials, officers, agents, volunteers, and employees) from and against any

and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorneys' fees) arising out of, pertaining to, or relating to City's performance of, or failure to perform, services under this Agreement or failure to comply with any obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the SCSD.

10. FURTHER ASSURANCES. Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

11. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.

12. RECITALS. All of the facts and background information set forth in the RECITALS, above, are incorporated into this Agreement and constitute a part hereof.

13. GENERAL PROVISIONS.

a. Time of Essence. Time is of the essence for this Agreement.

b. Compliance with all Laws. SCSD shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, or local, whether now in force or hereinafter enacted. In addition, all work prepared by SCSD shall conform to applicable local, state, and federal laws, rules, regulations and permit requirements.

c. California Environmental Quality Act. District has not determined whether the requirements of Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines" are applicable. City is aware that if the project is subject to CEQA requirements, then City would have to prepare and file applicable documents.

d. Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

e. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

f. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

g. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the Agreement.

h. Amendments. This Agreement may be modified or amended only by a written document executed by both SCSD and City and approved as to form by the City Attorney.

i. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

j. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Monterey, State of California.

k. No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorney's fees.

l. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DEL REY OAKS

SEASIDE COUNTY SANITATION
DISTRICT

Date: _____

Date: _____

By: _____

Danial Pick, City Manager

By: _____

Craig Malin, District Manager

Approved As To Form:

Approved As To Form:

Date: _____

Date: _____

By: _____

Alex J. Lorca, City Attorney

By: _____

Michael Whilden, District Counsel



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.E.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: December 10, 2019

SUBJECT: CONTRACT AGREEMENT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$14,400 FOR EMERGENCY CONSTRUCTION OF SEWER MAIN AT ORD GROVE AVENUE AND NOCHE BUENA STREET

PURPOSE

The purpose of this item is to retain Don Chapin Company for emergency repair of sanitary sewer main at intersection of Ord Grove Street and Noche Buena Avenue.

CEQA: The proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

RECOMMENDATION

It is recommended that the Board adopt the attached resolution for a contract Agreement with Don Chapin Company for an amount not to exceed Fourteen Thousand Thousand Four Hundred Dollars (\$14,400) to provide emergency construction services and authorizing the District Manager to execute the Agreement.

BACKGROUND

In November of 2019, District crews discovered a segment of the sanitary sewer main near the intersection of Noche Buena Street and Ord Grove Avenue was damaged. A video inspection of the 6 inch main revealed portions of the top and bottom missing and needing immediate repair.

The particular segment of sewer main that requires replacement is at a depth of approximately 9 feet, exceeding the resources and capabilities of District to repair. At

the request of District staff, the Don Chapin Company submitted a proposal to construct repairs of the 6 inch sewer main at the intersection of Ord Grove Avenue and Noche Buena Street.

ENVIRONMENTAL

The project consists of repairs to existing sanitary sewer infrastructure. Title 14, California Code of Regulations section 15300.2 do not apply and in accordance with Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The approval of the contract Agreement with Don Chapin Company will impact District as follows.

The contract agreement amount with Don Chapin Company is \$14,400. It is appropriate to establish a contingency of 10% equal to \$1,440. The total proposed budget is therefore \$14,400 plus \$1,440 equal to \$15,840. The approved line-item budget for Sewer Line Replacements (953-8820-9215) is \$40,000. No funds have been expended to date, therefore sufficient funds are available in the approved budget to support the proposed contract with 10% contingency.

ATTACHMENTS

1. Resolution No. 2019-XX (DonChapin)
 2. AG 2019-225 EMERGENCY SEWER REPAIR -ORD GROVE AT NOCHE BUENA - Don Chapin
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 19- XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

APPROVING CONTRACT AGREEMENT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND FOUR HUNDRED DOLLARS (\$14,400) FOR EMERGENCY CONSTRUCTION OF SEWER MAIN AT INTERSECTION OF NOCHE BUENA STREET AND ORD GROVE AVENUE

WHEREAS, In November of 2019, District crews discovered a segment of damaged six inch sewer main near the intersection of Noche Buena Street and Ord Grove Avenue requiring immediate emergency repair; and

WHEREAS, District staff requested Don Chapin Company perform the emergency construction of six inch sewer main at intersection of Noche Buena Street and Ord Grove Avenue; and

WHEREAS, Don Chapin Company submitted a proposal to perform the emergency construction services of six inch sewer main at Noche Buena Street and Ord Grove Avenue in the amount of \$14,400; and

WHEREAS, the District has determined that the proposed scope of work and budget are reasonable; and

WHEREAS, a contingency of 10%, equal to \$1,440, is appropriate for the nature of the proposed work; and

WHEREAS, the District finds the exceptions of Title 14, California Code of Regulations section 15300.2 do not apply and in accordance with Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute a contract Agreement with Don Chapin Company for an amount not-to-exceed Fourteen Thousand Four Hundred Dollars (\$14,400) to provide construction services as described in Agreements attached hereto, and authorize the District Manager to execute the Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute contract change orders such that the total amount of the contract does not exceed Fifteen Thousand Eight Hundred Forty Dollars (\$15,840)

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of December 2019, by the following vote:

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

Jerry Blackwelder, Chair

ATTEST:

Rosa Salcedo, District Clerk

**SEASIDE COUNTY SANITATION DISTRICT
CONSTRUCTION BID CONTRACT
EMERGENCY REPAIR-ORD GROVE AT NOCHE BUENA**

This Agreement, made and concluded in duplicate this 25th day of November, between the SEASIDE COUNTY SANITATION AGENCY, herein referred to as "AGENCY", and Don Chapin Company, herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said AGENCY and hereunto annexed, the said Contractor agrees with the said AGENCY, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said AGENCY, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said AGENCY, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in Exhibit A, attached hereto and incorporated herein, approved by the District Engineer, which said special provisions and plans are made part of this contract.

Article II. The said AGENCY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that 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.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Emergency Sewer Repair
Ord Grove-Noche Buena
Page 1

Rev. 1/18

Construction Bid Contract

**Ord Grove & Noche
Buena Emergency
Sewer Repair**

Item No.	Quantity Increment	Unit	Description	Est. Qty	Contract Unit Price	Bid Amount
C - EARTHWORK						
C-2-a	1-500	CF	Earthwork Offhaul and Disposal (Excavation, offhaul, disposal)	192	25.00	\$ 4,800.00
C-3-a	1-500	CF	Earthwork and Import Backfill (Furnish, Place, Compact)	192	25.00	\$ 4,800.00
P - TRENCH AND CONFORM PAVING (TCP)						
P-1-a	N/A	LF	Sawcut (TCP, 2" Thick Base Bid)	22	6.00	\$ 132.00
P-1-b	N/A	LF	Sawcut (TCP, 1" Thick Increment)	22	2.00	\$ 44.00
P-2-a	1-100	CF	Demolition and Disposal (TCP, 6" Thick Maximum)	8	20.00	\$ 160.00
P-4-a	1-100	SF	Furnish, Place and Compact Class II Aggregate Base (under TCP, 4" Thick Base Bid)	24	15.00	\$ 360.00
P-4-c	N/A	SF	Furnish, Place and Compact Class II Aggregate Base (under TCP, 2" Thick Increment)	24	2.00	\$ 48.00
P-5-a	1-100	SF	Furnish, Place and Compact Hot Mix Asphalt (TCP, 2" Thick Base Bid)	24	35.00	\$ 840.00
P-5-c	N/A	SF	Furnish, Place and Compact Hot Mix Asphalt (TCP, 1" Thick Increment)	24	4.00	\$ 96.00
S - SANITARY SEWER						
S-5-a	1-50	LF	Furnish and Install Polyvinyl Chloride (PVC), 8" Diameter	4	30.00	\$ 120.00
Z - TRAFFIC CONTROL						
Z-1-a	N/A	Day	Changeable Message Sign / Arrow Board	3	100.00	\$ 300.00
Z-2-a	N/A	Hr	Flagperson	20	75.00	\$ 1,500.00
NON-CONTRACT WORK						
1	NA	LS	Shoring & Steel Plates	1	1,000.00	\$ 1,000.00
2	NA	LS	6" Max Adapter Couplings	2	100.00	\$ 200.00
TOTAL ESTIMATE						\$ 14,400.00

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the AGENCY.

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, AGENCY and any and all of AGENCY's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of AGENCY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached to and part of this Agreement. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to AGENCY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to AGENCY.

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

Article X. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

SEASIDE COUNTY SANITATION AGENCY
Rick Riedl, AGENCY Engineer
440 Harcourt Avenue
Seaside, CA 93955

CONTRACTOR
The Don Chapin Company, Inc.
580 Crazy Horse Ave. Rd.
Salinas, CA 93907

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

SEASIDE COUNTY SANITATION AGENCY

by:

Craig Malin, District Manager
Lesley Milton, Assistant City Manager
12/1/19
Date

CONTRACTOR

by:

Caroline Chapin Hodges
(Name & Title) Executive Vice President
11/25/2019
Date

Licensed in accordance with an act providing
for the registration of Contractors. License
No. 4010512

EXHIBIT A SCOPE OF WORK

General Description of Work

Labor, equipment and material to remove and replace approximately 4 linear feet of 6" diameter sanitary sewer main at an approximate depth of 8'. Work is at the intersection of Noche Buena Street and Ord Grove in the City of Seaside.

Work includes:

1. Set up #2 lane closure to perform work. Traffic control to be in conformance with California Manual of Uniform Traffic Control Devices.
2. Sawcut existing AC +/- 8'L x 3'W to a depth of 3".
3. Remove and dispose of existing AC.
4. Excavate +/- 8' to expose existing 6" sewer main. Dispose spoils at local landfill.
5. Install shoring as needed due to depth.
6. Determine limits of removal, remove existing damaged SS pipe.
7. Furnish and install new 6" SDR 35 sewer pipe. Anticipated repair length is 3-4'.
8. Furnish, place and backfill imported fill sand.
9. Furnish, place and compact +/- 24 SF of 3/4" class II base rock to a 6" thickness.
10. Furnish, place and compact +/- 24 SF of 1/2" hot asphalt mix to an average 3" thickness over compacted base rock.
11. Clean up and dispose of debris caused by work operations.

EXHIBIT B INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

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

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury,

personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance

certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.F.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: December 10, 2019

**SUBJECT: APPROVE AN INFRASTRUCTURE AGREEMENT WITH
MCDONALD'S CORPORATION FOR RELOCATION OF SANITARY
SEWER MAIN**

PURPOSE

The purpose of this item is for the Board to consider approving a Infrastructure Agreement with McDonald's Corporation for the relocation of sanitary sewer main.

CEQA: In accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt.

RECOMMENDATION

It is recommended that the Board approve a resolution authorizing the District Manager to execute the Infrastructure Agreement with the McDonald's Corporation for the relocation of sanitary sewer main.

BACKGROUND

The McDonald's Corporation (Developer) has submitted plans to the City of Seaside for the construction of a 5,200 square foot restaurant at 1516 Del Monte Boulevard, in the Laguna Grande Shopping Center. The SCSD operates and maintains sanitary sewer infrastructure in the immediate vicinity of the planned restaurant. The proposed design places improvements directly over existing sanitary sewer mains.

At the direction of SCSD staff, McDonald's has prepared engineering plans for the relocation of the sanitary sewer mains as shown in attachment 1. The proposed relocation will install 8" diameter sanitary sewer pipe in accordance with District standards and provides easy access for maintenance crews to

conduct regular flushing or repairs to the sewer mains. The Developer will secure necessary easements for the proposed relocated sewer mains as part of the project. Upon completion of the relocation, SCSD will quitclaim the existing sewer easements back to the respective property owners.

It is recommended to approve a resolution authorizing the District Manager to execute the Infrastructure Agreement with the McDonald's Corporation.

ENVIRONMENTAL COMPLIANCE

The proposed project consists of minor alterations to the existing public sanitary sewer system. The proposed project does not result in an increase in sewer discharge. In accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

A Notice of Exemption will be filed with the County Records Office.

FISCAL IMPACT

There is no fiscal impact to the District. The Applicant will be responsible for constructing all improvements and securing and recording all easements.

ATTACHMENTS

1. Resolution_Mcdonalds
 2. Development Agreement
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

**AUTHORIZING THE DISTRICT MANAGER EXECUTE AN INFRASTRUCTURE AGREEMENT
WITH THE MCDONALDS CORPORATION FOR THE RELOCATION OF SANITARY SEWER
MAIN AT 1516 CANYON DEL REY BOULEVARD**

WHEREAS, on October 10, 2019 representative of the McDonald's Corporation (Developer) submitted plans for the construction of a new restaurant located at 1516 Canyon Del Rey Boulevard (the Project); and

WHEREAS, the Seaside County Sanitation District (SCSD) operates and maintains existing sewer mains within the Project; and

WHEREAS, the Developer proposes to relocate existing sewer mains and manholes within the Project at Developer's expense; and

WHEREAS, it is appropriate for Developer and Seaside County Sanitation District to enter into an Infrastructure Agreement to establish requirements for relocation of sewer infrastructure; and

WHEREAS, the relocation of sewer main and manholes represent a minor alteration to the existing sanitary sewer system; and

WHEREAS, the District finds the exceptions of Title 14, California Code of Regulations section 15300.2 do not apply and in accordance with Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute an infrastructure Agreement with the McDonalds Corporation for the relocation of sewer mains.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of December 2019, by the following vote:

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

Jerry Blackwelder, Chair

ATTEST:

Rosa Salcedo, District Clerk

SEASIDE COUNTY SANITATION DISTRICT

Sewer Infrastructure Agreement

for

McDonald's (004-1284) - Seaside

SEWER INFRASTRUCTURE AGREEMENT

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EXHIBIT C -- INDEMINIFCATION AND INSURANCE REQUIREMENTS

SEWER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____, 20____ (“Effective Date”), between **Seaside County Sanitation District**, 440 Harcourt Avenue, Seaside CA 93955, hereinafter called "District", and McDonald's USA, LLC, a Delaware limited liability company, with its principal offices at 110 N. Carpenter Street, Chicago, Illinois 60607-2101, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer's development that is the subject of this Agreement, is McDonald's – Seaside.

1. Definitions; District's Role; Term of this Agreement.

1.1 Definitions, whenever used in this Agreement, the following terms shall have the following respective meanings:

a. “Agreement” means this Sewer Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. “City” means the City of Seaside and/or the appropriate Agency of Land Use Jurisdiction.

c. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

d. “Development” means that certain property located at 1516 Canyon Del Rey Boulevard, Seaside CA 93955 and legally described in Exhibit “B”.

e. District means Seaside County Sanitation District a special sanitation district located in Monterey County, California.

f. District Engineer means the professional engineer representing the District or duly authorized representative.

g. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

h. ‘Standards’ means the District's *Design and Performance Provisions as specified in Element 5 and Appendix 5a of the Seaside County Sanitation District Sewer System Management Plan (SSMP) dated September 9, 2014.*

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). Capacity within the WWTP for

the Development must be coordinated with M1W. The Developer shall purchase capacity from the M1Water at the Developer's sole expense, and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by either City or District other than as currently established by the type and density of development as determined by the appropriate agency of land use jurisdiction.

1.4 District's Role. The District's role in the Development is to approve the plans for facilities, inspect the construction of the facilities, accept the transfer of the title to the facilities, to maintain and operate the systems, and to bill customers for sewer service at rates set for the District's Service Area from time to time.

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

2. Design and Construction Requirements

2.1 The facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the system facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 Developer shall design and construct the facilities in strict accordance with the District's most recent Design Standards in effect at the time of construction, (contained in the SSMP) and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Design Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7). District may approve plans concurrent with the City's approval.

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction

2.1.4 The District shall have the right to inspect the construction of the facilities and verify that construction conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District's right to inspect does not in any way eliminate

or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

2.1.5 All facilities shall be tested to meet District requirements. No facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of sewer infrastructure facilities, as described above.

2.1.6 Plan Review Fees. The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer, or at Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

2.1.7 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed facilities, the Developer shall provide to the District the construction inspection fee, which is currently five percent of the estimated cost to install sewer facilities, pursuant to Developer's Engineer's estimate. Any surplus inspection fees shall be returned to Developer.

3. Existing Sewer Infrastructure

3.1 Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all sewer infrastructures within the Development boundaries that will be removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing sewer facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the facilities are for the benefit of the Development.

4. District to Serve Development

4.1 District will provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities. Thereafter, the M1W will bill and serve the end-user(s) directly. The Developer shall pay all applicable fees and charges for service within the City of Seaside. The District shall provide sewer service upon satisfactory completion of improvements and payment of all applicable fees. The District's

obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

5. District Impact Fees & Capacity Charges

5.1 Not Applicable.

6. Licensed Contractor

6.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

6.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the facilities.

7. Permits, Easements, and Related Costs

7.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements shown in Exhibit A (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

8. Final Inspection and Reimbursement of District Costs

8.1 The District's Engineer must inspect completed facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed

under this Agreement.

9. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

9.1 The District is not responsible for, and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

10. As-Built Plans, Specifications, Values, Etc.

10.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District the following:

10.1.1 One set each of Mylar improvement plans, as-built drawing prints and AutoCAD digitized files of the improvement plans, which show all of the facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the sewer system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

10.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

11. Indemnity, Insurance, and Sureties

Developer shall indemnify, defend with legal counsel approved by the District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the District. Should conflict of interest principles preclude a single legal counsel from representing both the District and Developer, or should the District otherwise reasonably find the Developer's legal counsel unacceptable, then the Developer shall reimburse the District its reasonable costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Developer shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Developer's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and

will survive termination of this Agreement.

11.1 Indemnity and Insurance – The Developer agrees to comply, or cause its Contractors to comply, with all of the insurance and indemnification requirements in Exhibit D. The Developer agrees to have each of its Contractor(s) performing work on the Facilities fully comply with the all of the insurance and indemnification requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, the Developer agrees to cover any such outstanding amount to ensure that the District, its directors, officers, employees, representative, and authorized volunteers are indemnified and held harmless in accordance with the requirements set forth in this section 11.1 and Exhibit D. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work on the Facilities under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

11.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

11.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to one hundred percent (100%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

11.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of final permits. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities, and shall remain in effect for the duration specified in Section 15.1.

11.5 The performance and payment sureties shall remain in effect until final acceptance of the facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

12. Transfer of System Facilities to District after Completion

12.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver a conveyance reasonably satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

13. Developer Assistance

13.1 Developer shall, both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities.

14. Warranties

14.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the facilities will operate in good and sufficient manner for the purposes intended for (a) one (1) year after the latter of (i) the date of acceptance, (ii) the expiration of all lien enforcement periods, or (iii) proof of conveyance of facilities, or (b) 180-days from the date new facilities are subsequently re-installed, repaired, or replaced and inspected and accepted by the District (hereafter *replacement facilities*), whichever of (a) or (b) occurs last. The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If

the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

14.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

14.3 This Section 15 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

15. No Sewer Service Prior to Completion and Transfer

15.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the facilities without the express written consent of the District. Such consent may not be unreasonably withheld. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the facilities, may be built, accepted and transferred in multiple phases.

16. Performance

16.1 Developer agrees to promptly design and construct the facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District or Developer shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

16.2 Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

17. Assignment

17.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

17.2 Provisions of sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to sewer facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the sewer facilities or the Agreement is terminated.

18. Waiver of Rights

18.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

19. Notices

19.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: Seaside County Sanitation District
Attn: General Manager
440 Harcourt Avenue
Seaside, California 93955

To Developer: McDonald's USA, LLC
110 N. Carpenter Street
Chicago, Illinois 60607-2101
Attn: Director of U.S. Legal Department
L/C: 004-1284

with a copy to:

Silvia Wytkind
Area Construction Manager
2999 Oak Road, Suite 900
Walnut Creek, CA 94597

19.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

20. Severability

20.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or

part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken provision is replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

21. Paragraph Headings

21.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

22. Successors and Assignees

22.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

23. Integrated Agreement

23.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

24. Negotiated Agreement

24.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

25. Exhibits

25.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

26. Disclaimer/Indemnity Regarding Public Works

26.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that if the project is considered a "Public Works" project, then Developer would have to pay "prevailing wages" under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

27. No Third Party Beneficiaries

27.1 There are no intended third party beneficiaries to this Agreement.

28. Compliance with Laws

28.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

29. Counterparts

29.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

Signature Page

By: DEVELOPER,

Timothy J. Slattery, Senior Counsel
McDonald's USA, LLC

By SEASIDE COUNTY SANITATION DISTRICT

Craig Malin, District Manager
Seaside County Sanitation District

EXHIBIT A

EASEMENT LEGAL DESCRIPTIONS AND MAPS

EXHIBIT A

SANITARY SEWER EASEMENT #1

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A-1", AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 739, OFFICIAL MAP OF LAGUNA GRANDE REDEVELOPMENT PROJECT", FILED AUGUST 1, 1974 IN VOLUME 12 OF CITIES AND TOWNS, AT PAGE 60, RECORDS OF MONTEREY COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER COMMON TO SAID PARCEL "A-1" AND PARCEL "A-3", AS SHOWN ON SAID MAP, SAID POINT BEING ON A 380.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 01°25'05" WEST; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "A-1", 11.18 FEET WESTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°41'08" TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, 20.18 FEET WESTERLY ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'34"; THENCE LEAVING SAID SOUTHERLY LINE AND RUNNING NORTH 12°14'46" EAST, 27.10 FEET TO THE SOUTHERLY LINE OF AN EXISTING SANITARY SEWER EASEMENT, AS SHOWN ON SAID MAP (12 C&T 60); THENCE ALONG THE EXTERIOR LINE OF SAID EXISTING EASEMENT, SOUTH 67°21'00" EAST, 5.22 FEET; THENCE LEAVING SAID EXTERIOR LINE AND RUNNING NORTH 00°28'30" EAST, 1.51 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL "A-1"; THENCE ALONG LAST MENTIONED LINE SOUTH 36°25'42" EAST, 20.20 FEET TO THE POINT OF BEGINNING.

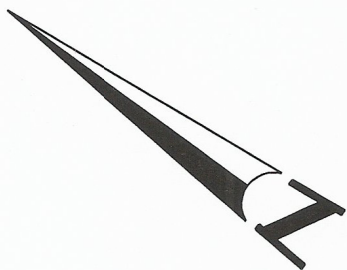
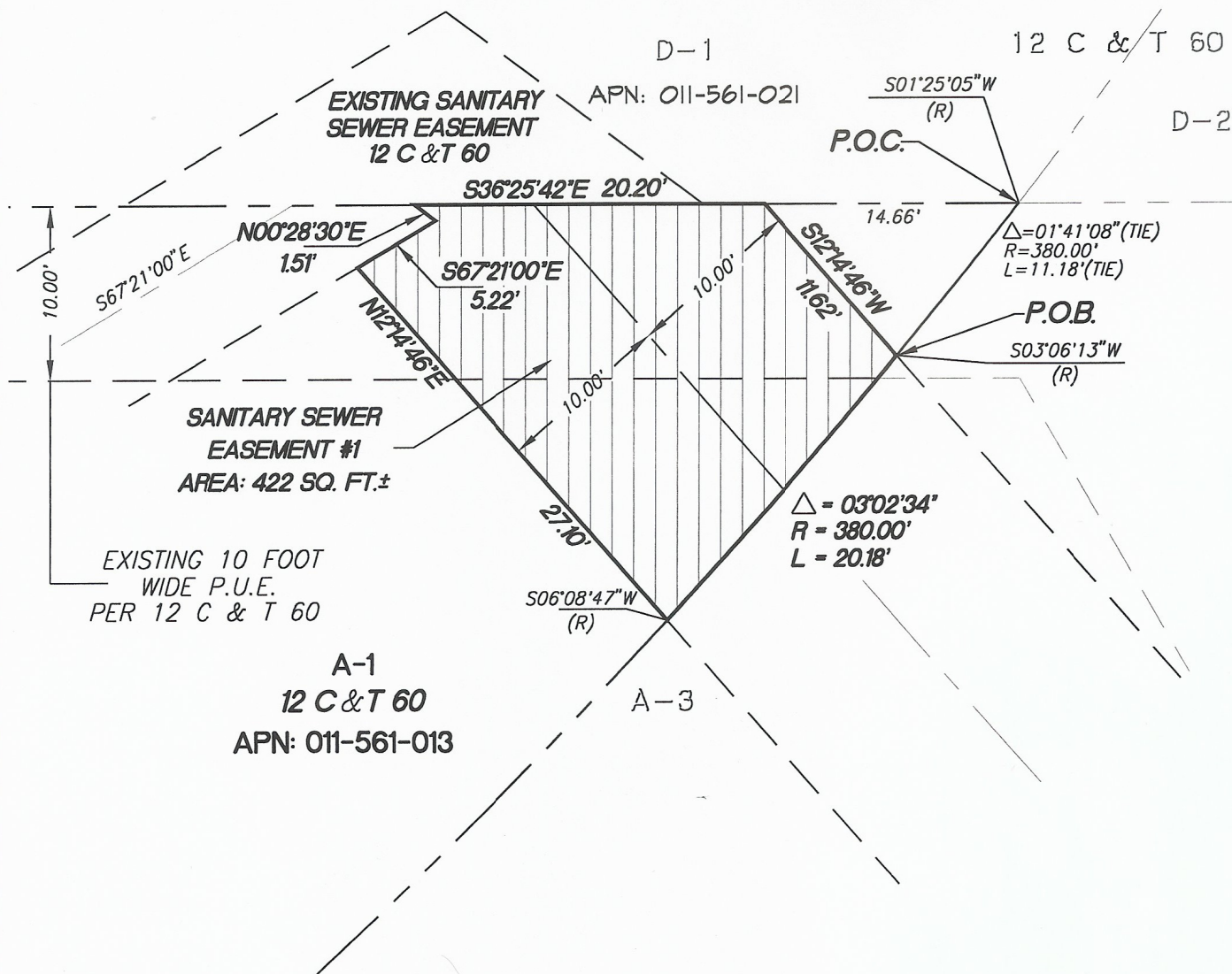
CONTAINING 422 SQUARE FEET, MORE OR LESS.

Piotr Zieba
PIOTR ZIEBA, P.L.S. 6246

11-06-19
DATE



EXHIBIT "B"



SIGNED: Piotr Zieba
 PIOTR ZIEBA, LS 6246

ZIEBATECH LAND SURVEYING
 9925 WINDSOR WAY, SAN RAMON, CA
 PHONE: 925-551-0108
 E-MAIL: EZIEBA @ AOL.COM
 PIOTR ZIEBA ***** L.S. 6246

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT #1

SEASIDE MONTEREY COUNTY CALIFORNIA

DATE: 11/06/19

SCALE: 1"=10'

SHEET: 1 OF 1

EXHIBIT A

SANITARY SEWER EASEMENT #2

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A-3", AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 739, OFFICIAL MAP OF LAGUNA GRANDE REDEVELOPMENT PROJECT", FILED AUGUST 1, 1974 IN VOLUME 12 OF CITIES AND TOWNS, AT PAGE 60, RECORDS OF MONTEREY COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER COMMON TO SAID PARCEL "A-3" AND PARCEL "A-1", AS SHOWN ON SAID MAP, SAID POINT BEING ON A 380.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 01°25'05" WEST; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "A-3", 11.18 FEET WESTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°41'08" TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID NORTHERLY LINE AND RUNNING SOUTH 12°14'16" WEST, 46.51 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL "A-3", SAID LINE BEING A NON-TANGENT 160.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY AND TO WHICH POINT A RADIAL BEARS NORTH 52°06'33" EAST; THENCE 24.58 FEET NORTHWESTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°48'06"; THENCE LEAVING SAID SOUTHWESTERLY LINE AND RUNNING NORTH 12°14'46" EAST, 29.59 FEET TO A POINT IN SAID NORTHERLY LINE OF SAID PARCEL "A-3", TO WHICH POINT A RADIAL BEARS SOUTH 06°08'47" WEST; THENCE 20.18 FEET EASTERLY ALONG AN ARC OF SAID NON-TANGENT 380.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 03°02'34" TO THE POINT OF BEGINNING.

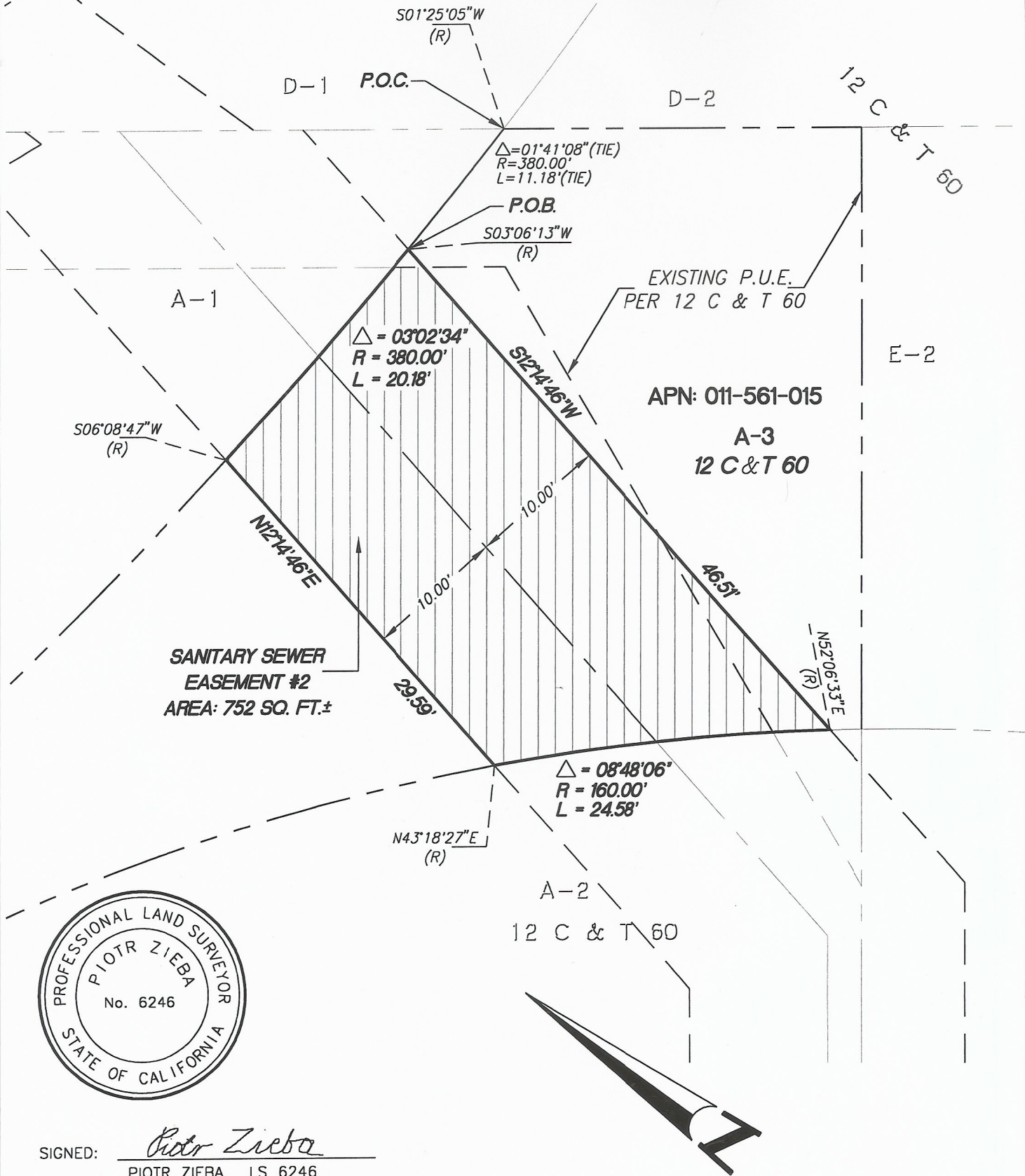
CONTAINING 752 SQUARE FEET, MORE OR LESS.

Piotr Zieba
PIOTR ZIEBA, P.L.S. 6246

11-06-19
DATE



EXHIBIT "B"



ZIEBATECH LAND SURVEYING

9925 WINDSOR WAY, SAN RAMON, CA
 PHONE: 925-551-0108
 E-MAIL: EZIEBA @ AOL.COM
 PIOTR ZIEBA ***** L.S. 6246

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SANITARY SEWER EASEMENT #2

SEASIDE

MONTEREY COUNTY

CALIFORNIA

DATE: 11/06/19

SCALE: 1"=10'

SHEET: 1 OF 1

EXHIBIT A

SANITARY SEWER EASEMENT #3

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A-2", AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 739, OFFICIAL MAP OF LAGUNA GRANDE REDEVELOPMENT PROJECT", FILED AUGUST 1, 1974 IN VOLUME 12 OF CITIES AND TOWNS, AT PAGE 60, RECORDS OF MONTEREY COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A-2", SAID POINT BEING IN THE NORTHEASTERLY LINE OF CANYON DEL REY BOULEVARD, ALSO KNOWN AS STATE ROUTE 218, SAID LINE BEING A 7,450.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 52°45'22" WEST; THENCE 12.50 FEET NORTHWESTERLY ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°05'46" TO A LINE PARALLEL WITH AND 12.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL "A-2"; THENCE LEAVING SAID NORTHEASTERLY LINE OF CANYON DEL REY BOULEVARD AND RUNNING ALONG SAID PARALLEL LINE, NORTH 53°34'18" EAST, 112.05 FEET; THENCE LEAVING SAID PARALLEL LINE AND RUNNING NORTH 12°14'46" EAST, 21.58 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL "A-2", SAID LINE BEING A NON-TANGENT 160.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY AND TO WHICH POINT A RADIAL BEARS NORTH 43°18'27" EAST; THENCE 24.58 FEET SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°48'06; THENCE LEAVING SAID NORTHEASTERLY LINE AND RUNNING SOUTH 12°14'46" WEST, 3.52 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL "A-2"; THENCE ALONG LAST MENTIONED LINE SOUTH 53°34'18" WEST, 127.95 FEET TO SAID NORTHEASTERLY LINE OF CANYON DEL REY BOULEVARD AND THE POINT OF BEGINNING.

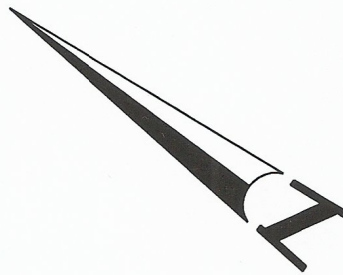
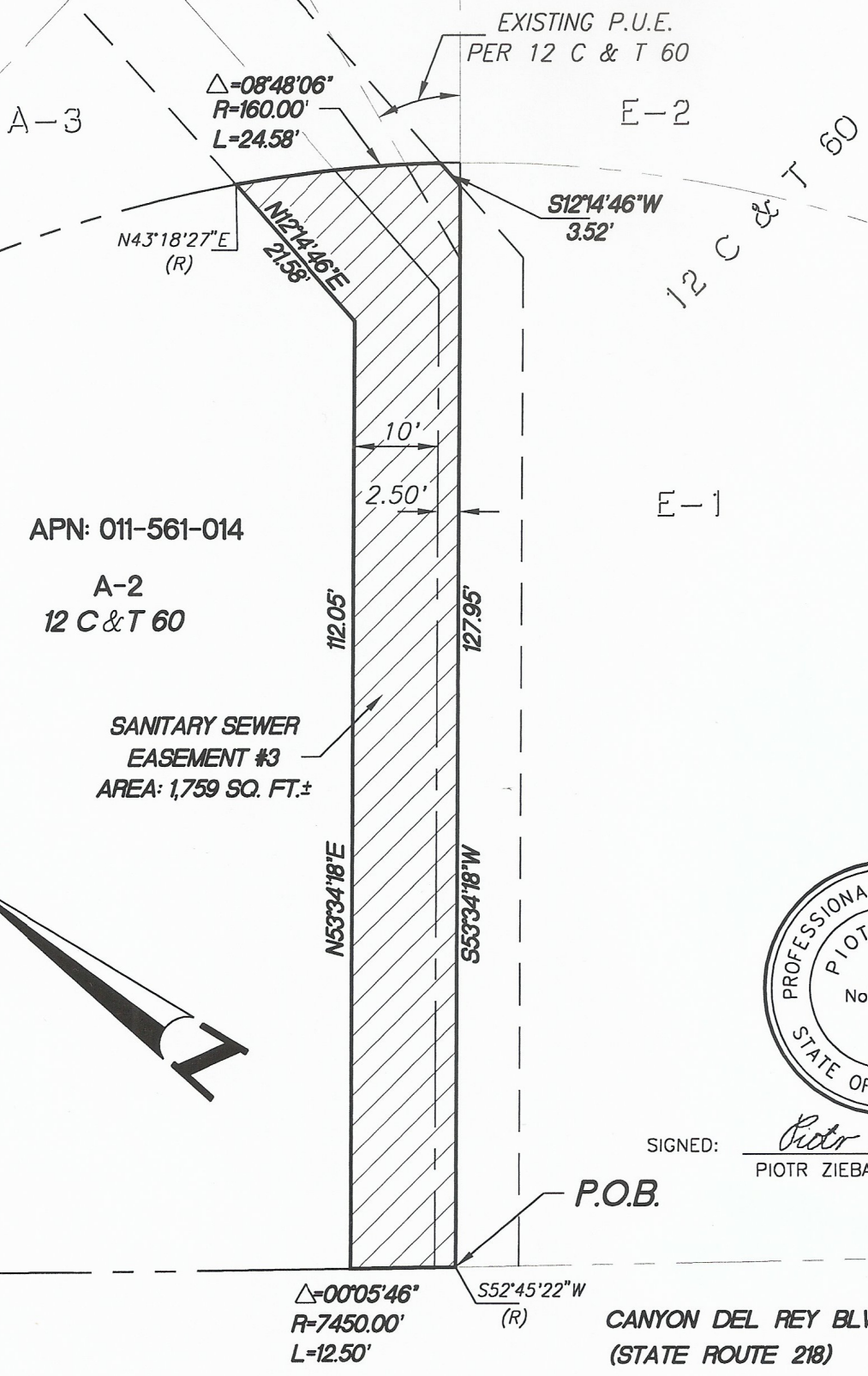
CONTAINING 1,759 SQUARE FEET, MORE OR LESS.

Piotr Zieba
PIOTR ZIEBA, P.L.S. 6246

11-06-19
DATE



EXHIBIT "B"



SIGNED: Piotr Zieba
PIOTR ZIEBA, LS 6246

P.O.B.

ZIEBATECH LAND SURVEYING
9925 WINDSOR WAY, SAN RAMON, CA
PHONE: 925-551-0108
E-MAIL: EZIEBA @ AOL.COM
PIOTR ZIEBA ***** L.S. 6246

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT #3
SEASIDE MONTEREY COUNTY CALIFORNIA

DATE: 11/06/19
SCALE: 1"=20'
SHEET: 1 OF 1

EXHIBIT B

MAP OF DEVELOPMENT

[illegible]

UNPUBLISHED FORM: © 2019 McDonald's USA, LLC



Kimley-Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92668
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION	BY
		BUILDING / HEALTH REVIEW	Hill

LEGEND

- | | |
|-------------|--|
| — — — — — | CENTER LINE |
| — — — — — | PROPERTY LINE / RIGHT-OF-WAY LINE |
| — — — — — | EXISTING LOT LINE |
| — — — — — | LEASE LINE |
| — — — — — | EASEMENT LINE |
| — — — — — | APPROXIMATE LIMIT OF WORK LINE |
| — W — — — — | EXISTING WATER LINE |
| — S — — — — | EXISTING SANITARY SEWER LINE |
| — G — — — — | EXISTING GAS LINE |
| — E — — — — | EXISTING UNDERGROUND ELECTRICAL LINE |
| — S — — — — | EXISTING UNDERGROUND TELECOMMUNICATIONS LINE |
| — — — — — | PROPOSED WATER LINE |
| — F — — — — | PROPOSED FIRE WATER LINE |
| — S — — — — | PROPOSED SANITARY SEWER LINE |
| — — — — — | PROPOSED UNDERGROUND ELECTRICAL LINE |
| — E — — — — | PROPOSED TELECOMMUNICATIONS LINE |
| — T — — — — | PROPOSED GAS LINE |
| — G — — — — | PROPOSED GREASE WASTE LINE |
| — S — — — — | PROPOSED STORM DRAIN LINE |

DRY UTILITIES CONSTRUCTION NOTES

NOTE: MEP SITE UTILITIES ARE SHOWN FOR REFERENCE ONLY. REFER TO MEP DRAWINGS AND SPECS FOR MORE INFORMATION. SHOWN FOR COORDINATION PURPOSES ONLY.

PROPOSED TRANSFORMER. COORDINATE INSTALLATION OF NEW PRIMARY SERVICE WITH PG&E. CONTRACTOR SHALL VERIFY THAT PROPOSED IMPROVEMENTS DO NOT INTERRUPT POWER TO ADJACENT TENANT.

- | | |
|----|---|
| 71 | PROPOSED TRANSFER, COORDINATE INSTALLATION OF NEW PRIMARY ELECTRICAL CONDUIT TO ADJACENT TRENCH. |
| 72 | IMPROVED SECONDARY ELECTRICAL CONDUIT COORDINATE INSTALLATION TO NOT INTERRUPT POWER TO ADJACENT TRENCH. |
| 73 | IMPROVED SECONDARY ELECTRICAL CONDUIT COORDINATE INSTALLATION AND FINAL ROUTING WITH PUMP. |
| 74 | PROPOSED SECONDARY ELECTRICAL CONDUIT CONNECTION TO BE COMBINED WITH EXISTING OUTFLOW MAIN. |
| 75 | PROPOSED AS PER. |
| 76 | PROPOSED AS PETER. REFERS TO PLUMBING SHEET PLANS FOR CONTINUATION. |
| 77 | BUILDING PLAN OF CONNECTION FOR ELECTRICAL SWITCH GEAR. REFER TO ELECTRICAL PLANS FOR CONTINUATION. |
| 78 | PROPOSED SECONDARY ELECTRICAL CONDUIT FOR FUTURE EV CHARGING. |
| 79 | PROPOSED TELECOMMUNICATION CONDUIT COORDINATE INSTALLATION AND FINAL ROUTING WITH LOCAL UTILITY PURVEYOR. |
| 80 | EXISTING TELECOMMUNICATION VALVE TO REMAIN. |

SANITARY SEWER CONSTRUCTION NOTES

57. PROPOSED 8" SEWER MAIN PER SEPARATE PLAN AND PERMIT. SEE MSW-76-10.
58. INSTALL 4" SDR-35 PVC SEWER PIPE AT MINIMUM 2% SLOPE. PIPE BEDDING AND TRENCHING PER AMERICAN WATER STANDARD MSW-76-10.
59. INSTALL 4" SDR-35 PVC SEWER PIPE AT MINIMUM 2% SLOPE. PIPE BEDDING AND TRENCHING PER AMERICAN WATER STANDARD MSW-76-10.
60. INSTALL SEWER CLEANOUT PER AMERICAN WATER STANDARD MSW-76-10.
61. BUILDING POINT OF CONNECTION. REFER TO PLUMBING PLANS FOR CONNECTION.
62. INITIAL PERMIT PREPARATION AND OIL/GREASE INTERCEPT. REFER TO PLUMBING PLANS FOR CONNECTION.
63. GREASE WASTE LINE POINT OF CONNECTION AT TRASH ENCLOSURE. SEE PLUMBING PLANS FOR CONNECTION.
64. INITIAL RISHOT PRECAST SAMPLE BOX. REFER TO PLUMBING PLANS FOR MORE INFORMATION.
65. INITIAL DRAIN IN TRASH ENCLOSURE. REFER TO ARCHITECTURAL PLANS FOR MORE INFORMATION.
66. EXISTING MANHOLE TO REMAIN.
67. PROPOSED MANHOLE PER SEPARATE PLAN AND PERMIT.

FIRE WATER CONSTRUCTION NOTES

- | | |
|----|---|
| F1 | HOT TAP EXISTING 4" WATER MAIN AND INSTALL NEW 6" WATER MAIN LATERAL FOR AMERICAN WATER STANDARD MSS-58-02. |
| F2 | INSTALL NEW 6" DGA FOR AMERICAN WATER STANDARD MSS-58-02. |
| F3 | INSTALL NEW 6" FDX PER DETAIL 11, SHEET C8.0. |
| F4 | INSTALL 6" PVC C-900 CLASS 150 FIRE LINE PIPE BEDDING AND TRENCHING PER AMERICAN WATER STANDARD MSS-58-06. |
| F5 | INSTALL LINE SIZE PVC C-200 CLASS 150 BEND WITH INSULATION PER AMERICAN WATER STANDARD MSS-58-06. |
| F6 | INSTALL 12" CONCRETE 48" CONCRETE (6-ET FROM BUILDING BASE) REFER TO FLOORING PLAN FOR CONTINUATION. |
| F7 | INSTALL NEW 6" FIRE HYDRANT FOR AMERICAN WATER STANDARD MSS-58-07 |

DOMESTIC WATER CONSTRUCTION NOTES

- [illegible]

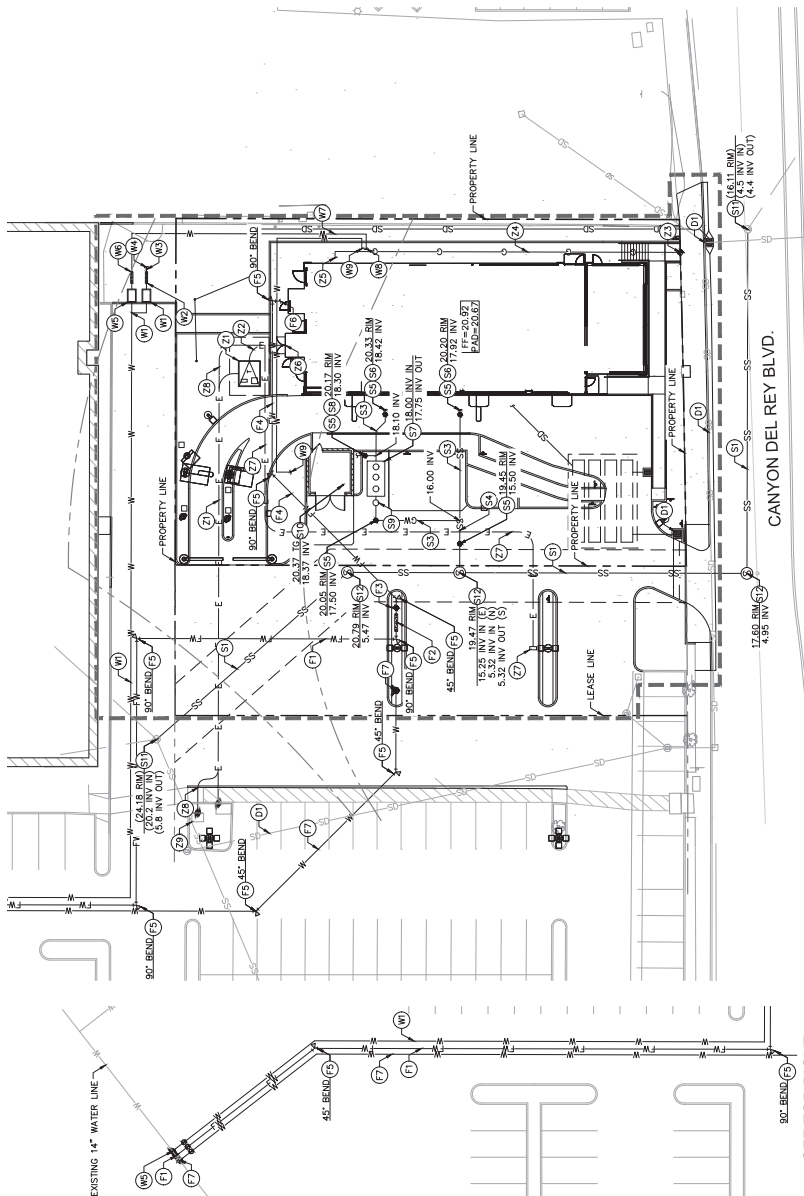
STORM DRAIN CONSTRUCTION NOTES

- ① REFER TO SHEET C6.0 & C6.1 FOR MORE INFORMATION ON PROPOSED SITE STORM DRAIN IMPROVEMENTS.

GENERAL NOTES

- THE EXISTING UTILITIES SHOWN ON THE PLAN ARE BASED ON AVAILABLE RECORDS, A TOPOGRAPIHICAL AND UNDERGROUND SURVEY WILL BE REQUIRED TO DETERMINE THE FINAL LOCATION OF ALL EXISTING AND PROPOSED UTILITY ROUTINGS.
- COORDINATION WITH UTILITY PURVEYORS WILL BE REQUIRED TO DETERMINE FINAL LOCATION OF ALL PROPOSED CONNECTIONS TO PUBLIC MAIN LINES.
- ALL DRY AND WET UTILITY CROSSING SHALL HAVE MIN. 12" VERTICAL CLEARANCE.

SEE BOTTOM LEFT



GRAPHIC SCALE IN FEET
0 10 20 40
1" = 20'
WHEN PRINTED AT FULL SIZE

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

1. Workers' Compensation and Employer's Liability Insurance –

- a. The Developer shall be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of Section 3700 of the California Labor Code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall be insured (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Developer and Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

“Claim” - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

3. Indemnification - To the fullest extent permitted by law, the Developer will indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and require every Contractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any claim arising out of, resulting from, or relating in any way to a violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.

The Developer will pay and satisfy any judgment, award or decree and require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will reimburse District or its directors, officers, employees, or authorized volunteers and require their Contractor to reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The Developer's and Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

4. Commercial General Liability and Automobile Liability Insurance - The Developer and its Contractors shall maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-

contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

6. Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

7. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

8. Waiver of Rights of Subrogation - The Developer's and its Contractor's insurers shall waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

9. Evidences of Insurance - Prior to the commencement of construction activities under this Agreement, the Developer and its Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer and its Contractor shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

Attn: Management Services Administrator

10. Sub-Contractors' Required Insurance Requirements - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: December 10, 2019

**SUBJECT: COMMUNICATION: LETTERS SENT TO SAND CITY BUSINESSES
DUE TO BLOCKAGE.**

PURPOSE

Communication by District Engineer

RECOMMENDATION

Receive report of communications by District Engineer

BACKGROUND

On November 23 & 24, 2019, District personnel responded to blockages and overflow of the sewer main at 1901 Del Monte Boulevard. The cause of blockage was an accumulation of fats, oils and grease. A video inspection was completed but did not determine a single source. The attached letters were sent to restaurants and businesses that generate fats, oils and grease upstream of the blockage at 1901 Del Monte Boulevard.

FISCAL IMPACT

No fiscal impact associated with receiving this report.

ATTACHMENTS

1. Letter for Del Monte Spill
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE * SEASIDE, CALIFORNIA 93955

Telephone (831) 899-6825 Fax (831) 899-6211

BOARD MEMEBERS

Jerry Blackwelder

Chair

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1 Sylvan Park

Sand City, CA 93955

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650 Canyon Del Rey

Del Rey Oaks, CA 93940

(831) 394-8511

Jon Wizard

Second Vice Chair

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

(831) 899-6700

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District Manager

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6203

Rick Riedl

District Engineer

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6825

Michael Whilden

Legal Counsel

Office of the County

Counsel

168 West Alisal Street

Third Floor

Salinas, CA 93901

(831) 755-5045

Lesley Milton

District Clerk

440 Harcourt Ave

Seaside, CA 93955

(831) 899-6707

December 6, 2019

Subject: Sewer Clogged by Oil and Grease

Dear Business Owner;

On November 23 and 24, 2019, Seaside County Sanitation District (SCSD) personnel responded to an emergency sewer overflow near 1901 Del Monte Boulevard due to a blockage caused by a buildup of grease. Fats, oil and grease discharged down the sewer collects and hardens in the sewer pipes and pumping stations, which can cause sewer lines to get blocked and equipment to fail. Unfortunately, used oils and greases are sometimes discharged by businesses without realizing the serious damage this causes to the sewer system.

You have received this notice because your business maintains a grease trap or interceptor that discharges to the sanitary sewer system. Regular maintenance of traps and interceptors by businesses is the most important element for preventing blockages caused by fats, oils and grease.

As allowed by District Code 5.10.050, you are requested to submit maintenance records for the past 12 months. Please provide records by December 31, 2019. Failure to meet this deadline may result in additional actions by the SCSD.

Your assistance in this matter is greatly appreciated and will assist the SCSD in meeting State regulatory requirements. You may contact me at (831) 899-6825 to discuss any questions or comments.

Sincerely,

Scott Ottmar
Interim District Engineer