



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Tuesday, April 14, 2020, 9:30 AM

VIRTUAL ONLY MEETING

Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#), and to do all we can to help slow the spread of COVID-19 (coronavirus) District meetings will be adapted in the following ways:

- Meetings of the District will be conducted with virtual (electronic) participation only. Members of the public may watch the live stream of the District meetings at <https://bit.ly/SeasideYouTube>
- Members of the public may participate before and during each meeting by submitting comment(s) to cityclerk@ci.seaside.ca.us. The clerk will read each received public comment aloud into the record at the designated time, subject to time limits that may be imposed pursuant to the Brown Act. In the subject line of a public comment email, please specify the meeting body and date and indicate the relevant item number or "general" to help staff easily receive and organize public comments.

1. **CALL TO ORDER**

2. **ROLL CALL** **BOARD OF DIRECTORS**

Jerry Blackwelder
Pat Lintell
Alissa Kispersky

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 FEBRUARY 11, 2020 REGULAR MEETING AND MARCH 17, 2020 SPECIAL MEETING.

RECOMMENDATION: To review and approve the minutes from the February 11, 2020 Regular Meeting and March 17, 2020 Special Meeting.

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2020.

RECOMMENDATION: Receive Seaside County Sanitation District Operations report for March 2020.

C. APPROVAL OF FEBRUARY 2020 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

RECOMMENDATION: Approval of expenditures for February 2020 in the amount of \$119,847.92 for the Seaside County Sanitation District.

6. NEW BUSINESS

A. APPROVE AN AGREEMENT WITH THE CITY OF SEASIDE TO REIMBURSE THE CITY FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS A PART OF THE PAVEMENT REHABILITATION PROJECT

RECOMMENDATION: The purpose of this item is for the Board to consider approving an agreement with City of Seaside (City) to reimburse the City for upgrades to the sanitary sewer system as a part of the City of Seaside's Pavement Rehabilitation Project.

B. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS (\$254,557) FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES PROJECT

RECOMMENDATION: Consider approval of a Professional Services Agreement with Wallace Group to provide professional engineering and technical services for the Fremont, Broadway, & Ortiz Sewer Main Upgrades Project.

7. STAFF REPORTS

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

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 12, 2020
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. 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. This agenda is posted in compliance with Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#). 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, February 11, 2020 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:30 AM.

2. ROLL CALL

PRESENT: Kispersky, Blackwelder

ABSENT: Lintell

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CONSENT AGENDA

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved Consent Agenda with the exception of Items B and C which were pulled by Second Vice Chair Kispersky.

<i>RESULT:</i>	<i>Approved</i>
<i>AYES:</i>	<i>Jerry Blackwelder, Alissa Kispersky</i>
<i>NOES:</i>	<i>None</i>
<i>ABSENT:</i>	<i>Pat Lintell</i>

**A. APPROVAL OF MINUTES FROM THE JANUARY 14, 2020
REGULAR MEETING.**

Action: Approved

**B. APPROVAL OF DECEMBER 2019 EXPENDITURE REPORT FOR SEASIDE
COUNTY SANITATION DISTRICT.**

Second Vice Chair Alissa Kispersky had questions on the withdrawals that were answered by District Finance Director, Kimberly Drabner.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved the December 2019 Expenditure Report as presented.

<i>RESULT:</i>	<i>Approved</i>
<i>AYES:</i>	<i>Jerry Blackwelder, Alissa Kispersky</i>
<i>NOES:</i>	<i>None</i>
<i>ABSENT:</i>	<i>Pat Lintell</i>

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JANUARY 2020.

Second Vice Chair Alissa Kispersky has questions on this item that were answered by Acting District Engineer, Scott Ottmar.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved the Operations Report for January 2020.

RESULT:	Approved
AYES:	<i>Jerry Blackwelder, Alissa Kispersky</i>
NOES:	<i>None</i>
ABSENT:	<i>Pat Lintell</i>

6. NEW BUSINESS

A. RECEIVE REPORT ON THE AUDIT OF THE SEWER SYSTEM MANAGEMENT PLAN AND AMEND THE CONTRACT WITH CAUSEY CONSULTING TO PROVIDE PROFESSIONAL SERVICES TO PERFORM THE OUTLINED REVISIONS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$24,085 AND TO APPROPRIATE THE FUNDS.

Acting District Engineer, Scott Ottmar, spoke on the item. There were questions by the Board that were answered by Mr. Ottmar. Paul Causey also answered questions in regards to the 2017 audit.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT:	Approved
AYES:	<i>Jerry Blackwelder, Alissa Kispersky</i>
NOES:	<i>None</i>
ABSENT:	<i>Pat Lintell</i>

B. APPROVAL OF A CONSTRUCTION CONTRACT WITH MONTEREY PENINSULA ENGINEERING, INCORPORATED FOR AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,368,180) FOR THE CANYON DEL REY CMP SEWER MAIN REPLACEMENT PROJECT

Scott Ottmar, Acting District Engineer, spoke on item. There were questions by the Board that were answered by Mr. Ottmar.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

C. APPROVAL OF AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$22,700) FOR THE CANYON DEL REY CMP SEWER MAIN REPLACEMENT PROJECT

Scott Ottmar, Acting District Engineer, spoke on the item.

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

D. APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$131,600) FOR CONTINUATION OF CAPITAL IMPROVEMENT PROGRAM (CIP) MANAGEMENT AND SUPPORT

On motion by Second Vice Chair Alissa Kispersky and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Alissa Kispersky
NOES: None
ABSENT: Pat Lintell

7. CORRESPONDENCE

A. PUMP STATION 19: LETTER'S TO BUSINESS OWNERS

Scott Ottmar, Acting District Engineer, spoke on item. Informed Board of the letters that were sent to the businesses. There were questions by the Board that were answered by Mr. Ottmar.

8. STAFF REPORTS

None

9. BOARD MEMBERS COMMENTS

None.

10. ADJOURNMENT

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

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, March 17, 2020 9:30 AM
SPECIAL MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:32 AM

2. ROLL CALL

PRESENT: Lintell, Blackwelder

ABSENT: Kispersky

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved Consent Agenda with the exception of Item A which was pulled by First Vice Chair Pat Lintell and will be continued to the next meeting.

RESULT:

Approved

AYES:

Jerry Blackwelder, Pat Lintell

NOES:

None

ABSENT:

Alissa Kispersky

A. APPROVAL OF MINUTES FROM THE FEBRUARY 11, 2020 REGULAR MEETING.

Action: Continued

B. APPROVAL OF DECEMBER 2019 & JANUARY 2020 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

Action: Approved

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR FEBRUARY 2020.

Action: Received

6. NEW BUSINESS

A. APPROVE A CONSTRUCTION CONTRACT WITH K.J. WOODS

CONSTRUCTION, INCORPORATED FOR AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$3,338,000) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

Acting District Engineer, Scott Ottmar, presented item and went through the staff report. Chair Blackwelder opened public comment.

- Tom Seidel – Project Manager for Specialty, spoke on the bid process and the integrity of the process.
- Michael Lum - K.J. Woods, Legal Counsel, spoke on the item.

On motion by First Vice Chair Pat Lintell and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Pat Lintell
NOES: None
ABSENT: Alissa Kispersky

B. APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$322,300) TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT FOR THE DEL MONTE SEWER REPLACEMENT PROJECT

On motion by First Vice Chair Pat Lintell and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Pat Lintell
NOES: None
ABSENT: Alissa Kispersky

C. APPROVE AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY DOLLARS (\$86,060) FOR THE DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT PROJECT

On motion by First Vice Chair Pat Lintell and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT: **Approved**
AYES: Jerry Blackwelder, Pat Lintell
NOES: None
ABSENT: Alissa Kispersky

7. STAFF REPORTS

None.

8. BOARD MEMBERS COMMENTS

None.

9. ADJOURNMENT

On motion, the meeting was adjourned at 9:53 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: April 14, 2020

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR MARCH 2020.**

PURPOSE

Receive Seaside County Sanitation District Operations report for March 2020.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations report and Flush Map for March 2020.

FISCAL IMPACT

There is no fiscal impact associated with this item.

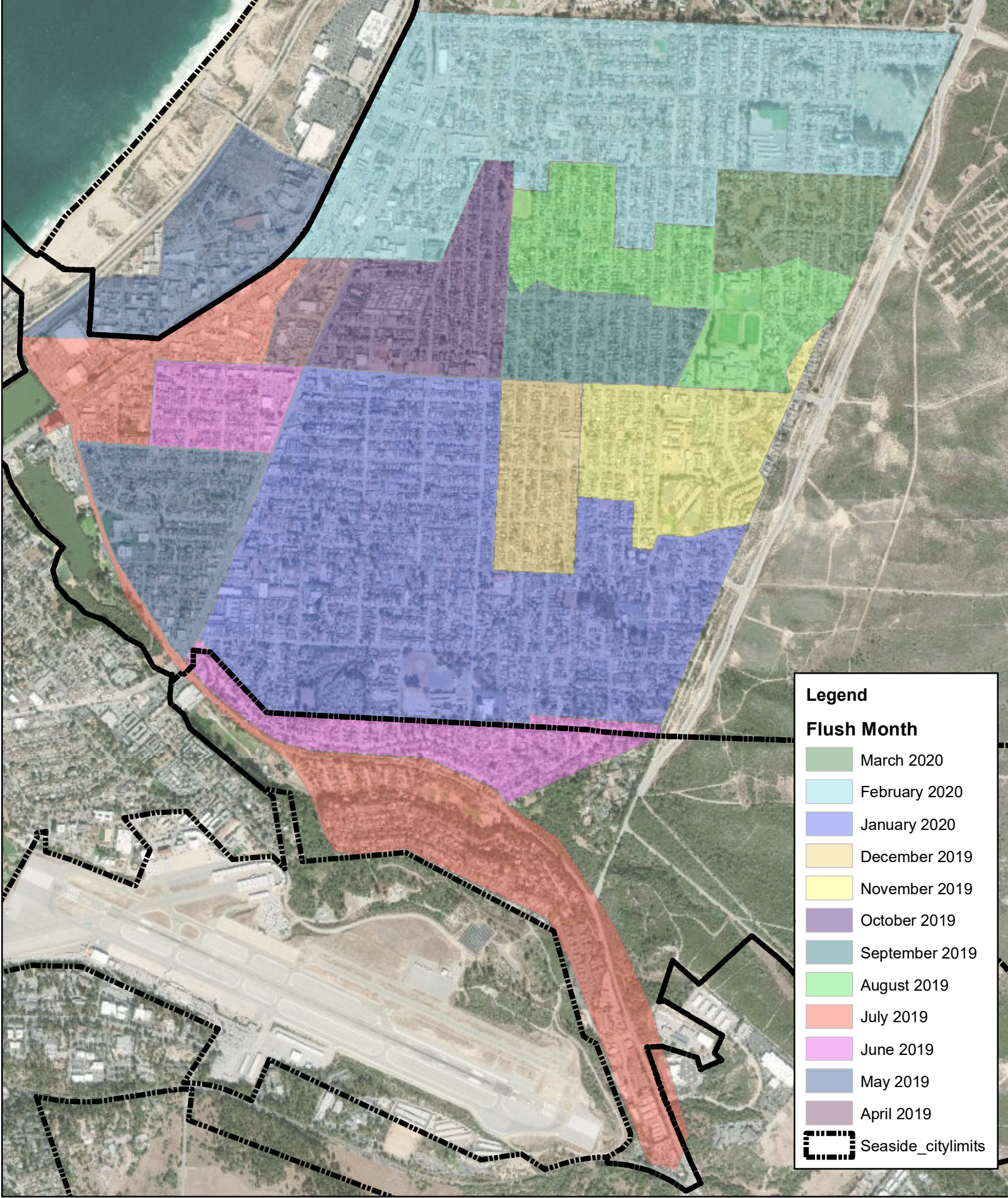
ATTACHMENTS

1. Flush Map_March_19-20
 2. Monthly Sanitation Report March_19-20
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

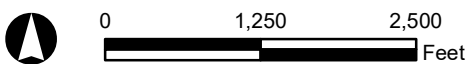


Legend

Flush Month

- March 2020
- February 2020
- January 2020
- December 2019
- November 2019
- October 2019
- September 2019
- August 2019
- July 2019
- June 2019
- May 2019
- April 2019

 Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Seaside County Sanitation District Operations Report

Fiscal Year 2019/2020 Month of March

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	0	20,252	0	567	28,293	291,579	28,293	312,398
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	0	1,680	0	2,319	0	31,972	0	35,971
Stoppages								
Main Line	0	0	0	0	1	7	1	7
Laterals	0	2	0	1	0	10	0	13

Sewer Repairs

1389 Yosemite - Replaced 4' of 6" VCP with 4' of 6" SRD - M.H. D10-1 to M.H. D10-2 -Main line

Sewers Video

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1775 Vallejo - Main Line - Roots/Grease

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

None



**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: April 14, 2020

SUBJECT: APPROVAL OF FEBRUARY 2020 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE

Approval of expenditures for February 2020 in the amount of \$119,847.92 for the Seaside County Sanitation District.

RECOMMENDATION

Approve expenditures for February 2020. Total expenditures for February 2020 were \$119,847.92.

BACKGROUND

The total expenditure for February 2020 are attached. The local cash balance as of February 29, 2020 was -\$140,047.19 which was due to \$382,902.15 additional expenditures in December, \$655,073.43 of expenditures in January, and \$119,847.92 of expenditures in February. The cash balance with the county as of February 29, 2020 was \$7,981,661.18.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. February 2020 expenditure spreadsheet
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	13,964.67	12,250.15	1,714.52
951-8810-0002	OVERTIME	1.46	1.46	-
951-8810-0006	WORKERS COMPENSATION	1,077.34	808.00	269.34
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	245.52	245.52	-
951-8810-0012	VACATION/COMP TIME PAYOFF	122.74	122.74	-
951-8810-0016	DEFERRED COMPENSATION	180.23	150.24	29.99
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	357.34	268.00	89.34
951-8810-0031	PERS PENSION	2,948.86	4,652.33	(1,703.47)
951-8810-0032	PARS PENSION	999.19	877.02	122.17
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	2,802.26	2,419.47	382.79
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	198.66	171.30	27.36
951-8810-0061	VISION INSURANCE	19.32	16.74	2.58
951-8810-0071	LTD	35.82	30.79	5.03
951-8810-0081	LIFE INSURANCE	34.15	29.33	4.82
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	199.59	176.18	23.41
951-8810-1022	LEGAL SERVICES	10,176.83	10,072.13	104.70
951-8810-1025	CITY AUDIT	5,250.00	5,250.00	-
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	1,872.11	1,872.11	-
951-8810-1030	CONSULTANT	12,081.25	11,886.25	195.00
951-8810-1033	FITNESS PROGRAM	36.91	36.91	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	2,625.00	2,625.00	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	75.00	75.00	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	-	-	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	44.07	44.07	-
951-8810-3095	DEPARTMENT CONSUMABLES	108.82	108.82	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	390.00	390.00	-
951-8810-4122	DUES AND MEMBERSHIPS	1,651.00	1,651.00	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	1,225.44	1,072.26	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	24,342.37	24,342.37	-
951-8810-9395	VEHICLE MAINTENANCE	13,000.00	9,750.00	3,250.00
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	132,574.71	112,235.47	20,339.24
951-8820-0002	OVERTIME	7,401.05	6,255.32	1,145.73
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	14,794.66	11,096.00	3,698.66
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8820-0012	VACATION/COMP TIME PAYOFF	-	-	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	1,245.42	965.02	280.40
951-8820-0017	PARS-ARS 457	4.67	2.83	1.84
951-8820-0020	PART-TIME HOURLY WAGES	413.18	271.83	141.35
951-8820-0030	PERS PENSION OB BOND	848.66	636.50	212.16
951-8820-0031	PERS PENSION	24,228.27	37,546.37	(13,318.10)
951-8820-0032	PARS PENSION	332.02	289.76	42.26
951-8820-0033	LIUNA PENSION	1,834.80	1,637.67	197.13
951-8820-0041	MEDICAL INSURANCE	23,058.56	17,116.21	5,942.35
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0051	DENTAL INSURANCE-GARDIAN	1,206.74	992.45	214.29
951-8820-0061	VISION INSURANCE	126.36	101.66	24.70
951-8820-0071	LTD	225.67	191.81	33.86
951-8820-0081	LIFE INSURANCE	194.23	157.80	36.43
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	1,883.82	1,599.52	284.30
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	300.00	300.00	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	47.25	40.50	6.75
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	1,509.62	1,314.93	194.69
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	-	-	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	2,903.26	89.26	2,814.00
951-8820-2073	SUBCONTRACTED WORK	25,880.45	25,263.95	616.50
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	6,296.43	5,544.98	751.45
951-8820-3097	SAFETY EQUIPMENT	536.14	360.51	175.63
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	5,400.00	5,200.00	200.00
951-8820-4122	DUES AND MEMBERSHIPS	4,312.85	4,312.85	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	5,932.05	3,625.57	2,306.48
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	7,319.29	7,319.29	-
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	878.02	583.59	294.43
951-8820-9605	INTEREST EXPENSE	65.39	45.35	20.04
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	382,902.15	382,902.15	-
		750,721.67	719,394.34	31,327.33

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	9,571.15	9,571.15	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	4,128.92	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		13,700.07	13,700.07	-
953-8820-0016	DEFERRED COMPENSATION	65.86	45.86	20.00
953-8820-0031	PERS PENSION	716.13	966.87	(250.74)
953-8820-0032	PARS PENSION	294.81	212.43	82.38
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	641.29	433.90	207.39
953-8820-0051	DENTAL INSURANCE	42.51	23.96	18.55
953-8820-0061	VISION INSURANCE	4.42	3.10	1.32
953-8820-0071	LTD	11.18	6.30	4.88
953-8820-0081	LIFE INSURANCE	11.71	6.60	5.11
953-8820-0092	MEDICARE TAX	59.32	43.17	16.15
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	996,145.62	909,310.83	86,834.79
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	890.03	356.01	534.02
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	-	-	-

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	-	-	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	78,201.62	77,578.60	623.02
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	14,400.00	14,400.00	-
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	41,161.30	40,737.58	423.72
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
		1,132,645.80	1,044,125.21	88,520.59
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	58,218.00	58,218.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		58,218.00	58,218.00	-
			951-1009	31,327.33
			952-1009	-
			953-1009	88,520.59
			954-1009	-
FEBRUARY 2020 DRAWDOWN				119,847.92



**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
Misty Bradshaw, Associate Engineer

DATE: April 14, 2020

**SUBJECT: APPROVE AN AGREEMENT WITH THE CITY OF SEASIDE TO
REIMBURSE THE CITY FOR UPGRADES TO THE SANITARY
SEWER SYSTEM AS A PART OF THE PAVEMENT
REHABILITATION PROJECT**

PURPOSE

The purpose of this item is for the Board to consider approving an agreement with City of Seaside (City) to reimburse the City for upgrades to the sanitary sewer system as a part of the City of Seaside's Pavement Rehabilitation Project.

RECOMMENDATION

It is recommended that the Board approve the agreement with City of Seaside to reimburse the City for upgrades to the sanitary sewer system as a part of the Pavement Rehabilitation Project.

BACKGROUND

The City is preparing final plans and specifications for Pavement Rehabilitation Project that will repair and rehabilitate various arterial and collector roadways within the City of Seaside through a combination of digouts, slurry seal, AC Overlay, and Full Depth Rehabilitation. This project also includes installation and repair of various ADA access ramps, sidewalks, and curb and gutters. The passage of Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the State of California have made available funding for improvements to the pavement networks within the City of Seaside.

As part of the Pavement Rehabilitation Project, the City is proposing to rehabilitate the intersection of Fremont Blvd. and Broadway Ave. by performing a full depth removal of the existing AC pavement, and replacing with new AC pavement. In order to avoid cutting into this new pavement in the near future, the City would like to perform any necessary utility improvements as part of the Pavement Rehabilitation Project. By entering into an agreement with the City to perform this work under their contract it would save the District the cost of mobilization, traffic control, site restoration and paving costs that would apply if put out to bid separately.

In 2016 the City installed a 15-inch sewer line down Broadway Ave. with stub-outs at either end for future connections to a larger Sewer System upgrade project as part of the West Broadway Urban Village Project (WBUV) through a reimbursement agreement with the Seaside County Sanitation District (SCSD). The proposed project includes pavement rehabilitation directly alongside where WBUV pavement treatment and 15-inch sewer line terminated. SCSD is currently under design for the Fremont Sewer Main Replacement Project. This project would include connection from the existing 15-inch pipe from WBUV installation, and connecting it to a new manhole at the intersection of Fremont Blvd. and Broadway Ave. If the pipe installation is performed in conjunction with the Pavement Rehabilitation Project, it will prevent trenching through the new roadway and compromising the new AC pavement when SCSD performs construction on the Fremont Sewer Main Replacement Project in the near future.

The City proposes to perform this work concurrently and with the same construction contract for the City's construction project. The City will then enter into an agreement with SCSD, describing the fiduciary responsibilities of each agency. The attached agreement identified SCSD as responsible for this utility adjustment per Sections 673 and 680 of the Street and Highway Code.

The City retained the services of Harris and Associates (Harris) as the civil engineering firm to design the proposed upgrades. As part of this work, Harris entered into a contract with SCSD on January 1, 2020 for an amount not to exceed \$9,420.00 for designing the upgrades to the sewer system at the intersection of Fremont Blvd. and Broadway Ave. and is preparing an engineer's estimate of probable cost. The agreement proposes that the SCSD pay its share of the actual cost of aid work compiled on the basis of the actual bid price of the construction contract. The estimated cost to SCSD for the work being performed by the City's construction contractor is \$53,500.00. A contingency of 20% will be applied to the estimated amount for costs associated with unforeseen circumstances associated with the construction as well as construction management and inspection costs for ensuring the work is done per the specifications. The actual cost will be based upon the construction contractor's bid for constructing the improvements. The construction contract is expected to be awarded in the summer of 2020. The total authorized amount, including contingency will be for an amount not to exceed sixty four thousand two hundred dollar (\$64,200.00) to be reimbursed to the City upon completion of the

scope of work.

ENVIRONMENTAL COMPLIANCE

Per title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," section 15378.b, a project does not include government funding mechanisms or fiscal activities. The proposed project is categorically exempt.

FISCAL IMPACT

Execution of the agreement with the City of Seaside to reimburse the City for upgrades to the sanitary sewer system as part of the Pavement Rehabilitation Project, will be for an estimated amount of fifty-three thousand five hundred dollar (\$53,500) plus 20% contingency for total amount of \$64,200.00, to be funded from the Fremont, Broadway & Ortiz Sewer Mains Upgrade Project.

ATTACHMENTS

1. Resolution
 2. DRAFT Reimbursement Agreement
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

APPROVING AN AGREEMENT WITH THE CITY OF SEASIDE TO REIMBURSE THE CITY FOR UPGRADES TO THE SANITARY SEWER SYSTEM AS PART OF THE PAVEMENT REHABILITATION PROJECT

WHEREAS, The City of Seaside (City) is preparing plans and specifications for the Pavement Rehabilitation Project which will repair and rehabilitate various arterial and collector roadways within the City of Seaside; and

WHEREAS, the intersection of Broadway Ave. and Fremont Blvd. is included in the project, and will receive a full depth removal and replacement of the AC pavement surface; and

WHEREAS, in order to avoid trenching through the new AC pavement at this intersection it is recommended that all utilities perform all applicable repairs and upgrades prior to the placement of the new AC surface in order to extend the life of the pavement; and

WHEREAS, Seaside County Sanitation District (District) is the owner and operator of the sanitary sewer system within the proposed project limits; and

WHEREAS, The District is currently under design for the Fremont Sewer Main Replacement Project which would include installation of a 15-inch sewer pipe connecting a stub-out from Broadway Ave. to a new proposed manhole in the intersection of Broadway Ave. and Fremont Blvd; and

WHEREAS, The City retained the services of Harris and Associates (Harris) as the civil engineering firm to design the Pavement Rehabilitation Project; and

WHEREAS, Harris entered into a contract with District on January 1, 2020 for an amount not to exceed \$9,420.00 for the designing the upgrades to the sewer system at the intersection of Fremont Blvd. and Broadway Ave; and

WHEREAS, the City proposes to perform the sewer upgrades within the project area in conjunction with the City's construction project with the District paying its share of probable cost; and

WHEREAS, Harris prepared an engineer's estimate of probably cost for an estimated sum of \$53,300 for the work being performed on the sanitary sewer system upgrades; and

WHEREAS, the actual cost will be based upon the construction contractor's bid for constructing the improvements, which is scheduled to begin in June of 2020; and

WHEREAS, the it is recommended that a 20% contingency be applied to the estimated sum as is typical with construction projects, to accommodate unforeseen circumstances and construction management and inspection costs should the need arise; and

WHEREAS, in accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," section 15378.b, a project does not include government funding mechanisms or fiscal activities. The proposed project is categorically exempt; and

NOW THEREFORE, BE IT RESOLVED, that the District approves an agreement with the City of Seaside to reimburse the City for upgrades to the sanitary sewer system as part of the Pavement Rehabilitation Project for an estimated amount of \$53,500 with a 20% contingency, for a total authorized limit of sixty four thousand two hundred dollars (\$64,200) to be funded from Fremont, Broadway, & Ortiz Sewer Upgrade Project, and directs the District Finance Manager to make appropriate budget adjustments.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 14th day of April 2020, by the following vote:

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

ATTEST:

Jerry Blackwelder, Chair
Seaside County Sanitation District

Lesley Milton, District Clerk
Seaside County Sanitation District

Exhibit 14-F Utility Agreements

UTILITY
AGREEMENTS

(City of Seaside)

UTILITY AGREEMENT

Project : Pavement Rehabilitation Project – Phase 3

FEDERAL PARTICIPATION: On the Project : Yes/No
On the Utilities: Yes/No

UTILITY AGREEMENT NO. Cy Seaside-

The City of Seaside hereinafter called "LOCAL AGENCY" proposes to construct improvements at intersection of Fremont Boulevard and Broadway Avenue, in City of Seaside, Monterey County, California.

And: *Seaside County Sanitation District*

hereinafter called "OWNER," owns and maintains *sanitary sewer* facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

LOCAL AGENCY shall install OWNER's sanitary sewer facilities as shown on LOCAL AGENCY's Plan titled Pavement Rehabilitation Project – Phase 3 dated March 30, 2020.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's Plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work by LOCAL AGENCY's contractor during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

Comment [MB1]: Update with addenda date with the removal of the manhole from the project

II. LIABILITY FOR WORK

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be installed at OWNER's expense under the provisions of Sections (673) and (680) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the proposed work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

It is understood that the installation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity, in the estimated amount of \$53,500.00 with a 20% contingency for a total amount of sixty four thousand two hundred dollar (\$64,200.00) and OWNER shall credit the LOCAL AGENCY for the actual cost of said betterment; all of the accrued depreciation and the salvage value of any materials or parts salvaged and retained by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement."

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner

shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

V. GENERAL CONDITIONS

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

City of Seaside

Seaside County Sanitation District

By: _____

Ian N. Oglesby
Mayor

By: _____

Jerry Blackwelder
Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

Lesley Milton-Rerig, City Clerk

Lesley Milton-Rerig, District Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Sheri Damon, City Attorney

Michael Whilden, District Counsel



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: April 14, 2020

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS (\$254,557) FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES PROJECT

PURPOSE

Consider approval of a Professional Services Agreement with Wallace Group to provide professional engineering and technical services for the Fremont, Broadway, & Ortiz Sewer Main Upgrades Project.

RECOMMENDATION

Adopt a resolution approving the Professional Services Agreement with Wallace Group for an amount not to exceed Two Hundred Fifty Four Thousand Five Hundred Fifty Seven Dollars (\$254,557) to provide professional engineering and technical services for the Fremont, Broadway & Ortiz Sewer Main Upgrades Project and authorizing the District Manager to execute the Agreement.

BACKGROUND

The Fremont, Broadway, & Ortiz Sewer Main Upgrades Project (Project) proposes a collection of sanitary sewer system improvements previously identified in the District's Sewer Master Plan and Rate Study (2011), including Near Term Project No. 7 "Fremont Boulevard Sewer Line Upgrade", Long Term Project No. 2 "Ortiz Avenue Sewer Line Upgrade", and Long Term Project No. 9 "Broadway Avenue Sewer Line Upgrade". The Project also serves three (3) developments identified as the "West Broadway Urban Village", "The South of Tioga Development" and "Ascent on Broadway". Wallace Group

previously performed Sewer Analyses for the developments separately and it is important to note that all deficient sewer mains resulting from said developments were identified and recommended for improvement within the District's Sewer Master Plan and Rate Study (2011) near-term and long-term projects as described above.

The Project proposes to up-size and extend an existing sewer main in Broadway Avenue, and upsize existing sewer mains in Fremont Boulevard, Alhambra Street, Ponderosa Street, Del Monte Boulevard, a private property along Del Monte Boulevard, across Transportation Agency for Monterey County (TAMC) right-of-way, Ortiz Avenue, and Holly Street.

On August 19, 2017, the District issued a Request for Qualifications (RFQ) for Professional Services to Implement the Capital Improvement Program (CIP), resulting in the selection of Wallace Group to be one of the three (3) consulting firms to provide engineering services. District staff requested a Fee Proposal and Schedule for the Project to Wallace Group for such professional engineering and technical services. After review, careful consideration, and agreement upon the Scope of Work, Fee, and Schedule, the District selected Wallace Group to prepare Construction Contract Documents to include Plans, Specifications, and an Engineer's Opinion of Probable Construction Cost for the subject Project. Other related tasks associated with this Work include preliminary investigations, subsurface utility locating and potholing, existing document research, geotechnical evaluations, groundwater sampling and testing, topographic survey, structural pavement design, dewatering considerations, and non-environmental permitting support and coordination.

It is recommended the Board adopt the attached resolution approving a Professional Services Agreement with Wallace Group and authorize the District Manager to execute the Agreement.

ENVIRONMENTAL COMPLIANCE:

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the Fremont, Broadway & Ortiz Sewer Main Upgrades Project is considered a "Project" under CEQA Statute 21065, because the Project is an activity, which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies.

The District has requested a proposal from Harris & Associates to perform necessary environmental review and will file appropriate documents in advance of construction of the Project.

FISCAL IMPACT

As of June 30, 2019, there were available cash assets of \$8,178,000. District revenue is anticipated to be approximately \$2,380,000 and operating and other expenses are anticipated to total approximately \$1,115,000, resulting in a net increase of approximately \$1,265,000 to cash reserves.

The District currently has three capital improvement program projects under construction, including upgrades to three lift stations (\$2,081,000), Canyon Del Rey Sewer Main Upgrades (\$1,700,000) and the Del Monte Sewer Main Upgrades (\$4,200,000), and miscellaneous sewer main repairs of approximately \$40,000 resulting in an estimated available cash balance of \$1,462,000 after accounting for current capital project encumbrances and net revenue increase.

For the Professional Services Agreement with Wallace Group, the not-to-exceed amount is Two Hundred Fifty-Four Thousand Five Hundred Fifty-Seven Dollars (\$254,557). It is appropriate to establish a contingency equal to 10% of the Professional Services Agreement in the amount of \$25,000.

The Project includes up-sized sewer main through the intersection of Fremont Boulevard with Broadway Avenue. The City of Seaside is scheduled to reconstruct the intersection in the summer of 2020. In order to avoid cutting into this new pavement in the future, the City would like to perform necessary utility improvements as part of the Pavement Rehabilitation Project. The estimated cost to construct sewer improvements is approximately \$65,000 to be reimbursed to the City of Seaside and an additional \$10,000 in design with the City's design consultant Harris & Associates. See separate staff report for Reimbursement Agreement.

The Project will require environmental analysis and filing of reports consistent with the California Environmental Quality Act. District staff has requested a proposal from Harris & Associates to perform environmental analysis and provide project management support. A preliminary budget of \$70,000 is estimated for this effort.

It is recommended to amend the fiscal year 2019/2020 budget for environmental and design work for the Fremont, Broadway & Ortiz Sewer Main Upgrades project (953-8820-9207) in the amount of \$425,000 funded from available cash reserves. A construction budget and options to finance the project will be presented at the time an Engineer's Estimate of Probable Cost is available.

ATTACHMENTS

1. Resolution
 2. Draft Agreement
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP
IN THE AMOUNT OF TWO HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED
FIFTY-SEVEN DOLLARS (\$254,557) TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES FOR THE FREMONT, BROADWAY, & ORTIZ SEWER MAINS UPGRADES
PROJECT**

WHEREAS, the Seaside County Sanitation District ("District") has a six-year Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2020/2021; and

WHEREAS, the District has determined that it is in the public interest to proceed with the "Fremont, Broadway, & Ortiz Sewer Mains Upgrades Project" (953-8820-9207), hereinafter described as the "Project" in fiscal year 2019/2020; and

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

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

WHEREAS, April 9, 2020, the Wallace Group submitted a Proposal for performing the proposed professional engineering services in support of the Project; and

WHEREAS, the District has determined that the proposed Scope of Work and Budget are reasonable and within the approved CIP Scope of Work and Budget for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Finance Manager to amend the fiscal year 2019/2020 budget to fund the Fremont, Broadway & Ortiz Sewer Mains Upgrades Project (953-8820-9207) in the amount of \$425,000 funded from available cash reserves; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the professional services agreement with Wallace Group for an amount not-to-exceed Two Hundred Fifty-Four Thousand Five Hundred Fifty-Seven Dollars (\$254,557) to provide professional and

technical services as described in Exhibit 'A' for the Fremont, Broadway, & Ortiz Sewer Mains Upgrades Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 14th day of April 2020, by the following vote:

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

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Lesley Milton, District Clerk
Seaside County Sanitation District

**SEASIDE COUNTY SANITATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES**

THIS AGREEMENT, is made and effective _____, 2020 between the Seaside County Sanitation District, a California special district ("Agency") and the Wallace Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Fifty Four Thousand Five Hundred Fifty Seven Dollars (\$254,557) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of current applicable State and Federal laws and regulations which in any manner affect those employed by it or affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such applicable laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
Kari Wagner, PE, Principal

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR QUALIFICATIONS AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

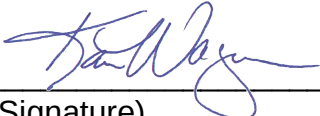
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

Wallace Group (CONSULTANT)

SEASIDE COUNTY SANITATION
DISTRICT

By:


(Signature)

By:

(Signature)

Kari E. Wagner, PE C66026
(Typed Name)

Craig Malin

Principal

(Title)

District Manager

(Title)

Exhibit A

April 9, 2020

Scott Ottmar
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, California 93955

Subject: Fremont Sewer Main Upgrades

Dear Mr. Ottmar:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The Broadway Avenue and Fremont Boulevard (Fremont) Sewer Line Upgrade Project proposes to upsize and extend an existing sewer main in Broadway Avenue, and upsize existing sewer mains in Fremont Boulevard, Alhambra Street, Ponderosa Street, Del Monte Boulevard, a private property along Del Monte (i.e. a car dealership), the TAMC Right of Way, Ortiz Avenue, and Holly Street (see Figure on page 3 of this proposal). The proposed project scope is in accordance with the District's CIP Program (see Project Information Sheets for Fremont Blvd Project Near-Term CIP #7 and Ortiz and Broadway Projects Long-Term CIP #2 and #9, respectively, attached hereto, from the 2009 Sewer Master Plan); the memorandum titled Ascent Development Sewer Capacity Analysis by Wallace Group dated February 7, 2020 (attached); and the Sewer Calculations for the West End Sand City Project DBO Development No. 30 by Whitson Engineers dated July 10, 2019 (attached); and our discussion on Monday March 30, 2020. The total length of the proposed sewer main upgrades is approximately 2,900 linear feet.

SCOPE OF SERVICES

The Scope of Work included in this proposal includes the following:

Task 01 - Project Management and Administration

Wallace Group will perform general project management, administration, and coordination. Wallace Group will communicate effectively and often, including telephone calls, email correspondence, and other tasks that require a time commitment, but are not specifically described below. Wallace Group will lead, attend, and participate in the Project kick-off meeting, progress meetings, review comment periods of deliverables, and other necessary gatherings. This will also include providing progress status updates and correlated invoice documentation. Project Management Task is based on a 9-month schedule.

Progress Meetings - Wallace Group will attend progress meetings at least monthly and as requested by the District. In order to be cost effective, regular progress meetings may be conducted via telephone conference call in lieu of in-person meeting. The Project kick-off meeting (one meeting) and up to two (2) progress meetings specifically related to the deliverables will be at the District's office.

Task 02.0 - Preliminary Investigations and Engineering

Wallace Group will conduct field investigations, topographic survey, geotechnical investigation, and utility potholing, and review record drawings to support preparation of construction documents. The scope of this work is broken out in the following tasks.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Task 02.1 Pothole Work

Wallace Group will retain a subcontractor to perform utility location via potholing along the pipeline alignment. Since utility research has not been completed and Broadway Avenue, Fremont Boulevard, and Del Monte Boulevard are major streets within underground utility districts, the number of potholes and traffic control requirements are unknown at this time. As such, we are allocating a reasonable estimated cost to perform this task on a time and materials basis, but we may revise the pothole scope during the design stage to locate potential utilities. We are proposing to team with Exaro Technologies Corp of Burlingame California to perform this work. They have the equipment to perform potholing by vacuum extraction. Wallace Group will coordinate the potholing effort after reviewing available utility location work that may have been performed for the Auto Mall renovation and the WBUV project. Additional potholing work may be warranted based upon information gathered during this phase.

To assist the District with budgeting for this task, we have provided a budget of \$20,000 to conduct approximately five (5) potholes, or one day of potholing, and prepare a pothole report. This budget includes surface restoration with HMA or ready-mix concrete and single lane closure for traffic control. Traffic control within busy road intersections may require additional budget.

We propose to field locate utilities once potholed, by the swing-tie method; the utility pothole will be measured from two different known surveyed points (such as a water valve lid, hydrant, light pole, etc.). Depth will be recorded as below grade surface by the pothole contractor. Wallace Group and our subcontractors will obtain any encroachment permits required by the Cities of Seaside and Sand City.

The potholing subcontractor will saw cut an opening into the existing asphalt (coring into concrete would be an additional cost), backfill with sand, 2-sack slurry and cold patch asphalt over the excavation holes for temporary use. Final HMA paving and re-striping, if required, would be completed by the City of Seaside. Excavated spoils not acceptable for backfill will be hauled off site for disposal.

Assumptions:

1. The designated pothole locations will be marked by Wallace Group and cleared by USA.
2. No potholes will be installed within intersections, easements or the TAMC Right of Way.
3. Production is expected to be 4 to 5 potholes per day.
4. Daily rates will be based on prevailing wage at the job site.
5. The onsite work hour is for an 8-hour day, and during normal business hours 7am-4pm.
6. No Caltrans permit is required.
7. City Encroachment Permit Fee of \$500 to restore potholes with HMA.

Traffic Control. If potholing is required within the Fremont and Broadway intersection or the Del Monte and Clementina intersection, Wallace Group can provide a temporary traffic control plan and a temporary traffic detour plan at an additional cost. The potholing subcontractor will provide traffic control for work that can be performed with single lane closure at other locations.

Deliverables:

- Utility Locating Pothole Report

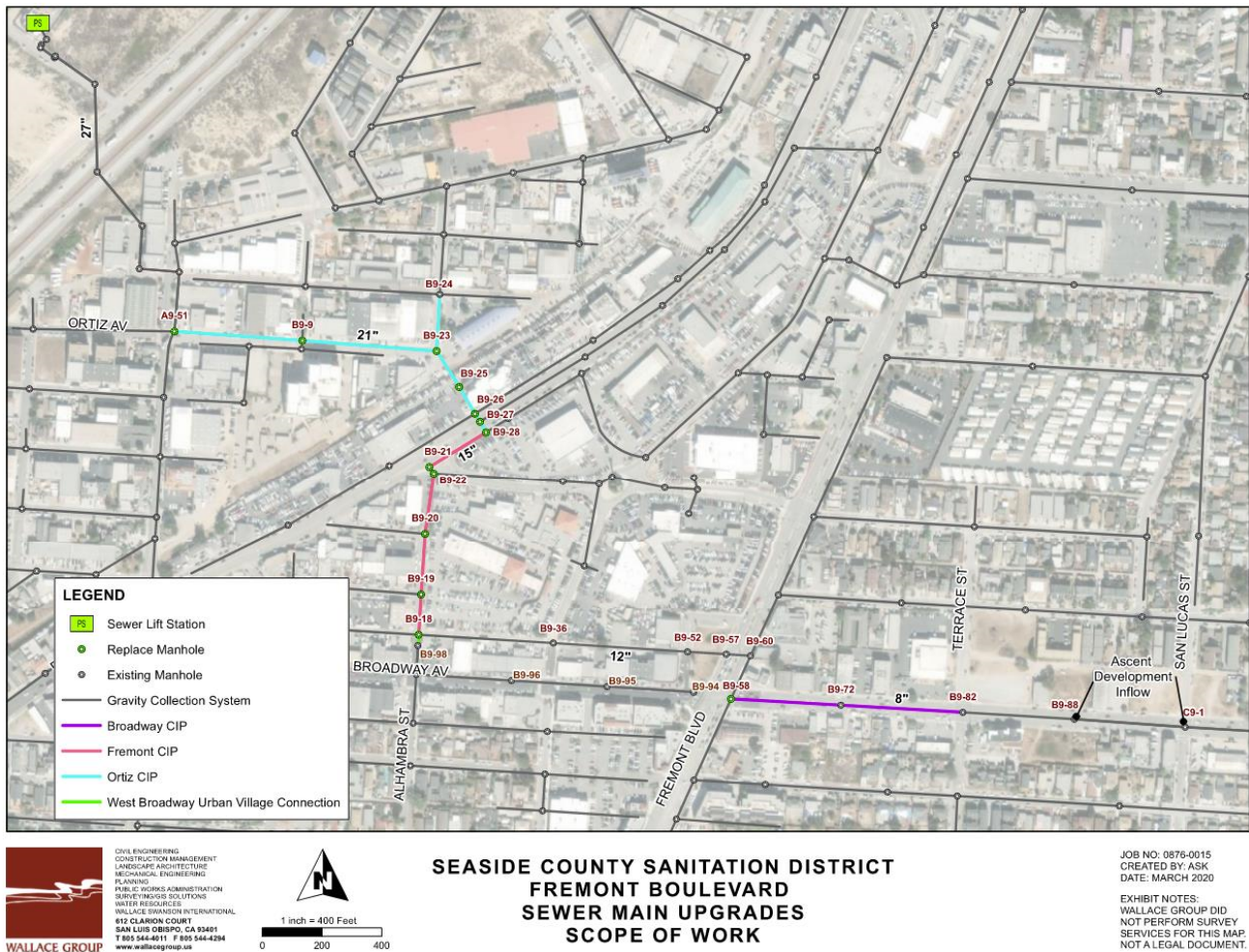
Exhibit A

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Task 02.2 Topographic Survey

Wallace Group will use the City's current topographic survey and perform additional topographic survey in support of the sewer design. The topographic survey will be mapped at a one-foot contour intervals and will include major features such as, utility boxes and vaults, manholes, rim elevation and inverts, drop inlets, catch basins, approximate pipe sizes and direction of pipe, paint markings which indicate the presence of underground utilities, and other items according to standard practice. Refer to Figure below for an approximate delineation of the extent of survey for this Project.



Along the portions of sewer line shown within easement(s), we will plot the recorded location of the easement(s) based on the City's records and Preliminary Title Reports. If additional research is required to plot the easement(s), such as researching maps on file with the County, we will discuss this with the City and determine if the additional research is required and perform this work as a contract amendment if necessary. The approximate property lines adjoining the right of ways will be plotted based on Assessor Parcel Maps.

The topographic survey will be accomplished by using field survey techniques. The field survey of the traveled way within the streets will be accomplished using remote sensing. This



will be carried out using a Trimble SX10 Scanning Total Station with the capture of a dense point cloud. Utilizing this data collection technique will keep field survey staff away from vehicular traffic, increase the efficiency of the field survey and help ensure the safety of field staff and the traveling public. For safety reasons, a traffic safety and control sub-consultant will be used to provide traffic signage and control while the storm and sanitary sewer structures are opened so that inverts can be measured.

Assumptions:

1. The existing easements are on file at the District and/or Preliminary Title Reports provided by the District.
2. Procurement and reviewing of Record Maps will not be necessary for this project and is excluded from this scope of services.
3. The temporary construction easements, if any, do not require plats or legal descriptions.
4. District will provide documentation (e.g. title reports) for description of right of ways
5. Proposed survey does not include sufficient detail to determine ADA compliance or design criteria for ADA compliance

Deliverables:

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

Task 02.3 Geotechnical Services

Wallace Group will retain a geotechnical subconsultant to provide the following geotechnical services:

- Geotechnical investigation, consisting of up to eight (8) borings (up to 15-foot depth) along the proposed alignment. The field effort is budgeted based on two days of drilling and traffic control.
- The geotechnical subconsultant will obtain utility clearance via USA prior to drilling and obtain encroachment permits from Seaside and Sand City.
- The geotechnical subconsultant will provide in-house traffic safety control for lane closure and flagging services, if necessary. Due to complexities with traffic control in busy street intersections, drilling at the Broadway/Fremont and the Del Monte/Clementine Intersections will be avoided.

Assumptions:

1. The designated boring locations will be marked and cleared by USA by Wallace Group.
2. No borings will be installed within easements or the TAMC right-of-way.
3. The onsite work is for an 8-hour day, and during normal business hours of 7am-4pm

Deliverables:

- Geotechnical report with the following;
 1. Description of Subsurface and Soil Conditions
 2. Results of Groundwater Sampling for parameters outlined by Monterey One Water, if groundwater is encountered
 3. Recommendations for Groundwater and Dewatering
 4. Recommendations for Sheet piling, Shoring, and Bracing
 5. Recommendations for Structural Pavement Section patching

Task 03 - Preparation of Construction Contract Documents

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

Exhibit A

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Preliminary Design Memorandum and 30% Design Deliverable:

1. Pothole Report for underground utilities
2. Cover Sheet, Key Map, Vicinity Map, Limits of Work, Sheet Index, General and Construction Notes
3. Topographic Survey
4. Plan View with proposed sewer alignment, no profiles
5. Preliminary Front End Documents (It is assumed the SCSD will furnish the Front-end Documents, Wallace Group will prepare the Bid Schedule and the Measure and Payment)
6. List of Technical Specifications
7. Preliminary Engineer's Opinion of Probable Construction Costs (EOPCC)

60% Design Deliverable:

1. Cover Sheet, Key Map, Vicinity Map, Limits of Work, Sheet Index, General and Construction Notes
2. Topographic Survey
3. Existing Plan View:
 - a. Ownership Lines
 - b. Water Services and Appurtenances
 - c. Sewer Services and Appurtenances
 - d. Electrical, Telephone, and Communication Lines, Boxes, and Services
 - e. Street Centerlines
 - f. Fire Services and Hydrants
 - g. Lot Lines
 - h. Right of Way Lines
 - i. Street Names
4. Existing Profile:
 - j. Existing Water Main crossings
 - k. Existing Sewer Mains
 - l. Horizontal and Vertical Scales
 - m. Elevation Scales
 - n. Existing Grades, Existing Pavements
 - o. Existing Utility Crossings with Elevations
5. Proposed Plan View:
 - p. Dimensioning
 - q. Stationing
 - r. Sewer Main Diameters/Sizes and Lengths
 - s. Sewer Laterals (if necessary)
 - t. Sewer Manholes
6. Proposed Profile:
 - u. Stationing
 - v. Sewer Main Diameters/Sizes and Lengths with Inverts
7. Draft Front-End Documents
8. Draft Technical Specifications (Reflective of 60% Design Inclusions)
9. Draft Engineer's Opinion of Probable Construction Costs (EOPCC)

90% Design Deliverable:

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

Exhibit A

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4. BMPs, Storm Drain Inlet Protection(s)
5. Miscellaneous Details
6. Technical Specifications (Reflective of 90% Design Inclusions)
7. Engineer's Opinion of Probable Construction Costs (EOPCC)
8. Utility Locating and Potholing Report
9. Anticipated Construction Schedule with Milestones
10. Draft Temporary Construction Easements

Design Guidelines, Requirements, and Development

Wallace Group will design the Project in compliance with applicable laws, City (Seaside) and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the applicable noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the District's policies, and other reference specifications. A portion of the work within Ortiz Avenue is under or immediately adjacent to the sidewalk. This may require the sidewalk and non-compliant curb ramps to be reconstructed. The adjacent property driveways extend into the existing curb ramps at Ortiz and Hickory and at Ortiz and Contra Costa which will cause ADA compliance issues because of 2% max cross slope requirement. Wallace Group will work with Sand City staff for possible alternative ADA compliance options, but the design may require the point of work conform to be significantly past the back of walk into private property. Wallace Group will evaluate options at the 30% design submittal, including re-locating the sewer outside of the sidewalk. The proposed budget does not include survey or design fees required for ADA design of the sidewalk and curb ramps.

Wallace Group will prepare and submit design deliverable packages for review and acceptance by the District in accordance with this Scope of Work and an agreed upon design schedule.

Wallace Group's acts of stamping and signing the plans, technical specifications, calculations, or other final design documents will mean that Wallace Group understands, accepts, and approves documentation and direction contained in or implied by the Construction Contract Documents.

Wallace Group will revise plans and technical specifications to incorporate comments received from the District, District's representative, other stakeholders, and permitting agencies. Wallace Group will respond in writing to all District comments on all four (4) submittals within ten (10) Working Days of the date of transmittal of the comments.

Assumptions:

1. The proposal does not include modifying existing pedestrian pathways (e.g. sidewalks and curb ramps) that are not currently ADA compliant.

Deliverables:

- Preliminary Design Memorandum and 30% Design
- 60% Design
- 90% Design
- Final stamped Design, ready for bidding including:
 1. Final Front-End Documents
 2. Final Technical Specifications
 3. Final Design Drawings
 4. Final EOPCC

Form of Final Design Deliverable will be:

- One (1) complete electronic file set of the final drawings in Adobe PDF format.

Exhibit A

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- One (1) complete electronic file set of the final front-end and technical specifications in Adobe PDF and MS Word format.
- All AutoCAD files in the latest available version (unless otherwise requested).
- One (1) complete set of engineering calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All computer programs used in development of Project calculations will be Windows compatible.

Task 04 - Coordination and Compliance with Stakeholders

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

As discussed above, a portion of the work within Ortiz Avenue is under or immediately adjacent to the sidewalk. This may require the point of work conformance to be significantly past the back of walk into private property. Wallace Group will work with Sand City staff and property owners for possible design alternatives and/or work into private property. The proposed draft temporary construction easements (TCEs) would be prepared for city staff to obtain the right to construct improvements on private property, if necessary. Wallace Group has allocated 20 hours to coordinate with stakeholders and prepare draft TCEs.

Assumptions:

1. This task does not include printed materials (i.e. hard copies).

Deliverables:

- Draft TCEs

Task 05 - Permitting (Non-Environmental)

Wallace Group will identify all permitting agencies and authorities having jurisdiction. Wallace Group will prepare permit applications and submit the applications to the District for review. Wallace Group will provide technical services as required by the permitting agencies during the permit acquisition process. Wallace Group will incorporate the requirements of permitting agencies as may become apparent during Project design. Wallace Group will apply for and secure all permits, except private property temporary construction easements, and provide all necessary reports and supporting documents required to obtain the permits.

Assumptions:

1. This task does not include printed materials (i.e. hard copies).

Task 06 - Environmental Permitting Support (by Harris & Associates)

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

Assumptions:

1. This task does not include printed materials (i.e. hard copies).

Task 07 - Bid Phase Services

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

Exhibit A

PP20-6923
Seaside CSD
April 8, 2020
Page 8 of 10



Assumptions:

1. This task does not include printed materials (i.e. hard copies).

Deliverables:

- Up to two (2) responses to RFIs

SCHEDULE

Task Name	Finish
1.0 Project Management	Thu 1/28/21
Project Management	
QA/QC	
Meetings & Site Visits	
KO Meeting	Thu 4/23/20
2.0 Preliminary Investigations & Engineering	Wed 7/29/20
2.1 Pothole Work	Wed 7/22/20
2.2 Survey	Wed 6/10/20
2.3 Geotechnical	Wed 7/29/20
3.0 Preparation of Construction Documents	Thu 12/10/20
3.1 Preliminary Design Memo & 30% Design	Wed 8/5/20
District Review	Wed 8/19/20
3.2 60% Design	Fri 10/2/20
District Review 60 % Design	Fri 10/9/20
3.3 90% Design	Wed 11/11/20
District Review 90% Design	Wed 11/18/20
3.4 Final Design	Thu 12/10/20
4.0 Coordination & Compliance with Stakeholders	Wed 7/22/20
5.0 Permitting (non-environmental)	
6.0 Environmental Permitting Support	
7.0 Bid Phase Services	Thu 1/28/21

TO BE PROVIDED BY THE CLIENT

- Available utility system record drawings
- CEQA/NEPA Environmental Review (by Harris & Associates)
- Easement and/or Title information for sewer mains within private property

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

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

- Permit Fees
- Public meetings, Seaside CSD Board meetings
- Right of Way Survey/Research
- Preliminary Title Documents
- Organize a pre-bid conference, prepare agenda and minutes, sign in sheet
- Maintain plan holders' list

Exhibit A

PP20-6923
Seaside CSD
April 8, 2020
Page 9 of 10



- Prepare bid notice for advertisement in local newspaper, distribute bid documents to local plan rooms
- Conduct public bid opening
- Review and analyze bids received, provide recommendation to award
- Pre-construction meeting
- Engineering support during construction
- Structural Observation Services
- Special Construction and Inspection Services
- CEQA/NEPA document preparation or Environmental Review
- Preparation of Legal Descriptions/Easements, excepting draft TCEs for private property

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 through 7 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$254,557 without receiving written authorization from the Client.

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

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on a Seaside CSD provided sample contract.

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

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Attachments
sr: PP20-6923, 2019
Near-Term CIP #7, Fremont Blvd
Long-Term CIP #2, Ortiz
Long-Term CIP #9, Broadway

Signature

Printed Name

Title

Date



Near Term Project No. 7: Fremont Blvd Sewer Line Upgrade

Seaside County Sanitation District Capital Improvement Project Information Sheet
2010 Sewer Collection System Master Plan

Project Trigger

- ☒ Existing Condition
☐ Future Condition

Jurisdiction

- ☒ City of Seaside
☐ City of Del Rey Oaks
☐ Sand City

Project Benefit

Existing Customers	72%
New Development	28%
Region A	9%
Region B	0%
Region C	19%
Region D1	0%
Region D2	0%

Project Components

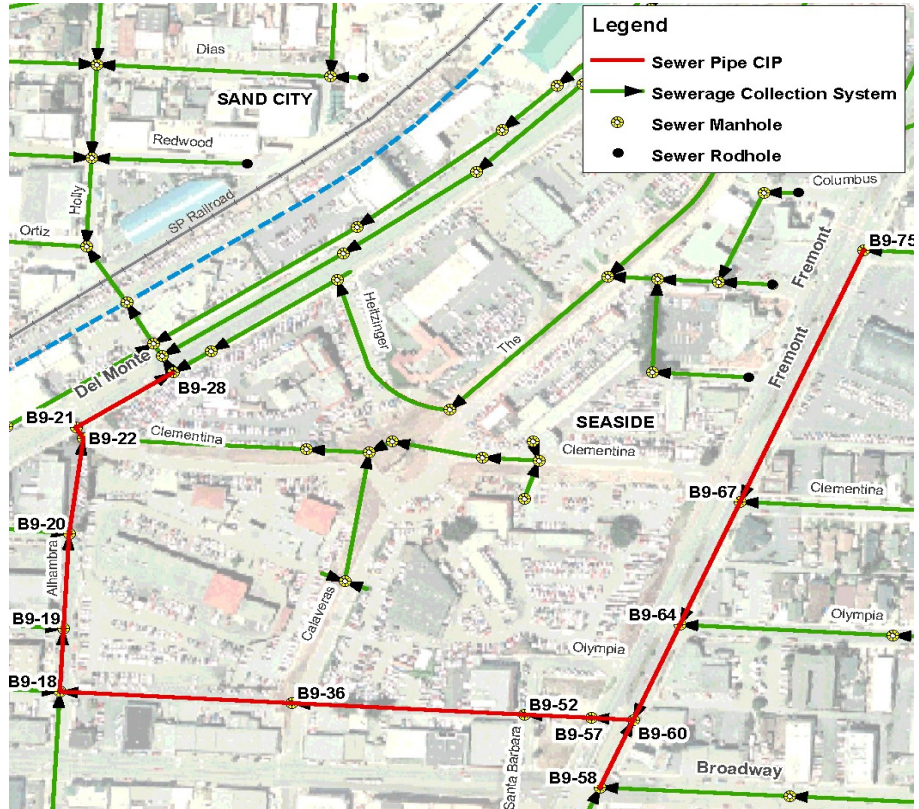
- ☒ Upgrade Gravity Pipeline
☐ New Gravity Pipeline
☐ Upgrade Lift Station
☐ Upgrade Force Main
☐ Rehabilitation/Repair
☐ Inspection and/or analysis
☐ Replace Manhole or Rodhole

Project Scheduling

Est. Construction Duration: 14 weeks

Project Need

- ☒ Insufficient capacity for existing flow
☒ Insufficient capacity for future flow
☐ Existing condition limits O&M
☐ Reduction of I/I & sand infiltration



Project Cost Breakdown

Construction Cost ¹	\$827,250
Planning, Engineering, CM, Legal/Admin (40%)	\$330,900
Total Project Cost	\$1,158,150

Project Description

The Fremont Boulevard upgrade project proposes to replace approximately 3,200 feet of sewer main to provide capacity for existing flow conditions. Existing flow causes segments of pipes and manholes to surcharge during peak flow conditions. The existing 10, 12, and 15-inch pipe will be upsized one standard pipe diameter to 12, 15, and 18-inch, respectively. Although future development will contribute additional flow to this pipe segment, the pipe does not need to be upsized further to accept future flow conditions.

1. Construction costs are expressed in Year 2009 dollars, using an ENR construction Cost Index of 8592, and will need to be escalated to the year or years scheduled for the work.

PREPARED BY:

Wallace Group
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San Luis Obispo, CA

NEAR TERM PROJECT NO. 7 FREMONT BLVD SEWER LINE UPGRADE

NOTES:

Wallace Group did not perform boundary survey services for this map. Not a legal document.



Long Term Project No. 2: Ortiz Sewer Line Upgrade

Seaside County Sanitation District Capital Improvement Project Information Sheet
2010 Sewer Collection System Master Plan

Project Trigger

- ☐ Existing Condition
☒ Future Condition

Jurisdiction

- ☒ City of Seaside
☐ City of Del Rey Oaks
☒ Sand City

Project Benefit

Existing Customers	0%
New Development	100%
Region A	32%
Region B	0%
Region C	68%
Region D1	0%
Region D2	0%

Project Components

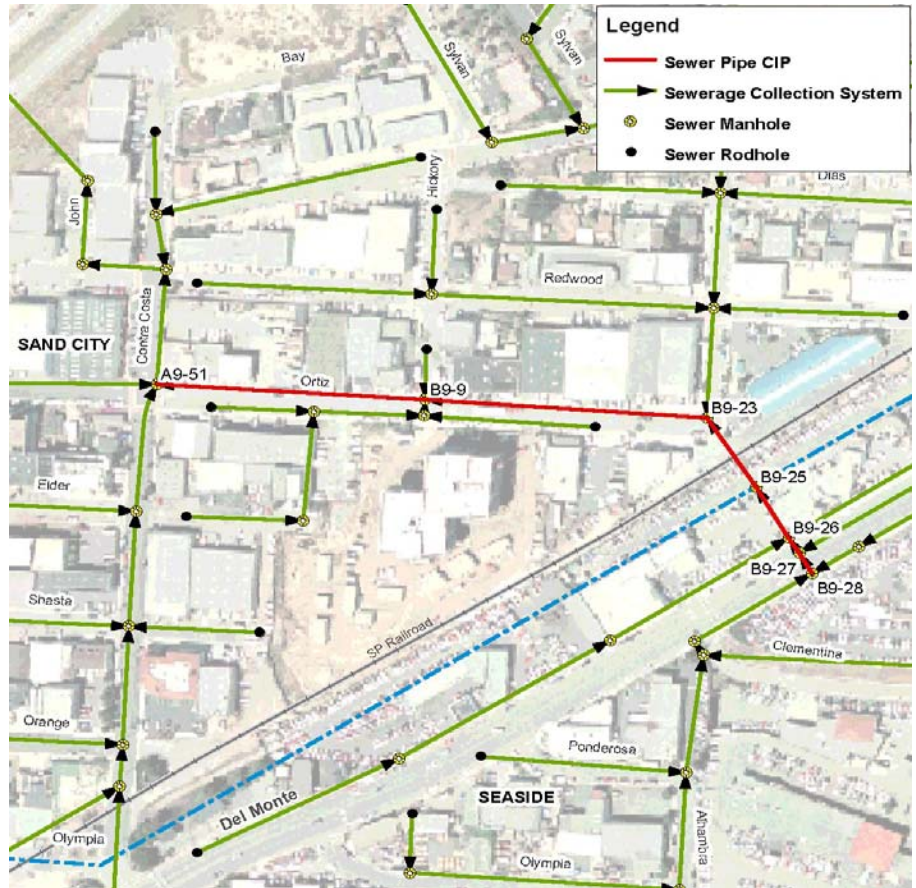
- ☒ Upgrade Gravity Pipeline
☐ New Gravity Pipeline
☐ Upgrade Lift Station
☐ Upgrade Force Main
☐ Rehabilitation/Repair
☐ Inspection and/or analysis
☐ Replace Manhole or Rodhole

Project Scheduling

Est. Construction Duration: 11 weeks

Project Need

- ☐ Insufficient capacity for existing flow
☒ Insufficient capacity for future flow
☐ Existing condition limits O&M
☐ Reduction of I/I & sand infiltration



Project Cost Breakdown

Construction Cost ¹	\$402,000
Planning, Engineering, CM, Legal/Admin (40%)	\$160,800
Total Project Cost	\$562,800

Project Description

The Ortiz upgrade project proposes to replace approximately 1,200 feet of existing 21-inch sewer main, on Ortiz Avenue from Del Monte Boulevard to Contra Costa Street. This project includes approximately 320 feet of new 24-inch sewer main and approximately 880 feet of new 27-inch sewer main, and is recommended to be complete prior to any future service connection to the existing collection system. This project requires construction within the Southern Pacific Railroad right-of-way.

1. Construction costs are expressed in Year 2009 dollars, using an ENR construction Cost Index of 8592, and will need to be escalated to the year or years scheduled for the work.

PREPARED BY:

Wallace Group
www.wallacegroup.us
San Luis Obispo, CA

LONG TERM PROJECT NO. 2 ORTIZ SEWER LINE UPGRADE

NOTES:

Wallace Group did not perform boundary survey services for this map. Not a legal document.



Long Term Project No. 9: Broadway Avenue Sewer Line Upgrade

Seaside County Sanitation District Capital Improvement Project Information Sheet
2010 Sewer Collection System Master Plan

Project Trigger

- ☐ Existing Condition
☒ Future Condition

Jurisdiction

- ☒ City of Seaside
☐ City of Del Rey Oaks
☐ Sand City

Project Benefit

Existing Customers	0%
New Development	100%
Region A	0%
Region B	0%
Region C	100%
Region D1	0%
Region D2	0%

Project Components

- ☒ Upgrade Gravity Pipeline
☐ New Gravity Pipeline
☐ Upgrade Lift Station
☐ Upgrade Force Main
☐ Rehabilitation/Repair
☐ Inspection and/or analysis
☐ Replace Manhole or Rodhole

Project Scheduling

Est. Construction Duration: 18 weeks

Project Need

- ☐ Insufficient capacity for existing flow
☒ Insufficient capacity for future flow
☐ Existing condition limits O&M
☐ Reduction of I/I & sand infiltration

Project Description

The Broadway Avenue project proposes to upgrade approximately 3,690 feet of 6-inch sewer main and 2,460 feet of 8-inch sewer main to 10-inch, from General Jim Moore Boulevard to Fremont Avenue. This project would increase collection system capacity to provide sanitary sewer service to potential development in Region C.



Project Cost Breakdown

Construction Cost ¹	\$1,199,250
Planning, Engineering, CM, Legal/Admin (40%)	\$479,700
Total Project Cost	\$1,678,950

1. Construction costs are expressed in Year 2009 dollars, using an ENR construction Cost Index of 8592, and will need to be escalated to the year or years scheduled for the work.

PREPARED BY:

Wallace Group

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San Luis Obispo, CA

LONG TERM PROJECT NO. 9 BROADWAY AVENUE SEWER LINE UPGRADE

NOTES:

Wallace Group did not perform boundary survey services for this map. Not a legal document.

MEMORANDUM

Date: February 7, 2020

To: Scott Omar, PE
Seaside County Sanitation District

From: Kari Wagner, PE

Subject: Ascent Development Sewer Capacity Analysis



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

PURPOSE

The Seaside County Sanitation District (SCSD) has requested Wallace Group to review, analyze, and model the impacts on the SCSD sewer collection system from the proposed Ascent development. The project is located at the northeast corner of Broadway Avenue and Terrace Street in the City of Seaside. This development proposes 105 total residential units: 27 one-bedroom units, 61 two-bedroom units, 10 three-bedroom units, and 7 two-bedroom townhomes. Additionally, this development will include approximately 4,079 square feet of retail space.

The purpose of this technical memorandum is to provide an analysis of the sewer collection system capacity due to additional flow from the Ascent development. The proposed development was not analyzed as a part of the 2011 Sewer Master Plan (SMP); therefore, SCSD has requested Wallace Group to recommend necessary upgrades to serve the proposed development and determine a proportionate share of the cost for the upgrades attributed to the development.

WASTEWATER FLOWS

Wallace Group utilized the hydraulic sewer model prepared for the 2011 SMP to analyze the impacts from the Ascent development to the existing sewer collection system. Whitson Engineers provided SCSD with projected wastewater flows from the Ascent development, as shown in Table 1.

Table 1. Projected Wastewater Flows

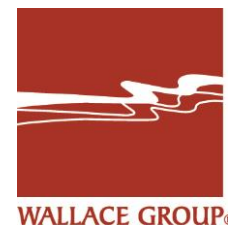
Type	Dwelling Units	Building Area (sf)	Average Dry Weather Flow (gpd)	Peak Dry Weather Flow (gpd)	Peak Wet Weather Flow (gpd)
Residential	105	--	18,500	36,990	59,180
Retail	--	4,079	410	860	1,370
Total	105	4,079	18,910	37,850	60,550

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SEWER COLLECTION SYSTEM ANALYSIS

SCSD's standards for hydraulic capacity (d/D), summarized in Table 2, were used to evaluate the sewer collection system.

Table 2. SCSD Hydraulic Capacity Standards

Pipe Diameter	Maximum Allowed d/D
10-inch and smaller	0.67
12-inch to 24-inch	0.80
27-inches	0.90

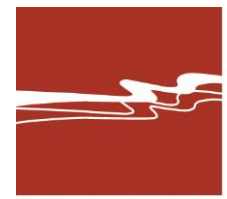
The projected wastewater flows identified in Table 1 were input into the sewer model at the project location. Flows from the West End Development, south of Tioga Avenue, were also included as part of SCSD's existing flows. The Sewer Master Plan identified the Fremont Boulevard CIP to upgrade deficient pipes flowing along Fremont Boulevard, through an easement, to Alhambra Street. Due to constructability concerns within the easement, SCSD approved plans to build a 15-inch PVC sewer main along Broadway Avenue as part of the West Broadway Urban Village (WBUV) Utility Plan. This project eliminates the need for SCSD to upsize the 12-inch sewer main from MH B9-57 to MH B9-18. The new sewer main is stubbed at both ends, with future plans to connect to SCSD's existing collection system at MH B9-58 and MH B9-18. Future plans also include the abandonment of the 10-inch sewer main from MH B9-58 to B9-60 in order to direct flows to the new 15-inch main along West Broadway. For the purposes of this analysis, the connections to the existing sewer system and the sewer main abandonment were assumed as part of SCSD's existing collection system.

Under existing, wet weather flow conditions, with the additional flows from the Ascent development, the collection system exceeds hydraulic capacity along a small portion of Broadway Avenue, Alhambra Street, and Ortiz Avenue. It is important to note that all deficient pipes were identified in the SMP as portions of the following Capital Improvement Projects (CIPs): Near Term CIP 7- Fremont Boulevard Upgrade, Long Term CIP 2- Ortiz Avenue Sewer Line Upgrade, Long-Term CIP 9 Broadway Avenue Sewer Line Upgrade. In the SMP, the long-term CIPs were identified as sewer mains that have capacity under existing conditions but were deficient under future build-out. The model results are shown in Table 3 and displayed on Figure 1. Also included in Table 3 are recommended pipe diameters to meet SCSD's hydraulic capacity standards.

Figure 1 displays the two sewer mains that would need be constructed to connect the WBUV new sewer to the existing collection system. Approximately 140-feet of 15-inch PVC needs to be constructed to connect MH B9-58 to MH B9-94. Additionally, there is a 6-inch stub between MH B9-98 and MH B9-18 that would need to be replaced with approximately 20-feet of new 15-inch PVC. The existing reach across Fremont Boulevard from MH B9-60 to MH B9-57 is still recommended to be upsized as this pipe's shallow slope is a bottleneck in the system; however, it is not a direct deficiency associated with the flows from the Ascent development.

Exhibit A

Seaside County Sanitation District
February 7, 2020
Page 3 of 4



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Table 3. Existing Average Day, Wet Weather Flow

Pipe ID	Existing Diameter (in)	Existing Hydraulic Capacity without Ascent	Existing Hydraulic Capacity with Ascent	Proposed Diameter (in)	Proposed Hydraulic Capacity with Ascent	CIP
B9-88 : B9-82	8	0.585	0.654	10	0.408	(Marginal Capacity)
B9-82 : B9-72	8	0.674	0.761	10	0.453	BROADWAY
B9-72 : B9-58	8	0.585	0.607	10	0.407	BROADWAY
B9-58 : B9-60	ABANDON					
B9-60 : B9-57	12	0.881	0.881	15	0.505	FREMONT
B9-18 : B9-19	12	1.000	1.000	15	0.538	FREMONT
B9-19 : B9-20	12	1.000	1.000	15	0.550	FREMONT
B9-20 : B9-22	12	1.000	1.000	18	0.514	FREMONT
B9-22 : B9-21	15	1.000	1.000	18	0.505	FREMONT
B9-21 : B9-28	15	0.915	0.989	18	0.624	FREMONT
B9-25 : B9-23	21	0.760	0.856	24	0.489	ORTIZ
B9-23 : B9-9	21	0.878	0.959	27	0.542	ORTIZ
B9-9 : A9-51	21	0.916	0.957	27	0.672	ORTIZ
B9-58 : B9-94	15	0.282	0.304	15	0.304	WBUV CONNECTION
B9-98 : B9-18	15	1.000	1.000	15	0.356	WBUV CONNECTION

The small portion of proposed sewer connecting MH B9-98 to MH B9-18 experiences backwater effects due to insufficient hydraulic capacity along Alhambra Street. This issue is resolved when Alhambra Street pipes are upsized from 12-inch to 15-inch sewer mains.

PRELIMINARY COST ESTIMATE

Due to the impacts of the Ascent development, portions of the Fremont Boulevard, Ortiz Avenue, and Broadway Avenue CIPs should be constructed to meet the system's hydraulic capacity for the existing system. Table 4 compares the total flow in the existing system at each CIP location to the total flow including the projected flows from the Ascent development. These values were used to estimate the proportionate share of the cost for the upgrades attributed to the development.

Exhibit A

Seaside County Sanitation District
February 7, 2020
Page 4 of 4



Table 4. Total Flow Comparison

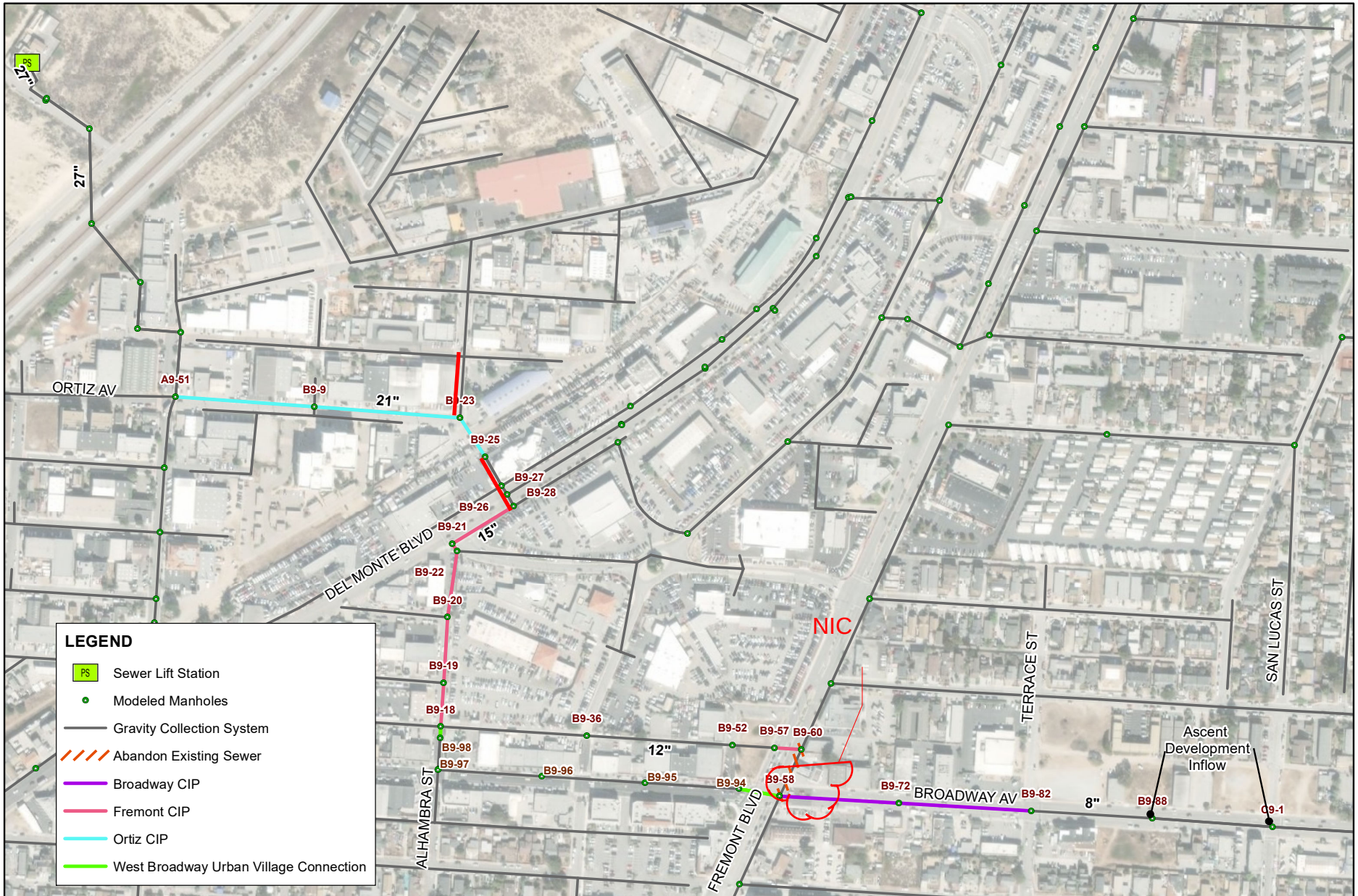
CIP Identified	Existing Total Flow (gpm)	Existing Total Flow + Ascent Development (gpm)	Existing Flow Percentage	Ascent Development Flow Percentage
Broadway	497	577	86%	14%
Ortiz	2,562	2,623	98%	2%
Fremont	1,433	1,509	95%	5%
WBUV Connections	592	669	89%	11%

Table 5 uses the construction cost estimates from the SMP, with an inflation of 32.6% using the Engineering News-Record (ENR) cost index of 8592 in 2009 to a current day ENR cost index of 11392, to provide a preliminary cost estimate of the upgrades needed to accommodate for the projected sewer flows. Additionally, hard construction costs were escalated by a factor of 1.4 to allow budget for soft costs that include preliminary engineering, design engineering, construction administration, construction management, and inspection costs. The total project cost includes both current day inflation and soft costs.

Table 5. Preliminary Cost Estimate

CIP Identified	Length (ft)	2011 SMP Construction Cost (\$/LF)	2011 SMP Subtotal	2020 Total Project Cost	Ascent Cost Share
Broadway	780	\$195.00	\$152,100.00	\$282,330.00	\$39,530.00
Ortiz	1,020	\$355.00	\$362,100.00	\$672,140	\$13,450.00
Fremont	160	\$300.00	\$48,000.00	\$89,100.00	\$22,530.00
	650	\$220.00	\$143,000.00	\$265,440.00	
	220	\$235.00	\$51,700.00	\$95,970.00	
WBUV Connections	160	\$450.00 ¹	N/A	\$72,000.00	\$7,920

¹Current Day 2020 Construction Cost



**SEASIDE COUNTY SANITATION DISTRICT
FIGURE 1
ASCENT DEVELOPMENT
EXISTING WET WEATHER FLOW
HYDRAULIC CAPACITY**

Sewer Calculations

West End Sand City Project DBO Development No.30

CALIFORNIA AVE AT TIOGA AVE
SAND CITY, CA

July 10, 2019



Prepared By:



6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

File No.: 3571.01

MEMORANDUM

Date: January 7, 2019
To: Scott Omar, PE
Seaside County Sanitation District
From: Kari Wagner, PE
Subject: West End Sewer Analysis



CIVIL AND
TRANSPORTATION
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WATER RESOURCES

PURPOSE

The West End Development in Sand City is currently in the design phase for a 351-unit residential development and a 216 room hotel. The project is to be served by two of Seaside County Sanitation District's (District) sewer mains; California Avenue, which flows southwest towards Holly Street, and Tioga Avenue, which flows southeast to Del Monte Avenue. The purpose of this technical memorandum is to provide a summary of the impacts that the additional flow from the West End Development will have on the District's sewer collection system, and outlines the necessary upgrades required to serve the development.

SEWER COLLECTION SYSTEM ANALYSIS

Wallace Group prepared the 2011 Sewer Master Plan (SMP) and utilized the hydraulic sewer model to analyze the impacts from the West End Development on the existing sewer collection system. California Avenue and Holly Avenue were not originally included in the hydraulic sewer model. Therefore, Whitson Engineers, the design consultant for this development, provided survey information (rim and invert elevations) for the manholes along this stretch, which were then added to the model for this evaluation.

District Standards

The District's design criteria is provided in the Sanitary Sewer Management Plan, Element 5: Design and Performance Standards. The District's minimum pipe diameter as described in Section 5.2.2, is as follows:

5.2.2 Design Criteria for Gravity Sewer Mains

Gravity mains shall be Reinforced Concrete Pipe (RCP), or Vitrified Clay Pipe (VCP), or Polyvinyl Chloride (PVC) pipe, SDR-26 or less. Sewer mains shall be eight inches (8") minimum diameter. Sewer mains may be six inches (6") or larger for ultimate maximum of ten single family units or less and having one (1) percent minimum slope. Plastic pipe shall not be allowed for pipe diameters exceeding fifteen inches (15") diameter.

Table 2 summarizes the District's hydraulic capacity (d/D) standards used to evaluate the sewer collection system.

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**Table 2- SCSD Hydraulic Capacity Standards**

Pipe Diameter	Maximum Allowed d/D
10-inch and smaller	0.67
12-inch to 24-inch	0.80
27-inches	0.90

Flow Estimates

Whitson Engineers performed sewer flow calculations based on flow factors provided in the SMP. Wallace Group provided a peer review of the calculations provided by Whitson. Wallace Group has provided comments on the flow calculation worksheet that should be addressed by Whitson Engineers (see attached Preliminary Projected Sanitary Sewer Generation). The most critical comment being the household density used for the residential development is too low per the City of Sand City General Plan. This has resulted in the flow estimates to be underestimated for the residential component of the project. Wallace Group has run the scenarios with the increased flows based on a 2.5 persons per household density.

According to the SMP, the worst-case flow condition is max day, dry weather flow. The peaking factor for max day and peak hour for residential is 1.5 and 3.0 the average day flow, respectively. It was assumed that the hotel would also have a commercial peaking factor of 3.1. Table 1 summarizes the anticipated flows from the development during various flow conditions, based on updated household densities.

Table 1- Projected Sewer Flows

Type of Development	Dwelling Units	Average Day Dry Weather Flow (gpm)	Max Day Dry Weather Flow (gpm)	Peak Hour Dry Weather Flow (gpm)
R1- Residential Units	120	13.5	20.3	40.5
R2- Residential Units (P1)	136	15.3	23.0	45.9
R2- Residential Units (P2)	95	10.7	16.1	32.1
H1/H1A- Hotel	216	15.0	22.5	46.5

Whitson Engineers has provided two options for the West End development flow to tie into the District's existing system. Wallace Group modeled these two options to determine the impacts on the District's existing sewer collection system downstream of the development.

It is important to note that the SMP identified a Long-Term¹ Capital Improvement Project (CIP) to upsize the sewer main along Ortiz Avenue from Del Monte Boulevard to Contra Costa Street (CIP #2). This CIP is being impacted by this proposed development from Holly Street to Contra Costa.

¹ Long-term Capital Improvement Projects were identified as sewer mains that have capacity under existing conditions but were deficient under future build-out conditions. There is no timeframe for construction of the Long-term CIPs identified in the Sewer Master Plan since they are contingent on development within the City.

January 7, 2019
Page 3 of 3



Existing Peak Hour Dry Weather Flow Conditions

The sewer model was analyzed under the peak hour, dry weather flow condition. The first analysis was performed using the District's existing system under existing peak hour flow conditions, without any additional flows from West End. As determined in the SMP, Figure 1 shows that the existing system has sufficient capacity, with marginal capacity on a portion of the pipe reach along Ortiz Avenue.

Existing Peak Hour Dry Weather Flow Conditions w/ West End Option 1

The sewer model was updated to include West End Option 1, which has flow from R-1 and H-1 tying in at Tioga Avenue and flow from R-2 P1 and P2 tying in at California Avenue. As seen in Figure 2, under existing flows with the West End development, a portion of the 21-inch sewer main along Ortiz Avenue is just exceeding the District's standards where an upgrade is recommended, and the last 6-inch reach along Holly Street exceeds hydraulic capacity.

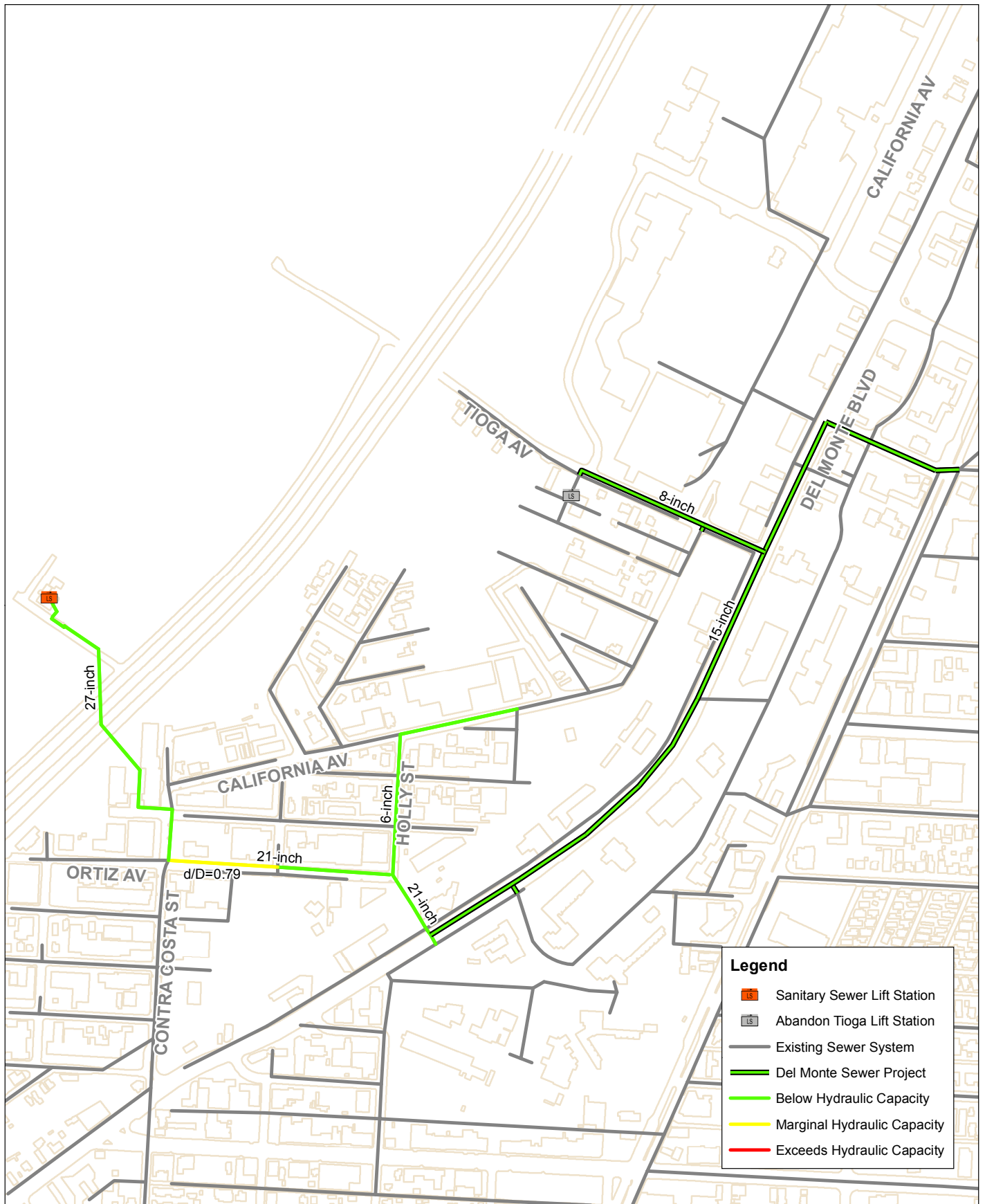
Existing Peak Hour Dry Weather Flow Conditions w/ West End Option 2

Similarly, the sewer model was evaluated to include West End Option 2, which has flow from R-1, H-1, and R-2 P1 tying in at Tioga Avenue and flow from R-2 P2 tying in at California Avenue. Under existing flows with the West End development, the same reach of 21-inch sewer main along Ortiz Avenue is just exceeding the District's standards where an upgrade is recommended, as shown in Figure 3. The 6-inch main along Holly Street is at marginal capacity because it experiences less flow from West End compared to Option 1.

Conclusion

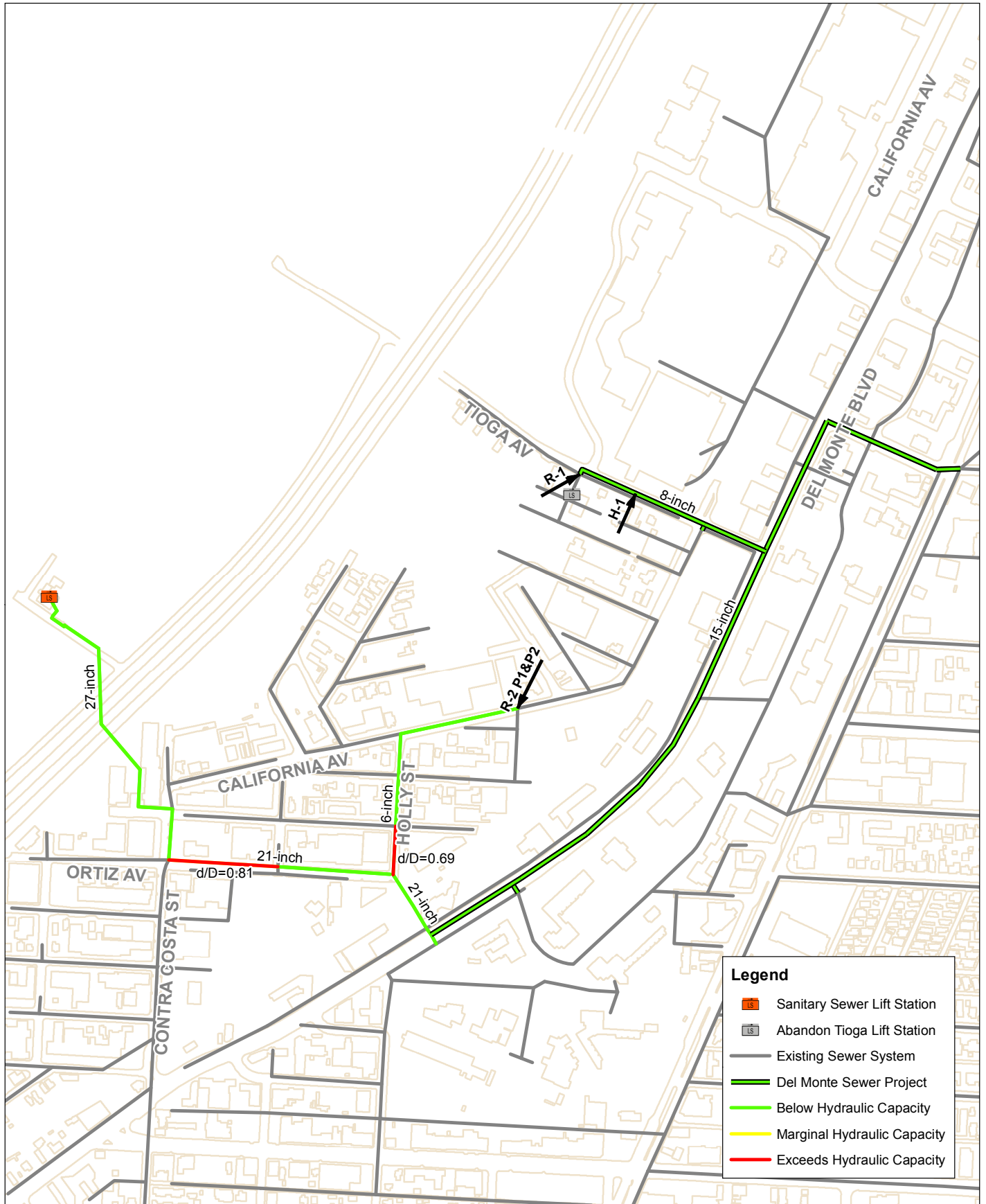
As shown in Figure 2 and 3, the West End Development does not have any impacts on proposed improvements currently in design for Tioga and Del Monte Boulevard regardless of the option chosen. The Figures also show that the 6-inch sewer mains on California Avenue and Holly Street have capacity under Option 2, but the last segment on Holly Street before reaching Ortiz exceeds capacity under Option 1.

In addition, the District should pursue the completion of Long-term CIP #2 as the West End Development would exceed the District's hydraulic capacity design standards. The West End Development's impact on CIP #2, from Holly Street to Contra Costa is 2.5% of the construction cost estimate. The engineer's estimate from the 2011 Sewer Master Plan for the reach in question is \$562,800. Using the ENR index of 8592 from the sewer master plan to current day ENR index of 11186 provides an inflation of 30% or a current day sewer cost of \$731,640, which results in a cost impact of \$18,291.



**SEASIDE COUNTY SANITATION DISTRICT
 WEST END DEVELOPMENT**
FIGURE 1: EXISTING PEAK HOUR, DRY WEATHER FLOW

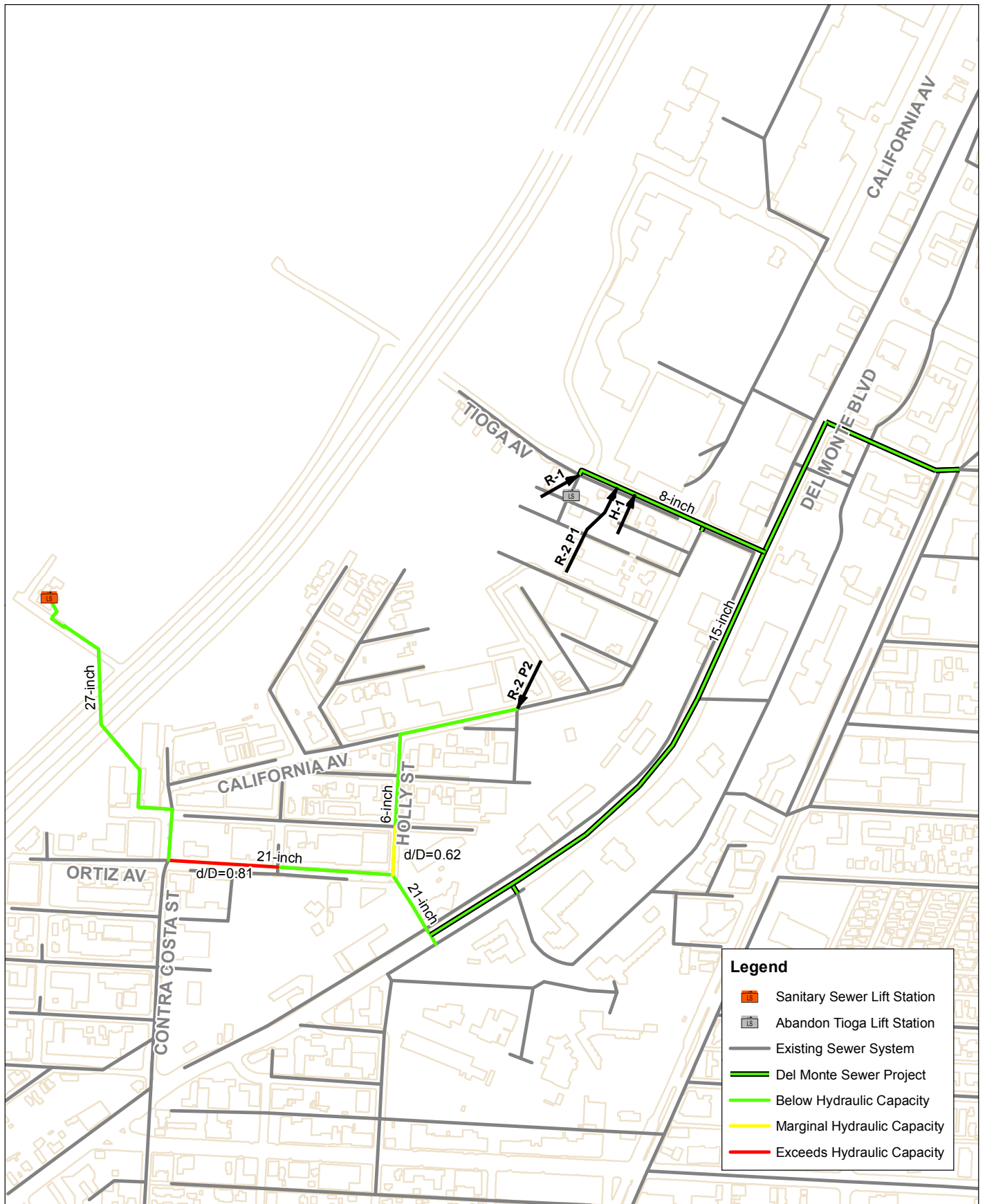




**SEASIDE COUNTY SANITATION DISTRICT
 WEST END DEVELOPMENT**
**FIGURE 2: EXISTING PEAK HOUR, DRY WEATHER FLOW
 WITH WEST END DEVELOPMENT OPTION 1**

NOTES:
 BASEMAP PROVIDED BY SCSD.
 WALLACE GROUP DID NOT
 PERFORM BOUNDARY SURVEY
 SERVICES FOR THIS MAP. NOT
 A LEGAL DOCUMENT. MAP
 PRODUCED DECEMBER 2018.





**SEASIDE COUNTY SANITATION DISTRICT
 WEST END DEVELOPMENT**
**FIGURE 3: EXISTING PEAK HOUR, DRY WEATHER FLOW
 WITH WEST END DEVELOPMENT OPTION 2**

NOTES:
 BASEMAP PROVIDED BY SCSD.
 WALLACE GROUP DID NOT
 PERFORM BOUNDARY SURVEY
 SERVICES FOR THIS MAP. NOT
 A LEGAL DOCUMENT. MAP
 PRODUCED DECEMBER 2018.



Exhibit A
WEST END
Projected Sanitary Sewer Generation

11/03/2017
Rev: 07/10/2019
Job No.: 3571.00

Type	DWELLING UNITS OR EQUIVALENT ¹	BUILDING AREA ¹ (SF)	PERSONS PER UNIT ²	DWELLING UNIT POPULATION	FLOW FACTOR (GPD/CAPITA, SF , or Hotel unit ³)	AVERAGE DRY WEATHER FLOW (ADWF) (GPD)	PEAKING FACTOR ⁷ Peak Hour Dry Weather Flow (PHDWF)	PEAK DRY WEATHER FLOW (PDWF) (GPD)	INFILTRATION AND INFLOW FACTOR (GPD) ⁸	PEAK WET WEATHER FLOW (PWWF) (GPD)	PEAK WET WEATHER FLOW (CFS)	DOWNSTREAM PIPE DIAMETER (INCHES)	DOWNSTREAM MINIMUM PIPE SLOPE ⁵	PWWF d/D ⁶
PROJECTED PROJECT FLOWS														
R1 - Residential Units														
(Level 1)		2,625			0.10	263	3.1	814	0.44	929	0.001	6	0.0050	0.003
(Level 2)		3,885			0.10	389	3.1	1,204	0.44	1,375	0.002	6	0.0050	0.004
(Level 3-7)	120		2.5	300	65	19,500	3.0	58,500	0.44	67,080	0.10	6	0.0050	0.20
Sub-Total R1 Flow								42.0		69,385	0.11			
R2 - Residential Units (P1)	136		2.5	340	65	22,100	3.0	66,300	0.44	76,024	0.118	6	0.0050	0.23
Common Areas		35,225			0.10	3,523	3.1	10,920	0.44	12,470	0.019	6	0.0050	0.04
R2 - Residential Units (P2)	95		2.5	238	65	15,438	3.0	46,313	0.44	53,105	0.082	6	0.0050	0.16
Sub-Total R2 Flow								85.8		141,599	0.22			
Hotel H1/H1A	216		1	216	100	21,600	3.1	66,960	0.44	76,464	0.12	6	0.0050	0.23
								46.5						
Hotel H2/H2A	0		1	0	100	0	3.1	0	0.44	0	0	6	0.0050	0.00
Total Projected Flow	567	-		1,094	-	82,811	-	251,185	-	287,447	0.44	6	0.0050	0.86
EXISTING PROJECT FLOWS														
Tributary to Tioga Avenue														
Existing Sewer Load ⁽⁹⁾		281,000		0	0.10	28,100	3.0	84,300	0.44	96,664	0.150	6	0.0035	0.35
Existing Parcels	6		1.5	6.3	65	585	3.0	1,755	0.44	2,012	0.003	6	0.0050	0.006
Sub-Total Existing Flow (Tioga)	-	-	1.5	-	-	28,685	-	86,055	-	98,676	0.15	6	0.0050	0.30
Tributary to California Avenue														
Existing Sewer Load ⁽⁹⁾		182,591		0	0.10	18,259	3.0	54,777	0.44	62,811	0.10	6	0.0035	0.22
Total Existing Flow		-			-	46,944	-	140,832	-	161,488	0.25	6	0.0050	0.48
Notes: 1) Unit counts and building areas are preliminary and subject to change. 2) Dwelling Unit generation factors are assumed to be 1.5 persons/unit. (Combination of Studio, 1 BR and 2 BR) 3) Hotel occupancy is assumed to be 100%. 4) Minimum pipe slopes are based on a flow full velocity of 2.0 fps. 5) Pipe "n" values are assumed to be 0.011. 6) The maximum flow to pipe ratio (d/D) is assumed to be 0.67 per SCSD Sewer Master Plan Chapter 7. 7) Peaking Factors per Seaside County Sanitation District 2011 Sewer Master Plan May 2011 (Chapter 4, Table 4-5.) 8) Infiltration and Inflow amounts for new pipe construction are assumed to be 0.44 of the Average Dry Weather Flow. 9) Existing Sewer Load based upon existing commercial land use														

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Date: August 19, 2017

SEASIDE COUNTY SANITATION DISTRICT

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

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

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

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

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

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

I. BACKGROUND

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

II. SCOPE OF WORK

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

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

The proposed scope of services may include:

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

The following documents have been completed:

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

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

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

III. FORM AND CONTENT OF PROPOSAL

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

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

Section 1: Firm Profile

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

Section 2: Project Team

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

Section 3: Relevant Project Experience

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

Section 4: References

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

Section 5: Fee Schedule (Sealed Envelope)

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

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

IV. QUESTIONS AND ADDENDA

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

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

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

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

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

V. SUBMITTAL OF PROPOSALS

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

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

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

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

VI. SELECTION PROCESS

DISTRICT staff will evaluate proposals according to the following criteria. In addition, professionals outside of the District may be invited to evaluate proposals:

1. Understanding of the Scope of Work and the District's overall objectives, and the consultant's strategy for carrying out the required work tasks to accomplish these objectives. (25 points max)
2. Past experience and performance of the Consultant's team on similar work (including individuals in the firm assigned to do the work), including cost control, quality of work, and meeting scheduled milestone dates. (25 points max)
3. Familiarity with applicable practices and procedures for the work involved. (15 points max)
4. Organization, presentation, and content of proposal. Conformance to the specified RFQ format. (15 points max)
5. Record of performance, including results of reference checks. (10 points max)
6. Ability to facilitate face to face meetings and ability to be responsive. (10 points max)

Total Possible Points: 100

Proposals will be ranked on the basis of qualifications. The District may conduct interviews with some or all of the Consultants who submit proposals, or it may make its selection based on the proposals alone. The District will make this decision after it has reviewed the proposals. If interviews are conducted, Consultants selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SCHEDULE

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

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

VIII. ACCEPTANCE OR REJECTION OF PROPOSAL

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

IX. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the DISTRICT will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the DISTRICT in substantial conformity with the selected proposal and the form of the Seaside County Sanitation District's Standard Consultant Agreement, which is contained in Attachment A.

X. INSURANCE REQUIREMENTS

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

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

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

XI. EXAMINATION OF PROPOSED MATERIAL

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

XII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of the Seaside County Sanitation District. At such time as the District Manager recommends a Consultant to the District Board all proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The DISTRICT shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the DISTRICT will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

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

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

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Seaside County Sanitation District.

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

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

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

- B. This RFQ does not commit the DISTRICT to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The DISTRICT reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the Seaside County Sanitation District;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the District.
- D. The DISTRICT reserves the right to verify any information provided during the RFQ process. The DISTRICT may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the DISTRICT unless and until it is executed by authorized representatives of the DISTRICT and of the Consultant.
- F. While it is the intent of the DISTRICT to proceed with this project, this solicitation does not obligate the DISTRICT to enter into an Agreement. The DISTRICT retains the right to cancel this RFQ at any time should the project be cancelled, the DISTRICT loses the required funding, or it is deemed in the best interest of the Seaside County Sanitation District. No obligation either expressed or implied, exists on the part of the DISTRICT to make an award or to pay any cost incurred in the preparation or submission of an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the DISTRICT may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

Attachment A – Draft Consultant Agreement