

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF MONTEREY AND THE CASTROVILLE COMMUNITY SERVICES DISTRICT FOR THE PLANNING, DESIGN AND CONSTRUCTION PHASE EFFORTS REGARDING INSTALLING THE SEWER FORCE MAIN CONDUIT RELATING TO THE MONTEREY BAY SANCTUARY SCENIC TRAIL PROJECT – MOSS LANDING SEGMENT

This Memorandum of Understanding (MOU) relating to the planning, design and construction phases regarding the installation of a Sewer Force Main Conduit involved in the Monterey Bay Sanctuary Scenic Trail Project – Moss Landing Segment is made and entered into by and between the COUNTY OF MONTEREY, hereinafter called “COUNTY” and the CASTROVILLE COMMUNITY SERVICES DISTRICT, hereinafter called “CCSD”, and each as “Party” and collectively and as the “Parties”.

RECITALS:

WHEREAS, the COUNTY is undertaking construction of the Monterey Bay Sanctuary Scenic Trail Project – Moss Landing Segment (TRAIL PROJECT); and

WHEREAS, the TRAIL PROJECT consists of constructing approximately 0.86 mile of paved bicycle-pedestrian trail, including constructing a bridge to span the Elkhorn Slough; and

WHEREAS, CCSD has an existing sewer force main conduit running under the existing Hwy 1 bridge over the Elkhorn Slough; and

WHEREAS, CCSD’s existing sewer force main line is aging and will need replacement in the near future; and

WHEREAS, affixing a replacement sewer force main conduit under the new TRAIL PROJECT bridge spanning the Elkhorn Slough (“Bridge” or “Elkhorn Slough Bridge”), concurrent with construction of the Bridge, would provide an efficient manner in which to provide a replacement sewer force main conduit; and

WHEREAS, CCSD seeks cooperation from the COUNTY to include a sewer force main conduit in that portion of the TRAIL PROJECT involving the Bridge spanning the Elkhorn Slough for CCSD’s future sewer force main conduit replacement; and

WHEREAS, CCSD’s sewer force main conduit will be constructed within the Bridge portion of the TRAIL PROJECT; and

WHEREAS the sewer force main conduit will be affixed to the Elkhorn Slough Bridge and will not create any impacts to the Elkhorn Slough beyond those that are already part of the Elkhorn Slough Bridge portion of the TRAIL PROJECT; and

WHEREAS, the COUNTY and the CCSD are interested in a partnership to design, publicly bid

and construct the sewer force main conduit portion of the Elkhorn Slough Bridge included in the TRAIL PROJECT; and

WHEREAS, the TRAIL PROJECT is part of the COUNTY's Capital Improvement Program and COUNTY has identified funds for its share of the TRAIL PROJECT; and

WHEREAS, funding for the inclusion of the sewer force main conduit into the TRAIL PROJECT is expected to be from CCSD, subject to approval by CCSD; and

WHEREAS, both Parties pledge to work together to deliver the sewer force main conduit portion of the TRAIL PROJECT to completion.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The Parties agree:

- 1.1. The TRAIL PROJECT is to include a sewer force main conduit attached to the Elkhorn Slough Bridge, for CCSD's future sewer replacement. Exhibit A (*CCSD to provide*) to this MOU which is attached and incorporated by this reference shows the expected alignment and limits of the sewer force main conduit as incorporated into the TRAIL PROJECT.
- 1.2. To collaborate on the design and construction of the sewer force main conduit.
- 1.3. The cost to modify the Bridge portion of the TRAIL PROJECT to include the sewer force main conduit will be covered by CCSD, including design, and construction costs related to the construction of the sewer force main conduit.
- 1.4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the Parties related to the TRAIL PROJECT.

2. General Principles. The Parties agree that the following General Principles will inform and guide the Memorandum of Understanding effort and act as a mandate to perform the sewer force main conduit construction specified herein:

- 2.1. Staff at each Party shall support in good faith the Memorandum of Understanding effort.
- 2.2. Funding for the inclusion of the sewer force main conduit into the TRAIL PROJECT is expected to be from CCSD, subject to approval by CCSD of the cost of construction.
- 2.3. CCSD shall not incur costs for the sewer force main conduit beyond any established funding commitments CCSD has made or agree to any contract amendments and construction change orders in excess of previously agreed contract contingency amounts CCSD has made, prior to their execution. Any increase in costs related to the sewer force main conduit shall be agreed to in advance in writing by both CCSD.

- 2.4. Upon opening the bids, if the lowest responsible bid is greater than CCSD's funding commitment for CCSD's costs associated with the design, construction, construction management, and inspection efforts related to the construction of the sewer force main conduit, the PARTIES must develop and agree in writing on a course of action with 15 working days. If no agreement is reached within 30 working days, the COUNTY shall omit the sewer force main conduit from the construction contract.

3. Responsibilities of COUNTY and CCSD are as follows:

- 3.1. COUNTY will manage the TRAIL PROJECT through the Design, Bid/Award, and Construction Phases, including inclusion of the sewer force main conduit.
- 3.2. CCSD will engage Wood Rodgers, Inc. under a contract Task Order to design the sewer force main conduit "sewer force main conduit" for the inclusion into the Bridge portion of the TRAIL PROJECT.
- 3.3. COUNTY and CCSD, if needed, will each be responsible for obtaining any additional easements or right-of-way within their respective jurisdictions necessary for the construction of sewer force main conduit within the TRAIL PROJECT.
- 3.4. COUNTY will advertise, open bids, and award the construction contract for the TRAIL PROJECT, including the sewer force main conduit.
- 3.5. COUNTY will administer the sewer force main conduit construction contract.
- 3.6. Invoices for reimbursement of that portion of the TRAIL PROJECT related to the, installation, and construction of the sewer force main conduit, shall be submitted to the CCSD on a quarterly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the CCSD, including but not limited to all time cards, invoices, and any conditional and unconditional waivers. CCSD shall have the right to review and confirm that the invoices submitted by the COUNTY for reimbursement are in conformance with the terms of this MOU. CCSD shall make payments within 45 days of receipt of complete invoices, which have been determined to conform to the terms of this MOU by CCSD.
- 3.7. COUNTY and CCSD are responsible for coordinating with other sewer force main owners within their respective jurisdiction should any utilities need to be relocated in advance of construction.
- 3.8. CCSD shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all claims or actions arising out of or related to CCSD's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of COUNTY, its officers, employees or agents.
- 3.9. COUNTY shall defend, indemnify and hold harmless CCSD, its officers, employees and agents from and against any and all claims or actions arising out of or related to COUNTY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of CCSD, its officers, employee or agents.

4. Contact Information

COUNTY OF MONTEREY

Tom Bonigut, Chief of Public Works
Public Works, Facilities, & Parks
1441 Schilling Place, Second Floor
Salinas, CA 93901
(831) 784-5647
IshiiR@co.monterey.ca.us

CASTROVILLE COMMUNITY SERVICES DISTRICT

J. Eric Tynan, General Manager
Castroville Community Services District
11499 Geil Street
Castroville, CA 95012
(831) 633-2560
eric@castrovillecsd.org

IN WITNESS WHEREOF, the County of Monterey and the Castroville Community Services District execute this Agreement:

COUNTY OF MONTEREY

Approved as to form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By _____
Randy Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities
and Parks

DocuSigned by:
Mary Grace Perry
A1933B26E747442
By _____
Mary Grace Perry
Deputy County Counsel

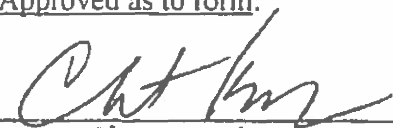
Date: _____

Date: 3/2/2022 | 5:53 PM PST

CASTROVILLE COMMUNITY SERVICES DISTRICT

Approved as to form:

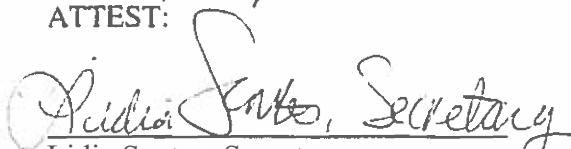
By 
J. Eric Tynan
General Manager

By: 
Name *Christine Kemp*
CCSD Counsel *NHEH*

Date: 10/21/21

Date: 10/19/21

ATTEST:


Lidia Santos, Secretary



FORCE MAIN REHABILITATION AND DISCHARGE REPLACEMENT
 1" = 100' R.

DEMOLITION NOTES

- ① ABANDON 4" DI FORCE MAIN IN PLACE. FILL WITH CELLULAR CONCRETE.

CONSTRUCTION NOTES

- ② INSTALL CIPP LINER IN EXISTING 4" DI FORCE MAIN.
- ③ CONSTRUCT 4" DI FORCE MAIN.
- ④ RECONNECT FORCE MAIN TO LIFT STATION VALVE VAULT.
- ⑤ CONNECT TO EXISTING FORCE MAIN.
- ⑥ REMOVE AND REPLACE FORCE MAIN DISCHARGE MANHOLE PER SHEET C-7.

MATCHLINE - STA 28+00
SEE BELOW



FORCE MAIN REPLACEMENT AND REHABILITATION
 1" = 100' R.

SEE ABOVE
MATCHLINE - STA 28+00

EXHIBIT A

**** 10% PLANS - NOT FOR CONSTRUCTION ****

REV	DATE	BY	DESCRIPTION

MNS ENGINEERS INC
 ENGINEERING | SURVEYING
 CONSTRUCTION MANAGEMENT

811 El Capitan Way, Suite 130
 San Luis Obispo, CA 93401
 Phone: 805-787-0326
 www.mnsengineers.com

DESIGNED:
NEP

DRAWN:
JAD/SPP

CHECKED:
TNH

NICHOLAS E. PANOFSKY
 LEAD ENGINEER
 R.C.E. 75006 EXP. 12/31/2021

DATE



0 1/2 1 2

THIS BAR IS 2 INCHES AT FULL SCALE. IF NOT 2 INCHES, THEN SCALE ACCORDINGLY.

SCALE:
AS NOTED

**MOSS LANDING WASTEWATER
 SYSTEM REHABILITATION PROJECT**
 CASTROVILLE COMMUNITY SERVICES DISTRICT

**LIFT STATION NO. 2 FORCE MAIN
 REPLACEMENT AND REHABILITATION**

PROJECT NUMBER
DICVL.200738.02

DRAWING NUMBER
C-6

SHEET NUMBER
8 OF 10

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