



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

CONCURRENT MEETING
HYBRID (IN PERSON & VIRTUAL)
440 HARCOURT AVENUE
Thursday, August 19, 2021
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION.

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice. This meeting will be held in a hybrid format providing a physical location at 440 Harcourt Avenue, Council Chamber, Seaside, CA 93955.

DETAILS FOR PUBLIC PARTICIPATION IN THIS COUNCIL MEETING:

IN PERSON PARTICIPATION: Protective face coverings required at all times, including when speaking.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)". Written comments must be received by 4:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration and compiled as part of the record.
- During the Meeting via Oral Comments: When the Mayor calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Clerk will call speaker names and unmute speaker microphones (on the phone, press *6). You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. ***Please note, written comments will not be read but will be included in the final record.***

VIRTUAL MEETING ACCESS

This meeting can be watched via the City of Seaside You Tube channel

https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Or by joining the Zoom webinar link <https://us02web.zoom.us/j/81936832059>

Or call in phone number: 669-900-9128

Webinar ID: 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice-Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. 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).

5. PUBLIC COMMENT

Members of the public wishing to address the Board on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. INTRODUCTION OF NEW CITY STAFF TEAM MEMBERS

Kee Hyon Higgins, Recreation Supervisor
Molly Fittro, Recreation Supervisory
Trevin Barber, Assistant to the City Manager/Economic Development Director
Amanda Rotella, Assistant City Manager/Community Development Director
Ernesto Altamirano, Communications & Community Engagement Specialist
Ashley Collick, Assistant City Manager

7. PRESENTATIONS

A. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

B. CALIFORNIA STATE UNIVERSITY MONTEREY BAY UPDATE (NICOLE HOLLINGSWORTH, DIRECTOR OF GOVERNMENTAL AFFAIRS & EXTERNAL

RELATIONS)

C. HOME MATCH, MONTEREY PROGRAM OVERVIEW (ALYSSA KROEGER, PROGRAM DIRECTOR)

D. PROCLAMATION PRESENTATION (CITY EXECUTIVE MANAGEMENT TEAM)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 5, 2021

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 17, 2021 through July 30, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,081,309.78.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 17, 2021 through July 30, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$285.65.

D. APPROVE APPOINTMENTS TO COMMISSIONS

RECOMMENDATION: Approve appointment to Commissions as recommended by the City Council subcommittee.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM OPERATION SECOND CHOICE, INC

RECOMMENDATION: Approve a Three Thousand Dollar (\$3,000.00) request from Operation Second Choice, Inc. for a donation from the Mayor's Youth Fund to help cover the cost of their youth activities, materials and trips.

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$62,669.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO DON

CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$112,160.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING 12% CONTINGENCY FOR \$125,619.00.

RECOMMENDATION: Adopt a resolution (Attachment 1) approving the plans and specifications (Attachments 3 and 4) for the Highland Otis Park Improvements Project; appropriating \$62,669.00 from the General Fund to the project budget; awarding a construction contract (Attachment 2) to The Don Chapin Company Inc. for an amount not to exceed \$112,160.00; establishing a 12% construction contingency for a total project construction amount not to exceed \$125,619.00; and authorizing the City Manager to execute the contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

G. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HIGHLAND OTIS PARK IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$25,500.00

RECOMMENDATION: Adopt a resolution (Attachment 1) authorizing an amendment (Attachment 2) to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Highland Otis Park Improvements Project for an amount not to exceed \$25,500.00.

H. ADOPT A RESOLUTION TO APPROPRIATE \$40,000.00 FROM FUND BALANCE (FUND 100) AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY & ASSOCIATES TO ASSIST WITH THE PREPARATION OF THE APPLICATION FOR MARINA COAST WATER DISTRICT'S LOCAL AGENCY FORMATION COMMISSION SERVICE AREA ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT FOR THE CAMPUS TOWN DEVELOPMENT IN THE AMOUNT NOT TO EXCEED \$40,000.00.

RECOMMENDATION: Adopt a resolution appropriating \$40,000.00 and authorize the City Manager to execute a professional services agreement with Denise Duffy & Associates for \$40,000.00.

I. ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH MICHAEL A. HOULEMARD, JR. TO PROVIDE STRATEGIC PLANNING SERVICES ON THE FORMER FORT ORD

RECOMMENDATION: Adopt resolution authorizing the City Attorney to sign the Professional Services Agreement with Michael A. Houlemard, Jr. for strategic planning services on the former Fort Ord.

J. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM HILLSDALE STREET TO DEL MONTE BOULEVARD FOR THE GOLD COAST RODS SHOWS ON AUGUST 27, 2021, SEPTEMBER 24, 2021 AND OCTOBER 29, 2021.

RECOMMENDATION: Adopt a resolution permitting the closure of Broadway Avenue to through traffic from Hillsdale Street to Del Monte Boulevard for the Gold Coast Rods Car Show on August 27, 2021, September 24, 2021 and October 29, 2021.

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 10.24.010, 10.24.020, AND 10.24.040 RELATING TO THE ADOPTION OF A TRAFFIC SURVEY (FIRST READING-ROLL CALL VOTE)

RECOMMENDATION: Introduce first reading of an Ordinance amending the Seaside Municipal Code Sections 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of the Engineering and Traffic Survey modifying the speed limits and conduct a public hearing.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR OFFICE SPACE

RECOMMENDATION: Authorize the City Manager to execute a lease with Community Partnership for Youth (CPY), subject to review and final approval of the City Attorney.

B. REVIEW AND DISCUSS DRAFT REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CITY MANAGER RECRUITMENT

RECOMMENDATION: Review and discuss the draft Request for Statement of Qualifications, including the public input process and timeline.

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR MEETING

B. NEW COUNCILMEMBER REQUESTS

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, and report on committee assignments.

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comment on these items are taken after the reading of the items by the City Attorney. For the public record, please state your name.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9:

Regarding potential litigation (two cases)

B. CONFERENCE WITH LEGAL COUNSEL - PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: People v. Arzadon, et al. Monterey County Superior Court
20CV003118

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: Committee for Sound Water and Land Development of Fort Ord v. Seaside, etal. Sixth District Court of Appeal H049031

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: Dow v. City of Seaside, Monterey County Superior Court 21CV001808

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

Property: Broadway and Del Monte:1590 Del Monte and 490 Broadway Ave (APNs: 011-302-002 and 011-302-014)

City Negotiators: City Manager and City Attorney

Under Negotiation: price, terms of payment or both

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

Property: Purchase of 450 acre feet of water

City Negotiators: City Manager and City Attorney
Negotiating Parties: City of Seaside and Marina Coast Water District
Under Negotiation: price, terms of payment or both

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

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955
Agency Negotiators: City Manager and City Attorney
Negotiating Parties: City of Seaside and Seaside Resort Development (SRD), et. al.
Under Negotiation: Price, Terms of Payment, or both

H. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE:

Title: City Manager, Exit Interview

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 2, 2021
5:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, August 5, 2021
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for the invocation. The pledge was led by Councilmember Campbell.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

None

6. PUBLIC AGENCY COMMUNICATIONS

Seaside Recreation Director Dan Meewis announced the "Laguna Grande Park Site Walk" on August 14, 2021 from 10:00 a.m. – 12:00 p.m. An event to discuss maintenance of trails and vegetation.

A. RECOGNIZING FIRE CAPTAIN CHRISTOPHER SCHNUTE AS FIREFIGHTER OF THE YEAR

Fire Chief Mary Gutierrez recognize Captain Christopher Schnute as firefighter of the year and Mayor Oglesby presented the honoree with a certificate. Captain Schnute provided comments to the Council and public.

B. RECOGNIZING POLICE OFFICER JOHN CRIVELLO AS POLICE OFFICER OF THE YEAR

Police Chief Abdul Pridgen recognized Detective John Crivello as Police Officer of the Year and Mayor Oglesby presented the honoree with a certificate. Detective Crivello provided comments to the Council and public.

Mayor Oglesby recognized Chief Abdul Pridgen for his service to the City and the community during his tenure with the City from 2018 – August 2021. Chief Pridgen provided comments and thanked the City and community for the opportunity to serve.

7. PRESENTATIONS

A. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

Chief Gutierrez provided an update on the vaccination efforts within the City and responded to questions and concerns from the Council.

8. CONSENT AGENDA

Mayor Oglesby read the consent agenda items and asked if there were any request to pull items. Councilmember Campbell requested to pull items 8A and 8B; Sarah Haller requested to pull items 8C and 8M.

On motion by Council/Agency member and second by Mayor Pro Tem/Vice-Chair Pacheco and carried by the following roll call vote, the City Council/Successor moved to approve the Consent Agenda except for items 8A, B, C and M.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JULY 15, 2021

Councilmember Campbell asked for a correction to the minutes to clarify that his request at the June 15 meeting reflect a request to support a moratorium on new deep aquifer pumping in the 180/400-foot sub basin.

There were no comments from the public on this item.

On motion by Council/Agency member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve Consent Agenda items 8A and 8B with corrections as stated.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: Approved

B. APPROVE MINUTES FROM JULY 29, 2021 SPECIAL MEETING

Councilmember Campbell asked for a correction to the minutes to reflect that the plastics ordinance would go into effect on March 1, 2022.

There were no comments from the public on this item.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve Consent Agenda items 8A and 8B with corrections as stated.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: Approved

C. APPROVE AND FILE CITY CHECKS

Sarah Haller requested more information about the line item for Silver & Wright for legal services for a case regarding a house on Mescal Court for \$10,000. City Attorney Sheri Damon responded and stated the contract legal services were utilized for the specific nature and intricacies of the case that required the expertise the firm offered.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency member Campbell and carried by the following roll call vote, the City Council/Successor Agency moved to approve and file City checks.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: Approved & Filed

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: Approved & Filed

- E. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2021.**

ACTION: Approved & Filed

- F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2021 SEASON**

ACTION: Approved

- G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST RETROACTIVELY FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR 2020 SEASON**

ACTION: Approved

- H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS (SOCCER) CLUB**

ACTION: Approved

- I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BLADE RUNNERS BASKETBALL TEAM**

ACTION: Approved

- J. PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE**

ACTION: Approved

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR PHASE 1 OF THE CAMPUS TOWN DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$198,690.00.**

ACTION: Approved Reso #21-64

- L. RESOLUTION DESIGNATING THE CITY OF SEASIDE'S AGENT TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND/OR THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

ACTION: Approved Reso #21-65

- M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KOFF & ASSOCIATES FOR RECRUITMENT**

SERVICES FOR AN AMOUNT NOT TO EXCEED \$60,000.00

Sarah Haller requested clarification regarding the recruitment services contract with Koff & Associates. Human Resources Director/Risk Manager Roberta Greathouse responded and confirmed that the contract was not for the recruitment of the City Manager position.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency member Campbell and carried by the following roll call vote, the City Council/Successor Agency moved to approve the resolution authorizing the City Manager to enter into a contract with Koff & Associates for recruitment services not to exceed \$60,000.00.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Approved Reso #21-66

N. APPROVE EXECUTIVE AGREEMENT WITH ROBERTA GREATHOUSE TO BECOME ACTING CITY MANAGER

ACTION: Approved Reso #21-67

9. PUBLIC HEARING

A. SECOND READING OF THE FOLLOWING THREE ORDINANCES TO MODIFY THE SEASIDE MUNICIPAL CODE TO ADDRESS PLASTIC POLLUTION AND WASTE REDUCTION IN THE CITY OF SEASIDE (SECOND READING – ROLL CALL VOTE)

1. AMEND SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.60 IN ITS ENTIRETY TO ESTABLISH UPDATED REGULATIONS LIMITING SINGLE USE PLASTICS IN THE CITY; AND
2. AMEND SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.62 TO ESTABLISH UPDATED REGULATIONS FOR CONSISTENCY WITH THE ASSOCIATED AMENDMENTS OF 8.60; AND
3. AMEND SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.28 TO ESTABLISH UPDATED REGULATIONS FOR CONTINUED COMPLIANCE WITH THE STATE WATER RESOURCES CONTROL BOARD'S TRASH PROVISIONS.

Senior Planner Beth Rocha reviewed the first vote and action taken by the Council at

its July 29 meeting and also responded to questions from the Council.

Mayor/Chair Oglesby opened public comment. There were no comment from the public initially and public comment was closed. Mayor/Chair Oglesby took privilege to reopen public comment to accommodate a Zoom participant.

PUBLIC COMMENT: Eloise Shim

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco the City Council/Successor Agency moved to pass to print the three ordinance to modify the Seaside Municipal Code to address plastic pollution and waste reduction in the City of Seaside.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Ord. #2007

10. BUSINESS ITEMS

A. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR CAMPUS TOWN SPECIFIC PLAN AREA IMPROVEMENTS

City Attorney Sheri Damon presented the item and responded to questions from the Council.

There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote the City Council/Successor Agency moved to approve the resolution authorizing the City Manager to enter into a reimbursement agreement with KB Bakewell Seaside Venture II for Campus Town specific plan area improvements.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Approved Reso #21-68

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR CITY COUNCIL MEETING

None

B. NEW COUNCIL MEMBER REQUESTS

Councilmember Campbell requested that an item be added to the closed session for the August 19 meeting to hold an exit interview with City Manager Malin.

Councilmember Wizard asked that a presentation from Home Match, Monterey be added to the next agenda.

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

Reports were provided by Councilmembers Wizard and Campbell, Mayor Pro Tem Pacheco, Mayor Oglesby and City Attorney Sheri Damon.

13. CLOSED SESSION

City Attorney Damon read the closed session items and indicated that Closed Session item 13A was no longer due to approval of Consent Agenda item 8N.

Mayor Oglesby opened public comment. There were no comments from the public.

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957 POSITION TO BE FILLED CITY MANAGER

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (TWO MATTERS)

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9- EXISTING LITIGATION: MONTEREY COUNTY SUPERIOR COURT CASE 20CV003118, PEOPLE V. ARZADON, ETAL.

Upon return from Closed Session, the City Attorney had no action to report.

14. ADJOURNMENT

With no further business, the meeting adjourned in the honor and memory of Richard Leo Avila (1934-2021).

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 19, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 17, 2021 through July 30, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,081,309.78.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$561,478.94 for Payroll and benefits
- \$60,866.00 to Boys & Girls Club of Monterey County for CDBG Q4 FY 2020-21 - Gym/Kitchen Club Improvements
- \$27,409.05 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 5/21/2021-6/23/2021. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city

affordable housing.

- \$33,390.00 to Community Human Services for Funding for Casa De Noche Buena Emergency shelter for single women and families with children located in Seaside for FY 21/22.
- \$31,446.35 to Community Human Services for FY 20/21 Genesis House Improvements for Minor electrical repairs during 3/25/2021, 4/23/2021, & 6/30/2021 and Structure repairs in 4/7/2021 & 4/30/2021.
- \$180,957.00 to County of Monterey for Q1 invoice for FY 2020/21 for service costs for City of Seaside 9-1-1 dispatch services and NGEN Operations & Maintenance.
- \$37,663.18 to Meals on Wheels for CDGB - Expenses for delivered meals during May & June 2021.
- \$16,230.06 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of May 2021 for the 13 Seaside motels/hotels.
- \$24,790.27 to Monterey County Sheriff - Coroner for Criminal Justice Information System for the quarter ending 6/30/2021.
- \$42,786.00 to Monterey Peninsula Unified for Monterey Adult School Portable Rehab, operating expenses for 4th quarter, FY 2020/21 (Structure).
- \$17,418.43 to Monterey Peninsula Unified for Monterey Adult School - Outdoor Classroom/Garden, operating expenses for 4th quarter FY 2020/21 (Site Preparations).
- \$47,307.95 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 5/7/2021-6/24/2021.
- \$46,652.87 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 5/22/2021 - 6/22/2021.
- \$38,453.75 to Harris & Associates for Fort Ord demolition services for the period 5/30/2021-6/30/2021 & 7/1/2021-7/3/2021.
- \$52,982.31 to Tyler Technologies for Annual maintenance fee for In-Code software from 7/1/2021 - 6/30/2022.
- \$21,180.08 to Dukes Root Control, Inc. for 12,314 feet of 6" pipe for sewer root control.
- \$39,129.75 to Tracnet for Annual maintenance fee for software from 7/1/2021 - 6/30/2022.
- \$36,029.00 to Food Bank for Monterey County for CDBG - May 2021 Emergency Covid 19 Food Assistance.
- \$13,622.11 to Sturdy Oil Company for Ethanol/Diesel fuel delivered 6/2/2021 & 6/15/2021.
- \$12,630.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 6/28/2021-7/3/2021.
- \$27,042.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 6/28/2021-7/4/2021 & 7/5/2021-7/9/2021.
- \$14,424.50 to Amy Oppenheimer for Workplace investigation services during April & June 2021.
- \$14,974.00 to Westcliffe Engineers for ESCA - Fort Ord Support Services website

- upgrades and website hosting.
- \$12,400.00 to Mangold Property Management for United Way rental assistance for one tenant for 8 months through 9/30/2021.
 - \$11,368.85 to Silver & Wright, LLC for Legal services for 1495 Ancon St., 1.6 hours.
 - \$103,524.07 to Department of Toxic Substances Control for ESCA - Fort Ord Regulatory oversight services.
 - \$33,860.00 to Central Coast VNA & Hospice, Inc. for CDBG - Covid 19 Pop-up testing clinics during May & June 2021.

The remaining checks, totaling \$521,293.26 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 19, 2021

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 17, 2021 through July 30, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$285.65.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- No checks exceeded \$10,000.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dominique Davis, City Clerk

DATE: August 19, 2021

SUBJECT: APPROVE APPOINTMENTS TO COMMISSIONS

RECOMMENDATION

Approve appointment to Commissions as recommended by the City Council subcommittee.

BACKGROUND

The City Council appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

A City Council subcommittee makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons that regularly attend meetings and provide technical support.

The City Council subcommittee, comprised of the Mayor and Mayor Pro Tem have made the following recommendation for appointment:

APPLICANT

Kenneth Murray

ADVISORY BODY

Homeless Commission

FISCAL IMPACT

None.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 19, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM OPERATION SECOND CHOICE, INC**

RECOMMENDATION

Approve a Three Thousand Dollar (\$3,000.00) request from Operation Second Choice, Inc. for a donation from the Mayor's Youth Fund to help cover the cost of their youth activities, materials and trips.

BACKGROUND

Operation Second Choice is a counseling and mentor service/program for the youth in the community. The mentor goes to different schools in the community to provide this service. Operation Second Choice is requesting funds to help cover the cost of their youth activities and trips. The activities/trips include; the Monterey Bay Aquarium, Waste Management Center, athletic games, art museum, etc. The program will continue education on the benefits of recycling and other educational skills geared toward the improvement and preservation of the environment and our community.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Operation Second Choice, Inc. received their last donation at the July 16, 2020 City Council meeting. They submitted their 2020 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. donations to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$54,100.73. If the City Council approves this request, the balance will drop down to

\$51,100.73.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council Meeting.

ATTACHMENTS

1. MYF Operation Second Choice_2021.doc
 2. Operation Second Choice W9 - 2021
 3. Mayors Youth Fund Closing Report 2020
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: O.S.C. Operation Second Choice (ASP)
Name of Applicant: Rev. H H Lusk
Address: 390 Elm Ave City: Seaside State: CA
Phone: (831) 915-6002 Email: pastalusk3bmbc@yahoo.com
Number of Participants: 15-20 Seaside Residents / Students: 100 % Ages: 6-18

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☒ Scholastic ☒ Athletic ☐ Music ☒ Environmental ☒ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, _____

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

Scholastic: Students will learn Fine motor Skills
Social and emotional Skills Language and development
Self awareness and esteem. Communication skills

Description of how funds will be specifically used for youth groups, activities and events, and/or has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

Funds will be used for materials
needed. As well as tips that are taken
and food will be provided for them.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? I have received
private gifts by community members.

Total Amount Requested: (See contribution limits) \$ 3000

Applicant Signature: _____

[Handwritten Signature]

Date: 8/1/21

Page 3 of 4



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: Operation Second Choice
Name of Applicant: Rev. H H WSK
Address: _____ City: _____ State: _____
Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____ Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Operation Second Choice	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	2 Business name/disregarded entity name, if different from above OSC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ 701 (C) 3		
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 276		Requester's name and address (optional)
	6 City, state, and ZIP code Seaside CA 93955		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

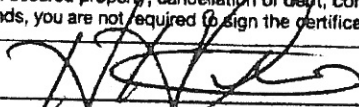
Social security number	
OR	
Employer identification number	
77	0417165

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **7/12/21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: July 16, 2020

Name of Organization: Operation Second Choice

Contact: Rev. Harold H Lusk

Address: 390 Elm Street

Email/Phone: pastorlusk3bmb@yahoo.com

Amount of Donation Received: \$ 3000

What Items were purchased with Mayor's Youth Fund Donation:

School supplies, Lushes. During the Covid 19 pandemic, the funds were used to meet all needs of our community.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

We went to the Beach and recycle plant on Aug 10. Tins and clothes have been a task due to the close wear wear. But we went to B-Ball games with the police and to gym.

Signature: [Signature]

Date: December 12th 2020

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: August 19, 2021

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$62,669.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$112,160.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING 12% CONTINGENCY FOR \$125,619.00.

RECOMMENDATION

Adopt a resolution (Attachment 1) approving the plans and specifications (Attachments 3 and 4) for the Highland Otis Park Improvements Project; appropriating \$62,669.00 from the General Fund to the project budget; awarding a construction contract (Attachment 2) to The Don Chapin Company Inc. for an amount not to exceed \$112,160.00; establishing a 12% construction contingency for a total project construction amount not to exceed \$125,619.00; and authorizing the City Manager to execute the contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

Highland Otis Park is located at the corner of Mendocino Street and Mingo Avenue. The proposed improvements include the removal of the existing dry stack keystone wall, demolition of the curb, gutter and sidewalk, clearing and grubbing, and excavation of sand for the play area. The project will also provide and install new play equipment and wood fiber play area, and site furnishings, and construct new walkway, curbs, driveway with an ADA parking stall, and Trex boardwalk.

The Project was released for construction bids on July 15, 2021, and bids were opened on August 9, 2021. Bids were received from the following contractors.

Contractors	Bid
Monterey Peninsula Engineering	\$114,662.00
Avila Construction Company Inc.	non-responsive
The Don Chapin Company, Inc.	\$112,160.00

Based upon an evaluation of bid documents received, the Don Chapin Company, was the lowest responsive and responsible bidder, with a bid of \$112,160.00. Avila Construction did not submit a bid with their bidding documents and is therefore deemed non-responsive. The Don Chapin Company has satisfactorily constructed similar work projects to the Highland Otis Project for the City. Staff recommends a contract agreement for this project be awarded to The Don Chapin Company.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing park and involves negligible or no expansion of use.

FISCAL IMPACT

The construction agreement with The Don Chapin Company is a not to exceed amount of \$112,160. An agreement contingency of 12%, or \$13,459.20, is appropriate for a project of this work.

The adopted fiscal year 2021/2022 budget for the Highland Otis Park Improvements Project is \$114,000.00 (Account No. 342-8910-9544). The project requires construction management, inspection services, and design support during construction. Based upon the additional services necessary for the project and the construction contingencies, \$62,669.00 from the General Fund is needed to complete the project, resulting in a revised project budget of \$176,669.00.

Based on the lowest responsive bid, Staff recommends awarding a construction agreement to The Don Chapin Company Inc. for an amount not to exceed \$112,160.00; establishing a 12% construction contingency for a total project construction amount not to exceed \$125,619.00; authorizing the City Manager to execute the contract, and approved any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project

construction amount, and appropriating \$62,669.00 from the General Fund and amending the fiscal year 2021/22 budget for Highland Otis Park Improvements Project.

ATTACHMENTS

1. Resolution
 2. Draft Construction Contract
 3. Specifications
 4. Plans
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$62,669 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO THE DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$112,160 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 12% CONTINGENCY, OF \$ 125,619.

WHEREAS, the Highland Otis Park Improvements project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2021-2022 annual budget; and

WHEREAS, Whitson Engineers completed design of the project in December 2020; and

WHEREAS, the proposed improvements include the removal of existing dry stack keystone wall, demolition of curb, gutter and sidewalk, clearing and grubbing, and excavation of sand for play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of driveway with an ADA parking stall, and construction of Trex boardwalk; and

WHEREAS, on July 15, 2021 the project was released for construction bids, and on August 9, 2021 three bids were received; and

WHEREAS, The Don Chapin Company was determined to be the lowest responsive and responsible bidder in the amount of \$112,160; and

WHEREAS, a 12% construction contingency is appropriate for this project; and

WHEREAS, The Don Chapin Company has successfully completed similar park projects for the City; and

WHEREAS, the City has determined that the project budget (Account No.342-8920-9544), including construction contingency, construction management and inspection services and design support during construction, is \$176,669 requiring an additional \$62,669 to complete the project; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request; and

WHEREAS, the project is categorical exempt per Article 19, section 15301 of CEQA since the project is to repair existing playground, and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Highland Otis Park Improvements Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2021/2022 budget appropriation in the amount of \$62,669 from the General Fund to the Highland Otis Park Improvements Project (342-8910-9544), such that the revised Project budget is \$176,669, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the City of Seaside City Council authorizes the City Manager to execute a construction contract with The Don Chapin Company, Inc. for an amount not to exceed \$112,160.00;

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 12% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$125,619.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of August, 2021 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, **2021**, by and between **The Don Chapin Co. Inc.** whose place of business is located at **560 Crazy Horse Canyon Road, Salinas CA 93907** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the **19th day of August, 2021** awarded to Contractor the following Contract:

CONTRACT NUMBER
342-8910-9544

Highland Otis Park Improvements
located at
Mendocino Street at Mingo Avenue, Seaside, California, 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

5.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

5.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum One Hundred Twelve Thousand One Hundred Sixty Dollars (\$112,160) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

5.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

5.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **30 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

5.01 Owner's Project Manager

- A. Owner has designated **Rick Riedl of the Wallace Group** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.1 Architect/Engineer

- A. **Whitson Engineers** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 3132	Geotechnical & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
Document 01 7123	General Requirement – Field Engineering
Document 11 6816 through 32 1313	Technical Requirements

- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or

imposed by the Contract Documents or applicable law.

- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR

The Don Chapin Co. Inc.

OWNER

The City of Seaside

By: _____
(Signature)

By: _____
Craig Malin, City Manager

(Print Name)

Attest:

Its: _____
Title (If Corporation: Chairman,
President or Vice President)

Dominique L. Davis City Clerk

END OF DOCUMENT



Highland Otis Park Improvements

ADDENDUM No. 2

August 4, 2021

This addendum is being issued for revisions to the Contract Specifications for the Highland Otis Park Improvements project.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

AMENDMENTS

1. **REMOVE & REPLACE:** Revised Page 00 00 4513-3 dated August 4, 2021 attached hereto.
-

The bid opening date and time are **changed** from that indicated in the Notice Inviting Bids as follows:

Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 PM on Monday August 9, 2021.**

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 1 of Document 00 4113, "Bid Form."

This letter has been sent to all known plan holders. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Rick Riedl at RickR@WallaceGroup.us or (831) 392-5661.

If you are a bidder for this project, please send your name, phone number, fax number and Email address to lllantero@ci.seaside.ca.us or (831) 899-6832.

Sincerely,

ACKNOWLEDGED:

Nisha Patel, PE
Public Works Director / City Engineer

Name and Title of Bidder's Representative

Bidder: _____

August 4, 2021

ATTACHMENT "A" – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

Department of Industrial Relations (DIR) Registration No.: _____

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ___ No ___
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes ___ No ___
3. Has Bidder's License been revoked at any time in the last five years? Yes ___ No ___
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___

Bidder may be disqualified if any answer to questions 1 or 2 is No.

Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.



Highland Otis Park Improvements

ADDENDUM No. 1

July 29, 2021

This addendum is being issued for revisions to the Contract Specifications for the Highland Otis Park Improvements project.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

AMENDMENTS

1. **REMOVE & REPLACE:** Remove Page 00 2113-2 from the Specifications and replace with revised Page 00 2113-2 dated July 29, 2021 attached hereto.
-

CLARIFICATIONS

- 1 **Construction Cost Estimate:** The Engineer's Estimate will not be provided.
- 2 **ADA Companion Seat:** The "ADA Companion Seat" shown on Sheet C1.1 of the Plans is not in the contract (NIC).
- 3 **Basis of Award:** The bidding documents (Document 00 1113, "Notice Inviting Bids," & Document 00 4113, "Bid Form") do not include any bid alternates. The apparent low bidder will be determined in accordance the Instructions to Bidders (Document 00 2113) and the total of all bid items in the Bid Form (Document 00 4113).
- 4 **Insurance:** Insurance requirements are found in Document 00 7316. The minimum insurance requirements can be achieved through an umbrella policy.
- 5 **Audited Financial Statements:** Document 00 4513, Statement of Qualifications for Construction Work, Attachment A, Part A, Item 6 requests Bidders submit audited financial statements. Financial statements are considered confidential documents and shall not be published into the public record.
- 6 **Minimum Bidder Qualifications:** Paragraph 1.01.B states "This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least three (3) park improvement or ADA accessibility projects *over the last five (5) years.*" Paragraph 1.01.C states "Where Item C states " Bidders must demonstrate successful experience with type of work of this Project, to include, within *the past year*, completed one (1) park improvement project of a similar nature and complexity ..." Where Paragraph 1.01.C states "... park Improvement project of similar nature ..." means a project similar to the Highland Otis Improvements project.

Highland Otis Park Improvements

ADDENDUM No. 1

July 29, 2021

The bid opening date and time are **changed** from that indicated in the Notice Inviting Bids as follows:

Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 PM on Monday August 9, 2021**.

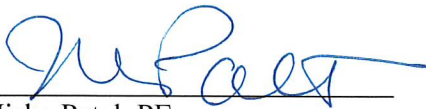
If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 1 of Document 00 4113, "Bid Form."

This letter has been sent to all known plan holders. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Rick Riedl at RickR@WallaceGroup.us or (831) 392-5661.

If you are a bidder for this project, please send your name, phone number, fax number and Email address to lllantero@ci.seaside.ca.us or (831) 899-6832.

Sincerely,

ACKNOWLEDGED:



Nisha Patel, PE
Public Works Director / City Engineer

Name and Title of Bidder's Representative

Bidder: _____

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "Bid for Construction – Highland Otis Park Improvements - <<Bidder Name>> ".

2.03 Required Contents of Bid Submittals

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. ~~The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.~~
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

July 2021

DOCUMENT 00 0101

PROJECT MANUAL

for

HIGHLAND OTIS PARK IMPROVEMENTS

located at

MENDOCINO STREET AT MINGO AVENUE, SEASIDE, CA

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Approved by: Nisha Patel, P.E.
City Engineer / Public Works Director

Recommended by: Leslie Llantero
Assistant Engineer

Advertisement Date: Thursday July 15, 2021

Bid Date: Thursday, August 5, 2021

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DOCUMENT 00 0110

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00	4519	Non-Collusion Affidavit
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LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Highland Otis Improvements – Dated 12/30/2020

END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 PM on Thursday August 5, 2021** for the following public work:

**CITY OF SEASIDE
HIGHLAND OTIS PARK IMPROVEMENTS**

located at

MENDOCINO STREET AT MINGO AVENUE, SEASIDE, CA

- 1.02 Project Description:** This project includes the removal of existing drystack keystone wall, demolition of curb gutter and sidewalk, clearing and grubbing, and excavation of sand for play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of driveway and ADA parking stall, and construction of Trex boardwalk.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on Wednesday July 28, 2021 at 9:00 AM on site at Highland Otis Park at the corner of Mendocino St. and Mingo Ave.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California Class A General Engineering Contractors License or a Class B General Building Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Base contract bid only.

- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.
- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Pre-Bid Conference and Site Visit

- A. Owner will conduct optional Pre-Bid Site Visit at the dates, times and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

1.03 Registration

- A. Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.04 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing no later than the 10th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the 5th day preceding the date set for the receipt of Bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted to the City's website. It is the Contractors responsibility to check the City's website for Addendums. Owner may not answer questions received less than ten Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.05 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "Bid for Construction – Highland Otis Park Improvements - <<Bidder Name>> ".

2.03 Required Contents of Bid Submittals

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidders' Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
- B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner at its sole discretion to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to City Clerk's Office, 440 Harcourt Avenue Seaside, CA 93955, before **3:30 P.M.** of the fifth Business Day following opening of the Bidders' envelopes.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other party will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 20th Calendar Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit two originals, each bearing an original signature and initials on each page.
- B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit one original.
- C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit one original.
- D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
- E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety(90) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Bonds:

- A. The successful Bidder shall furnish to the Owner a Performance Bond ensuring the performance of the Work in accordance with the Contract Documents and a Payment Bond ensuring the payment of all obligations arising from the Work. Sureties and Bonds shall comply with the requirements in the General Conditions and Supplementary Conditions. Bonds shall be delivered to the Owner at the time and place the Contract Agreement is executed unless otherwise provided in the Contract Documents or otherwise approved in writing by the Owner. Bonds shall conform exactly to the forms included in Section 00 6113.13 and 00 6113.16 of the Contract Documents.
- B. Failure to execute the bonds within the time specified shall allow the Owner to consider that the Bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the bid shall be the property of the Owner.
- C. The Performance and Payment Bond(s) may be either a single bond or a separate Performance Bond and a Separate Payment (labor and materials) Bond. If a single bond is used, it must be in the amount of two hundred percent (200%) of the Total Bid, and if separate Bonds are used, each must be for one hundred percent (100%) of the Total Bid. The Bond covering payment must comply with Section 3248 of the California Civil Code.
- D. All bonds and endorsements thereto to be submitted pursuant to the terms of the Contract Documents must be written and issued by a company having a minimum of an "A" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A. M. Best Company, Oldwick, New Jersey 08858..

6.04 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, and are pursuant to Section 1773 of the Labor Code and can be found at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

6.05 Notice of Compliance Monitoring:

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.06 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at **440 Harcourt Ave. Seaside, CA 93955**. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.07 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.08 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 Calendar Days after Notice of Award. As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents as "No substitutions allowed".

6.09 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. There is no Geotechnical or Existing Conditions Data.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

2.02 Underground Facilities:

- A. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner's limited responsibility is defined as
- B. Owner is not responsible only for information regarding Underground Facilities owned by others.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner's review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems

necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **Highland Otis Park Improvements** located at **the northwest corner of Mingo Avenue and Mendocino Street** in Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Earthwork	1	LS		
6	Demolition Work	1	LS		
7	Concrete Sidewalk <i>Includes thickened edge</i>	384	SF		
8	Vehicular Concrete	497	SF		
9	Concrete Driveway <i>includes Curb, Gutter, Sidewalk, AC conform</i>	1	LS		
10	Trex Boardwalk	1	LS		
11	Construct Concrete Curb	85	LF		
12	12" Wood Fiber Surfacing	55	CY		
13	Furnish and Install 6' Bench	1	EA		
14	ADA Parking Signing and Striping	1	LS		
15	Playground Equipment	1	LS		
16	Record Drawings	1	LS		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS)					

NOTES:

In case of error in extension of price into the total price column, the unit price will govern.

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license

number: _____ Expiration: _____.

(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a

partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the City of Seaside, as obligee, in the penal sum of (Dollar Amount In Words)

Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Highland Otis Park Improvements located at the intersection of Mingo Avenue and Mendocino Street in Seaside, California 93955.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.
(Month)

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder must:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

[20__] _____ [20__] _____ [20__] _____
2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases _____
 - b. Number of medical treatment cases _____
 - c. Number of fatalities _____
3. Employee hours worked last year _____
4. State the name of Bidder's safety engineer/manager: _____

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature / Name

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.	Public Works Contractor Registration NO.	Value of Work (\$)

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

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DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. The prime contractor must possess either a “Class A – General Engineering” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least three (3) park improvement or ADA accessibility projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed one (1) park improvement project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder’s Bid.

1.02 Measurement.

- A. Bidder’s compliance with the minimum qualification requirements will be measured by Bidder’s experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor’s supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications (“SOQ”), by providing the information described in this Document 00 4513.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.
- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bold), each in the penal sum of the Contractor’s bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from

an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

Department of Industrial Relations (DIR) Registration No.: _____

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ___ No ___
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes ___ No ___
3. Has Bidder's License been revoked at any time in the last five years? Yes ___ No ___
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___
6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the last three years? Yes ___ No ___

**Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.
Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

**PART B: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR
CLASS A LICENSURE**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

List at least three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____
 Total Change Order Amount: _____
 Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.
 Original Scheduled Date of Completion: _____
 Time Extensions Granted (number of Days): _____
 Actual Date of Completion: _____
 Number of Stop Notices filed by Subcontractors or Suppliers: _____
2. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

(Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: The City of Seaside

<< Project Name >>

located at << Location >>, Seaside, California, 93955.

The Contract Sum of your contract is _____ Dollars (\$_____).

1. Two (2) copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20th Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 2021]**

- a. Deliver to Owner two fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
- b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
- c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
- d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
- e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 2 copies of the Project Manual (including Specifications and Drawings) and 2 sets of full-size Drawings.

5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through **Rick Riedl**, rickr@wallacegroup.us 831-392-5661. Questions regarding bonds and insurance

and all other inquiries regarding the Project should be directed to **Rick Riedl**, rickr@wallacegroup.us
831-392-5661

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: _____
(Title)

(Print Name)

AUTHORIZED BY CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA RESOLUTION:

NO: _____

ADOPTED: _____, [20]

[Copy of Resolution Attached]

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], 2021, by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

CONTRACT NUMBER XX-XX

Highland Otis Park Improvements
located at
Mendocino Street at Mingo Avenue, Seaside, California, 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum <<Amount in Word (\$)>> for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **30 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Rick Riedl of Wallace Group or other** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **Whitson Engineers** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	Technical Specifications

- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 201__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **Highland Otis Park Improvements**, located at **Mendocino Street at Mingo Avenue**, Seaside, California, 93955

PROJECT NO: **342-8910-9544**

You are notified that the Contract Time under the above Contract will commence to run on _____ [201__]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [201__] and _____, [201__], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
4. [Other]

OWNER

By: _____

Its: _____

END OF DOCUMENT

- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Seaside ("Owner") has awarded to <<(Name of Contractor)>> _____ as Principal, Contract Number _____ dated the _____ day of _____, 20____ (the "Contract"), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

Project includes the removal of existing drystack keystone wall, demolition of curb gutter and sidewalk, clearing and grubbing, and excavation of sand for play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of driveway and ADA parking stall, and construction of Trex boardwalk.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 201__, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 158.47 entered into between Owner and Contractor for the **Highland Otis Park Improvements** located at the intersection of Mendocino Street at Mingo Avenue, SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 201__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the

Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are set forth below. Either Owner or Contractor may change the names of the person they each authorize to give notice under this Escrow Agreement by providing written notice to the other of such change, along with an exemplar of the person's signature.

ON BEHALF OF OWNER:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT:	Contractor:
Owner Project No:	

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to Owner					
Contractor to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Consultant Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late	Owner Representative Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late
Remarks: _____ _____	Remarks: _____ _____
By: _____	By: _____

END OF DOCUMENT

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [Year], by and between the City of Seaside ("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for << INSERT PROJECT NAME >> located at << INSERT LOCATION >>.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due to Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, Owner with forthwith pay to Contractor the sum of [\$ _____ dollars and _____ Cents (\$ _____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.
4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[insert information in Chart Below, affix attachments if necessary]

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code §710, Contractor hereby agrees that, in consideration of payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, and of the Owner's representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **Highland Otis Park Improvements** located at **Mendocino Street at Mingo Avenue**, Seaside, California, 93955.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein in addition to submitting to Owner a Surety Bond in a sum equal to one hundred percent of the Contract price, prior to the date of recording the notice of completion.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within two years, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
 - 3. Supplementary General Conditions (Document 00 7201 et seq), if included;
 - 4. General Conditions (Document 00 7200);
 - 5. Division 1 Specifications, if included;
 - 6. Drawings and Technical Specifications (Division 2 and above);
 - 7. Written numbers over figures, unless obviously incorrect;
 - 8. Figured dimensions over scaled dimensions;
 - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all

conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.
- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS**3.01 Subcontractor Listing Law**

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS**4.01 Intent Of Drawings And Specifications**

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all

applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation Of Drawings And Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Progress Schedule, and
 - 3. Schedule of Submittals.

- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

- A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor's Site Office

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project

Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

- D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

- A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The

Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.
- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls,

noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to

perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- F. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be

responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

- B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents.

Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
- D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner ("**Changes**");
 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**").
- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and

Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.
- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition

precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations

indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
 - 1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 - 2. Contractor did not know of it; and
 - 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:
 - 1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 - 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under

- the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
 - D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
 - 1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 - 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 - 3. Contractor failed to give the written notice within the required timeframe set forth below.
 - E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
 - F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
 - G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads,

streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the

construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.

- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name,

trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

- A. Owner, and each of its officers, board members, employees, consultants and agents including, but not limited to, project manager and each other owner representative, shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for

occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons

or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Registration

- A. Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 - 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

- a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
3. Contractor at Owner's request shall, also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.09 Compliance Monitoring By Department of Industrial Relations

- A. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15.010 Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.011 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit, and \$2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury, and \$1,000,000 each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed \$10,000.00. Each loss shall be borne by Contractor.
 - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
- 1.02** All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of A-, VII or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 1.03** Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:
- A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
 - C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
- 1.04** Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager /

Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- 1.05** Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 1.06** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.07** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.08** All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.
- 1.09** The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
 1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **[\$1,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 2. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their

sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 2.02** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 2.06** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

HIGHLAND OTIS PARK IMPROVEMENTS

located at

**MENDOCINO STREET AND MINGO AVENUE
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete bracketed line above and replace with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**

Addendum No. 2, issued on **[date]**

[continue as appropriate]

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Items
3. Time of Completion / Liquidated Damages
4. Work Sequence
5. Work Days and Hours
6. Shutdown for Discovery of Cultural Resources
7. Partial Occupancy/Utilization Requirements
8. Contractor Use of Site
9. Project Site Maintenance
10. Construction Staking and Monument Protection
11. Protection of Existing Structures and Underground Facilities
12. Actual Damages for Permit Violations
13. Protection of Existing Trees During Construction
14. Construction Water
15. Work Performed by the Owner
16. Conditions of Use
17. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of Owner's **Highland Otis Park Improvements** located at **the northwest corner of Mingo Avenue and Mendocino Street** in Seaside, California, 93955.

- A. This project includes the removal of existing drystack keystone wall, demolition of curb gutter and sidewalk, clearing and grubbing, and excavation of sand for play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of driveway and ADA parking stall, and construction of Trex boardwalk.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
- D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work

done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 BID ITEMS

Bid Item 1 – Mobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

Bid Item 2 – Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

Bid Item 3 – Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

Bid Item 4 – Construction Surveying

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is referencing all necessary control points, setting benchmarks and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

Bid Item 5 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, excavation and embankment, and import or export of

material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 6 – Demolition

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for all demolition work as shown on the plans including but not limited to demolition and disposal of concrete walks and asphalt paving, including associated curbs, gutters, and aggregate base, saw-cutting of existing concrete and asphalt as required, demolition and disposal of existing drystack keystone wall, and site clearing and grubbing, in accordance with these specifications and as directed by the Engineer and disposing of the existing two BBQ's as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 7 – Construct Concrete Sidewalk

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade, and constructing concrete sidewalk and ramp to play areas including the thickened edge and dowelling into existing sidewalk and curb in accordance with the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 8 – Construct Vehicular Concrete

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade, placement and compaction of aggregate base, and constructing vehicular concrete including reinforcing in accordance with the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 9 – Construct Concrete Driveway

Measurement and payment for this item shall be on lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing the concrete driveway including but not limited to the over-excavation and recompaction of sub-grade, placement and compaction of aggregate base, construction of adjacent curb gutter and sidewalk and AC conform in accordance with the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 10 – Trex Boardwalk

Measurement and payment for this item shall be on lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing the boardwalk including but not limited to the over-excavation and recompaction of sub-grade, placement of concrete piers, construction of concrete end connections, and construction of runners and decking in accordance with the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 11 – Construct Concrete Curb

Measurement and payment for this item shall be on a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 12 – Furnish and Install 12" depth Wood Fiber Surfacing

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of the play area wood fiber as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 13 – Furnish and Install Bench

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of the benches as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 14 – ADA Parking Stall and Curb Ramp

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the signing and striping of the ADA parking stall as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 15 – Furnish and Install Play Equipment

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of the play equipment, including footings, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 16 – Record Drawings

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion, and as specified in these specifications, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: 30 working days from the Notice to Proceed
- B. The Contractor shall pay to the Owner a sum of Three Hundred Dollars (\$300.00) per day, for each and every work day's delay in finishing the work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

- A. The Owner does not anticipate any work under other contracts occurring at Highland Otis Park site simultaneously with this project.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly, Owner will provide a storage area for Contractor's equipment and materials.

Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.

- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

A. Disposal of Material –

- 1. Unless otherwise shown on the plans or specified herein, all excess materials and materials removed from existing improvements shall become the property of, and be disposed by the Contractor. The Contractor shall be responsible for all costs associated with disposing all excess materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the Owner and the property owner. The Contractor shall not allow and refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the Owner's storm drain system.
- 2. Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted. No extra payment will be made for handling/disposal of hazardous material.

B. Cleanup and Dust Control –

- 1. At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.
- 2. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.
- 3. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.
- 4. The Contractor shall be required to apply water for dust control immediately during construction efforts within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.
- 5. All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to the exterior body surfaces or wheel rims before travelling on public streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner which will prevent the dropping of materials or debris on

- public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.
- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.
 2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
 3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.
 4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within 3 Business Days after it becomes available to Contractor.
- B. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, Contractor shall replace or repair construction stake or property monuments at Contractor's expense.
- C. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

- 1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
- 2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 784-3574
- 3. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
- 4. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841

- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all

fees and taxed required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.

B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:

1. Storm Water Pollution Prevention
2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

3. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive., Ste. 310
Fremont, CA 94538
(510) 794-2521

- C. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, where the violations result from Contractor's activities.
- B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

- A. The Contractor shall protect all existing trees on the job site from construction activities, starting from within the drip lines of each tree. The Owner reserves the right to issue a stop-working notice if it is determined that the Contractor's negligence has caused damaged to existing trees.
- B. Care must be taken when digging near any existing tree to minimize harm to the tree. Excavation must be done by hand until below the root zone. If any roots 2" or grater in diameter are encountered, they must be protected from damage. If the work cannot proceed without damaging such roots, the Engineer must be notified at once.
- C. No storage of materials; disposal of paints, solvents or other noxious materials; no unnecessary operation of equipment or parked cars shall be allowed within the drop line of any trees.

1.17 CONSTRUCTION WATER

- A. Construction water is available from Owner fire hydrants to the Contractor. The Owner will charge the Contractor for the water used based on the rates specified in the FY 19-20 "Schedule of Fees and Charges", available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

1.18 WORK TO BE DONE BY THE OWNER

- A. The Owner will be responsible for the following items of work on the project:
None

1.19 ...CONDITIONS OF USE

- A. The Contractor shall assume full responsibility for the protection and safekeeping of project materials, tools, and equipment stored on premises. Any stored products interfering with Owner operations shall be moved by the Contractor at his/her expense. The Contractor shall obtain and pay for use of any additional storage or work area for operations.
- B. The Owner will require the following of the Contractor in addition to the requirements shown and described elsewhere in these documents:
 - 1. The Contractor shall hand carry written notification to property owners adjacent to the project area a minimum 7 days in advance of beginning construction. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 2. The Contractor shall also hand carry written notifications to property owners adjacent to the project area a minimum 7 days in advance of beginning tank exterior blasting due to the excessive noise created by these activities. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 3. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The Owner shall be given that person's name, phone number, e-mail.
 - 4. The Contractor shall not operate Owner valves at any time.

1.20 CONTRACTOR'S RESPONSIBILITIES

- A. Unless noted otherwise, the Contractor shall provide and pay for:
 - 1. Labor, supervision, materials, and equipment
 - 2. Tools, construction equipment and machinery
 - 3. Utilities required for construction.
 - 4. All other facilities and services necessary for proper execution and completion of work.
 - 5. Contractor must submit in their proposal acknowledgement of State and Federal laws and regulations regarding all facets of removing and disposing of coating which contains lead or asbestos found.
- B. Pay all required sales, consumer and use taxes.
- C. Conform to the requirements of all permits including, but not limited to any construction permits associated with the project.
- D. The Contractor acknowledges and is familiar with the existing site condition constraints, topographic features, and overall geographical locations of the project.
- E. Secure and pay for, as necessary proper execution and completion of the work, applicable permits and licenses.
- F. Give required notices to homeowners
- G. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
- H. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.

- I. The Contractor shall be responsible for all costs associated with the containment and disposal of waste (hazardous / non-hazardous) that may result from execution of this project.
- J. The Contractor shall provide their own power, fuel, and power supplies.

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Document 00 7200 (General Conditions) and Section 00 2113 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:
 - 1. None

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

- 1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
- 2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price items

- 1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
- 2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

- 1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- 2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor's percentage completion of the Work or item.
- 3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall

be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances: Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

1. Within ten Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:
 - a. On or before the 25th Day of each month, Contractor shall submit to Owner one copy of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 - b. Except as otherwise provided in a labor compliance program applicable to the Work

(if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

- c. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
- d. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
- e. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- f. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

- 1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
- 2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
- 3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
- 4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.
- 5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current

progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall

execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 SUBSTITUTION OF SECURITIES

A. **Public Contract Code Section 22300.** In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 10 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:

- 1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
- 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
- 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
- 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
- 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:

- 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
- 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
- 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by

Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

1. Owner may, by Change Directive ("CD") or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.
3. Contractor's response must be any one of following:
 - a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

A. Adjustment of Schedules to Reflect Change Orders or CDs:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - d. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - a. Origin and date of claim or request for additional compensation.
 - b. Dates and times Work was performed and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
 - a. Labor (Component 1A)
 - b. Equipment (Component 1B)
 - c. Materials (Component 1C)
 - d. Subcontractors (Component 1D)

B. Measurement of Cost of Labor (Component 1A):

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - c. Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

C. Measurement of Cost of Equipment (Component 1B):

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

- c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
- 7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- 8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
- 9. Equipment costs shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C):

- 1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
- 2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
- 3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
- 4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
- 5. Material costs shall include no other costs, fees or charges.

E. Measurement of Cost of Subcontractors (Component 1D):

- 1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
 - a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
 - b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
 - c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

1.07 **MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)**

A. **Markup Percentages for Changed Work (Component 2):**

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on "Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. **Measurement and Payment of Mark Up (Component 2):**

1. Mark Up (Component 2) provides complete compensation to Contractor for:
 - a. All Contractor profit;
 - b. All Contractor home-office overhead;
 - c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
 - d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead

or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 **MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)**

A. **Measurement of Bonds, Insurance, Taxes (Component 3):**

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as "**BIT**". All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no mark up on BIT.

1.09 **EFFECT OF PAYMENT**

A. **Change Order Compensation is All Inclusive.**

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily

comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

Owner **[Insert Project Name]**
 Contract Number _____

CP Number: _____
 Date: _____
 In Response To _____
 Bulletin #, etc.

To: **[Insert Name of Owner]**
 Attention: **[_____]**
[Insert Owner's Address]
 Phone: (____) ____ - ____
 Fax: (____) ____ - ____

From: **[Insert Contractor's Name/Address]**

This Cost Proposal is in response to the above-referenced _____ **[insert Bulletin, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS) (Time Impact Evaluation Enclosed)						

By Contractor:

Signature:

Date:

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

- B. The Contractor shall deliver the following submittals at the preconstruction meeting:

1. Schedules
2. Water Pollution Control Plan (BMPs)
3. Safety Plan
4. Sample Resident Notification Letter
5. Any submittal requiring prompt review due to required lead times

1.03 WEEKLY PROJECT MEETINGS

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it 4 Days in advance of meeting to the Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall

- constitute final memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
 6. Agenda may contain the following items, as appropriate:
 - a. Review, revise as necessary, and approve previous meeting minutes
 - b. Review of Work progress since last meeting
 - c. Status of Construction Work Schedule, delivery schedules, adjustments
 - d. Submittal, RFI, and Change Order status
 - e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 1. Percent complete of each activity;
 2. Time impact evaluations for Change Orders and Time Extension Request;
 3. Actual and anticipated activity sequence changes;
 4. Actual and anticipated duration changes; and
 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit original (baseline) progress schedule before or at the pre-construction meeting for review by the Owner.
- B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
- B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
 - 2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submittals. Please refer to the technical specifications and/or plans for any additional submittals not specifically mentioned in this section.

1.02 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.
- C. Following is a list of anticipated submittals. Please refer to the technical specifications for any additional submittals not specifically mentioned in this section.
 - 1. Safety Plan
 - 2. Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. Manufacturer's Plans and Specifications for furnished items (see Bid Items 13 and 15)
 - 5. Tests, Certificates
 - 6. Record Drawings
 - 7. Calculations/Certifications for meeting Cal-OSHA Requirements

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.
- B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.
- C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.
- D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:
 - 1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
 - 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 - 3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.
 - 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- C. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
 - a. California Building Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- b. California Electrical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- c. California Plumbing Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. International Fire Code (2006 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

- 1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - a. Federal:
 - 1) Americans With Disabilities Act of 1990
 - 2) 29 CFR, Section 1910.1001, Asbestos
 - 3) 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4) Executive Order 11246
 - 5) Federal Endangered Species Act
 - 6) Clean Water Act
 - b. State of California:
 - 1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
 - 2) California Public Contract Code
 - 3) California Health and Safety Code
 - 4) California Government Code
 - 5) California Labor Code
 - 6) California Civil Code
 - 7) California Code of Civil Procedure
 - 8) CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - 10) Cal/OSHA
 - 11) OSHA: Hazard Communications Standards
 - 12) California Endangered Species Act
 - 13) Water Code
 - 14) Fish and Game Code
 - c. State of California Agencies:
 - 1) State and Consumer Services Agency
 - 2) Office of the State Fire Marshall
 - 3) Office of Statewide Health Planning and Development
 - 4) Department of Fish and Game
 - 5) All Air Quality Management Districts with jurisdiction
 - 6) All Regional Water Quality Control Boards with jurisdiction
 - 7) Division of the State Architect (if having jurisdiction)
 - d. All Local Agencies with jurisdiction (cities, counties, fire departments)

C. Change Orders and Claims:

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims.
2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
2. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
4. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
5. Procedure:
 - a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 - b. For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - c. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter

required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. **Referenced Grades, Classes, and Types:**

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. **Edition Date of References:**

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. **ASTM and ANSI References:** Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 DEFINITIONS

A. **Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Presidents' Day, third Monday in February;
 - d. Memorial Day, last Monday in May;
 - e. Independence Day, July 4;
 - f. Labor Day, first Monday in September;
 - g. Veterans' Day, November 11;
 - h. Thanksgiving Day, as designated by the President;
 - i. The Day following Thanksgiving Day;
 - j. The Day preceding Christmas Day, December 24;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).

- b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).
- 21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
- 22. Contract Modification: Either:
 - a. a written amendment to Contract signed by Contractor and Owner; or
 - b. a Change Order; or
 - c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by Owner.
- 23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
- 24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
- 25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
- 26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
- 27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
- 28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
- 29. Division of State Architect: A division of the State of California providing, design and construction oversight for K-12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.
- 30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 31. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
- 32. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. Final cleaning is completed.
 - b. All systems having been tested and accepted as having met requirements of Contract Documents.
 - c. All required instructions and training sessions having been given by Contractor.
 - d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - e. All punch list Work, as directed by Owner, having been completed by Contractor.

- f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
- 33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
- 34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
- 35. Furnish: Supply only, do not install.
- 36. Indicated: Shown or noted on the Drawings.
- 37. Install: Install or apply only, do not furnish.
- 38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
- 39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
- 40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
- 41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
- 42. Modification: Same as Contract Modification.
- 43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
- 44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
- 45. Off Site: Outside geographical location of the Project.
- 46. Owner: Owner is defined in Document 00 5200 (Agreement).
- 47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
- 48. Owner's Representative(s): See Document 00 5200 (Agreement).
- 49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
- 50. PCBs: Polychlorinated byphenyls.
- 51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
- 52. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
- 53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
- 54. Project: Total construction of which Work performed under Contract Documents may be whole or part.
- 55. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When

Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

56. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
57. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
58. Provide: Furnish and install.
59. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
60. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
61. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
62. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
63. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
64. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
65. Shown: As indicated on Drawings.
66. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
67. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
68. Specified: As written in Specifications.
69. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
70. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as

evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

71. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
72. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
73. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
74. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
75. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

1. Project cleaning
2. Testing of equipment and systems
3. Substantial Completion
4. Final Completion
5. Close Out
6. Warranties

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.

1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 FINAL COMPLETION

A. Requirements

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure

1. When Contractor considers Work is Finally Complete, submit written certification that:
 - a. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
 - c. Project Record Documents are completed and turned over to Owner, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts:

1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. **Warranty of Title:**

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

- F. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

- G. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

- H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

- I. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 71 23

FIELD ENGINEERING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Work in this section includes surveying and engineering services required for the execution of work.
- B. CONTRACTOR must:
 - 1. Provide SURVEYOR to perform construction staking as outlined herein
 - 2. Locate utilities by an appropriate combination of potholing and electronic detection
 - 1. Verify horizontal and vertical locations of all utility crossings and points of connection
 - 2. Verify horizontal and vertical elevations of existing improvements at match points
 - 3. Provide any engineering calculations and/or plans required for execution of CONTRACTOR's construction methods.
- C. Principal items of work include:
 - 1. Field location of existing on-site utility lines and improvements required for the execution of the work under this contract.
 - 1. Surveying and construction staking work required for the execution of the work under this contract.
 - 2. Civil, structural or other professional engineering services required to execute Contractor's construction methods.

1.2 EXISTING DATA

- A. Review and verify the existing horizontal and vertical controls within two (2) weeks of Notice to Proceed, and prior to the start of work.
- B. Review all record documents provided by the OWNER within two (2) weeks of Notice to Proceed, and prior to the start of work,
- C. Site data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall finally be governed by field conditions and the ENGINEER'S instructions.
- D. In the event there is any conflict between actual conditions and the Drawings, notify the ENGINEER immediately and do not proceed with the work until directed by the ENGINEER.

1.3 QUALIFICATIONS OF SURVEYOR

- A. California registered civil engineer or California licensed land surveyor, acceptable to OWNER

1.4 QUALIFICATIONS OF ENGINEER

- A. California registered engineer of the appropriate discipline, acceptable to OWNER.

1.5 SUBMITTALS

- A. Submit the name, address, and license number of the ENGINEER to the OWNER, if CONTRACTOR-provided.

PART 2 – PRODUCTS

2.1 NOT USED.

PART 3 – EXECUTION

3.1 PROTECTION OF SURVEY REFERENCE POINTS

- A. Locate and protect existing survey reference points prior to starting site work, and preserve all permanent reference points during construction.
- B. All stakes, boundary lines, corner markers, benchmarks survey markers, etc., which have been or may be established in any part of the site, must be carefully preserved and respected by the CONTRACTOR and must be restored at the CONTRACTOR's expense if lost or destroyed as a result of the CONTRACTOR's operations.

3.2 CONSTRUCTION STAKING

- A. Prior to the start of work, SURVEYOR shall review and verify the existing horizontal and vertical controls. Report any discrepancies to the ENGINEER.
- B. Establish and safeguard a minimum of two permanent benchmarks on the project site.
- C. SURVEYOR shall establish all necessary horizontal and vertical survey control lines and points on site prior to commencement of CONTRACTOR's work, as outlined below. These controls shall be maintained by the CONTRACTOR throughout the course of construction.
- D. The following survey stakes shall be provided by the CONTRACTOR-PROVIDED SURVEYOR for use in constructing the improvements as shown on the contract documents.
 - 1. Rough Grade Stakes for areas to be paved and play area to be excavated.
 - 1. Finish Grade Stakes for curbs, gutters, slabs and sidewalk areas – Provide stakes at grade breaks and angle points, at beginning and end of horizontal and vertical curves, at maximum 25' spacing on curved alignments, at 50' spacing on tangent alignments, and as generally necessary for construction of the work.

3.3 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Upon completion of final site improvements, prepare record (as-built) drawings including locations and elevations of all underground utilities, site drainage piping and structures, points of connection, manholes and drain inlets, and locations of utility stub outs.

END OF SECTION

DIVISION 11 EQUIPMENT

SECTION 11 6816

PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of Playground Equipment (also referred to as Play Equipment or Play Structures) as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:
 - 1. Playground Equipment
 - 2. Wood Fiber Surfacing
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Site Concrete

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. F1292 Specification for Impact Attenuation of Surface Systems under and around Playground Equipment.
 - 2. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
 - 3. F1951 Specification for Determination of Accessibility of Surface Systems under and around Playground Equipment.
 - 4. F2075 Specification for Engineered Wood Fiber for Use as a Playground Safety Surface under and around Playground Equipment.
- B. U.S. Consumer Product Safety Commission, CPSC Publication #325: Handbook for Public Playground Safety, latest edition.
- C. Department of Justice 2010 American Disabilities Act Standards for Accessible Design (ADAAG 28 CFR Part 36).

1.04 QUALITY ASSURANCE

- A. Installer Qualifications & Experience: Use an installer certified by the manufacturer of the playground equipment who has a minimum of five (5) installations of similar size and scope over the past three (3) years and is specialized in installing work similar in material, design, and extent to that indicated for this Project.
- B. Certification: All playground equipment supplied shall be certified by the International Play Equipment Manufacturers Association (IPEMA) Certification Service.
- C. Substitutions: no substitutions permitted without prior written approval of the Owners Representative.
 - 1. Substitutions that will change the fall height, platform height, or maximum equipment height will not be considered.
 - 2. The proposed substitution shall not adversely affect other trades, construction schedule or specified warranty requirements.
 - 3. Request substitutions on an Owner approved form, along with complete submittal requirements listed below including renderings, plan view, accessibility information, certificates, except for shop drawings and structural calculations.
 - a. Include a detailed price quote itemizing every component of play equipment, installation of play equipment by a manufacturer certified installer at prevailing wage.
 - b. Incomplete substitution requests will be rejected without further review.
 - 4. Should the substitution affect dimensions shown in the Drawings, provide a Shop Drawing(s) that accurately shows all required changes to the Contracts Documents as part of the substitution request.
 - 5. Submit documentation that maintenance and service parts are locally available for the proposed substitution as part of the substitution request. See clause on Closeout Submittals elsewhere in this Specification for details.
 - 6. Should the substitution be accepted, the Contractor shall pay for changes to the design including engineering design, detailing and construction costs caused by the requested substitution.
- D. Modifications: Submit Drawings with proposed modifications clearly identified and sufficient information to determine compliance with specified criteria. Incomplete Drawings will be rejected.
- E. Site Documentation: Maintain one copy of the latest edition of ASTM F1487 and CPSC publication #325 at project site.
- F. Safety Audit: On completion of installation, the Owner shall provide a playground site investigation and safety assessment by a Certified Playground Safety Inspector (CPSI), and the contractor shall address any issues noted at no additional cost to the Owner.

1.05 SUBMITTALS

- A. Renderings: 3-D / isometric rendering of playground equipment. Minimum of (2) two views, showing all the play structure components.
- B. Plan View: including overall dimensions, components labelled, deck heights relative to finished surface below shown, and required safety zone.
 - 1. Plan View shall indicate the ADAAG required and provided number of play components at ground level, and accessible by transfer and/or ramp.
- C. Shop Drawings (Manufacturer Standard Playground Equipment): all the requirements of the Plan View plus locations and dimensions of footings and anchorage points.
- D. Calculations and Drawings (Manufacturer Standard Playground Equipment): for playground equipment footings, prepared and stamped/signed by a Structural or Civil Engineer licensed in the State of California.
- E. Listing of color and finish for posts, plastic components, decks and accessories if indicated on the Drawings. If color and finishes are to be selected through the submittal process, then a color chart showing the full range of colors and textures available for components with factory applied color finishes, for the bid price provided.
- F. Certificates:
 - 1. Installer's certification from the playground equipment manufacturer.
 - 2. IPEMA: Manufacturer's Letter of Compliance with IPEMA.
 - 3. Warranty: Manufacturer's five year full warranty for all components for coverage against structural failure due to corrosion, deterioration, or workmanship.
 - 4. Insurance: Supplemental insurance coverage as offered by manufacturer and/ or manufacturer's sale representative for equipment and surfacing indicating a limit of product liability of not less than \$5,000,000.
- G. Sieve analysis, test data, and 1-quart sample of wood fiber to be used.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's unopened containers, fully identified with Manufacturer's name, brand, type and grade.
- B. Protect products from weather, soiling and damage using handling equipment and storage techniques recommended by manufacturer.

PART 2 - PRODUCTS

2.01 PLAYGROUND EQUIPMENT

- A. General: The following is a list of play structure and playground equipment types, and shall be approved via the shop drawing submittals process.

- B. The play equipment shall be model #1143598-0101, as available from Ross Recreation, Casey Hilbert, 831-689-9110, or approved equal. It shall consist of:
 - 1. Double belt seat swings.
 - 2. Double full bucket seat swings.
 - 3. Whimsy Rider Sea Horse with Coil Spring, direct bury, per manufacturer's specifications and recommendations.
- C. Play structures shall have pipe, rail, or wire barriers on decks as needed if activity panels are not provided. Equipment structure shall be steel; decks shall be plastic coated. Decks shall be steel, perforated, and reinforced, if necessary.
 - 1. Clamps shall be die-cast aluminum alloy.
 - 2. Recycled plastic panels shall be constructed of high-density, three-quarter inch thick, ultraviolet stabilized, colorfast polyethylene.
 - 3. Linear slides shall have sliding footer to allow for thermal expansion and contraction.
 - 4. Ladders, barriers, wheels, chains, and decks shall be ultraviolet resistant PVC coated to insulate against temperature extremes and provide a safer grip. Painted metal is not acceptable.
 - 5. Posts, arches, clamps and other play components shall be painted with a specially formulated primer with high quality, architectural-grade powdercoat topcoat.
- D. Colors shall be standard, and selected by the Owners Representative via the submittals process. Posts and caps shall be powder-coated the same color.
- E. Safety Labels: Aluminum DigiFuse Landscape Structures Age Appropriate safety labels installed per manufacturer's specifications
 - 1. Part numbers 156845 and 251712
- F. Approved equal via a substitution request prior to bid.

2.02 WOOD-FIBER SURFACING

- A. Wood Fiber Surfacing: Shall consist of the following components:
 - 1. Wood Fiber
 - 2. Geotextile Fabric
- B. Wood Fiber: as manufactured by Sun-Up Forest Products Inc., MJB Play It Safe (530)272-8005, Fibar Systems (800)342-2721, or approved equal. Minimum material requirements are as follows:
 - 1. Fiber: 100% wood fiber, free of chemicals or additives and void of bark, leaves, dirt twigs or other foreign matter. Produced from virgin or pre-consumer recycled wood. Post-consumer material is not acceptable.
 - 2. Fiber: produced from West Coast softwoods.
 - 3. Minimum depth shown on the Drawings is compacted dimension.

- C. Quality Control: The installed wood fiber product shall exceed the recommendations of the U.S. Consumer Product Safety Commissions Technical guidelines for playground surfacing.
1. Provide test results from a certified independent laboratory demonstrating results under ASTM F1292 for loose fill playground surfacing. The U.S. Consumer Products Safety Commission indicates that playground impact attenuation (G-Max) should not exceed 200 g's and that Head Injury Criteria (HIC) should not exceed 1000.
 2. Provide test results from a certified independent laboratory demonstrating that the products meets ASTM F1951.
 3. Provide test results from a certified independent laboratory certifying that the fiber meets the sieve requirements of ASTM F2075 as follows:

Sieve	% passing
3/4"	100%,
3/8"	60-90%,
#4	30-50%
#10	10-20%,
#60	0-5%
#200	0-1%

- D. Geotextile Fabric: Shall be Mirafi 140N, or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Verification of Conditions
1. Prior to installation of playground equipment footings and sub-slabs, verify location of underground utilities and facilities in the playground area. Bring any anticipated conflicts to the notice of the Owners Representative prior to layout and excavation. Damage to underground utilities and facilities will be repaired at no additional expense to the Owner.
 2. Prior to installation of playground equipment, verify that associated footings and sub-slabs have been installed in proper locations and at proper elevations.
 3. Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations including use zones comply with requirements for each type and component of equipment.
 4. Examine areas and conditions for compliance with requirements for site clearing, earthwork, site surface, sub-grade drainage, and other conditions affecting installation of playground equipment. Do not begin installation before final grading required for placing protective surfacing is complete, unless otherwise permitted by Owners Representative.
- B. Review all playground equipment and accessory locations with the Owners Representative prior to installation.
- C. Coordinate as required with the work of other trades, specifically with the resilient surfacing installer if applicable.

- D. Protection of In-Place Conditions: Protect surrounding areas, surfaces and appurtenances already in place during installation of playground equipment.

3.02 INSTALLATION – PLAY EQUIPMENT

- A. General: Install playground equipment and accessories per Manufacturer's instructions and as shown on the approved Shop Drawings.
 - 1. Mount all playground equipment on concrete footings, unless otherwise noted on the Drawings.
- B. Staking / Layout: Stake the location of all playground equipment, including entire use zone perimeters. Verify that use zone perimeters do not overlap existing or proposed paving, structures, or other obstructions.
- C. Deviations: Notify Owners Representative if conflicts or obstructions exist. If deviations from specified dimensions, especially fall heights, are required, obtain Manufacturer's and Owners Representative's approval prior to proceeding; follow approval request procedure as specified for substitutions. Do not proceed until revised drawings have been provided, showing corrected layout, and obstructions have been removed.
- D. Installation - Footings:
 - 1. Excavate holes for posts and footings to dimensions, profile, spacings, and in locations indicated on Drawings, in firm, undisturbed or compacted sub-grade soil. Level bearing surfaces with drainage fill to required elevation.
 - 2. Set equipment posts in concrete footings. Protect portion of posts above footing from concrete spatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb or at the correct angle and are aligned and at the correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 3. Top surface of concrete footings shall be a minimum of one half inch (1/2") below bottom of protective surfacing layer, with a smoothed top and shaped to shed water.
- E. Installation – Play Equipment:
 - 1. Install play equipment in accordance with CPSC Publication #325, ASTM F1487 and Manufacturer's instructions Anchor playground equipment securely, positioned at locations and elevations indicated on Shop Drawings.
 - 2. Anchor play equipment securely below the bottom elevation of the protective surfacing layer.
 - 3. Assemble play equipment without sharp points, edges, or protrusions; entanglement hazards; or pinch, crush, or shear points.
 - 4. When installed in accordance with the manufacturer's instructions, fasteners, connecting devices, and covering devices shall be installed to minimize loosening, or not be removable without the use of tools. Lock washers, self-locking nuts, locking pins, or other locking means shall be provided for all nuts and bolts to protect them from detachment. Hardware in moving joints shall also be secured against unintentional loosening.
 - 5. Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and

- accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
6. Adjust movable playground equipment components to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
 7. Install play area age group designation sign outside the use zone of play equipment.
- F. Safety Markings / Labels:
1. Install additional permanent labels in accordance with ASTM 1487 and as noted below and not provided by the play equipment manufacturer. Unless otherwise noted:
 - a. Each item of play equipment or play structure shall be labeled.
 - b. Labels shall be visible from both directions for equipment that can be approached from two directions such as swings.
 - c. Labels shall be visible from all directions for all other equipment, i.e. a minimum of three locations around the play equipment or play structure.
 2. Manufacturer Identification: minimum one location per piece of play equipment or per play structure.
 3. Age Group: age group separation that play equipment was designed for.
 4. Hot Surface: caregiver warnings to check equipment before use to mitigate burn injuries.
 5. Surfacing Level: Install Surfacing Level Marker labels so that installers and maintainers of protective surfacing can determine whether sufficient depth has been installed. Alternately, paint the portion of the support that is intended to be installed below the top surface of the protective surfacing (resilient, wood fiber, or sand) a different color, or mark in other permanent way.

3.03 INSTALLATION – WOOD FIBER SURFACING

- A. Wood Fiber Surfacing: Install and compact per manufacturer's instructions. Install so that minimum depth shown on plan is achieved after compaction.
 1. Install geo-textile fabric below the entire area to receive wood fiber. Overlap joints by 10".

3.04 PLAYGROUND SAFETY AUDIT

- A. The playground site investigation and safety assessment (Audit) shall be performed by the CPSI as required by State law for the following types of public playground improvements: construction of new playgrounds, modifications to existing playground equipment and/or the installation of new equipment in an existing playground.
- B. The Contractor shall provide 3 days notice for the City's CPSI to perform the Audit.
- C. The Audit shall assess the layout and condition of the playground equipment and surfacing and identify any and all equipment, surfacing and signage that are not in compliance with the latest editions of ASTM F1487 and CPSC publication #325.
- D. The Audit shall be in a written report format, detailed and legible, utilizing checklists as recommended by the National Recreation and Park Association.

- E. The Audit shall establish playground equipment and surfacing standard of care.
- F. Non-Conforming Work: replace, modify or repair rejected work until compliance with the Audit is achieved. Any corrections necessary shall be to the satisfaction of the Owners Representative and at no additional cost to the Owner.

3.05 CLOSEOUT SUBMITTALS

- A. Manufacturer's warranty: Submit manufacturer's warranty and ensure that forms have been completed in the Owner's name and registered with manufacturer.
- B. Maintenance / Parts: Manufacturer's recommended maintenance instructions and list of replaceable parts for each equipment item, with address and phone number of source of supply.

3.06 REPAIR, CLEAN-UP AND PROTECTION

- A. Restore adjacent existing areas that have been damaged from the construction.
- B. Repair damaged play equipment finishes to match original finish or replace damaged products prior to Substantial Completion.
- C. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- D. Clean play areas of excess construction materials, debris, and waste.
- E. Remove excess and waste material and legally dispose of off-site.
- F. Protect installed products from damage or use until Substantial Completion.

END OF SECTION

DIVISION 12 FURNISHINGS

SECTION 12 9300

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of Site Furnishings as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:
 - 1. Benches with backs
- B. Related work includes but is not limited to:
 - 1. Site Concrete

1.03 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of: The State of California Department of Transportation (CALTRANS) Standard Specifications, latest edition, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods.
- C. Applicable ISO Testing Standards (latest revisions) as they apply to this work.

1.04 SUBMITTALS

- A. Documentation: product data for all standard site furnishings and accessories.
- B. Samples: manufacturer's sample chips of all finishes and colors specified.
- C. Shop Drawings: for all custom site furnishings and accessories. Show all locations, markings, quantities, materials, sizes, and shapes and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades.
- D. Maintenance Data: At Substantial Completion submit maintenance information for site furnishings and accessories where applicable for inclusion in the Owner's maintenance manuals.

1.05 QUALITY ASSURANCE

- A. Manufacturer's Instructions: Materials, products, processes, equipment or the like shall be installed or applied in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.
- B. Perform all work in accordance with all applicable State and local laws, codes and regulations.

1.06 DELIVERY, STORAGE & HANDLING

- A. Delivery & Handling: Transport, store and handle precast units and manufactured items in a manner to avoid hairline cracks, staining or other damage.
- B. Storage & Protection Store units free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.

PART 2 - PRODUCTS

2.01 FURNISHINGS

- A. Bench (with back)
Manufacturer: DuMor, Inc.
Model #: 11-60PL
Description: Recycled plastic bench with back, surface mount.
Finish / color: Cedar
Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110
- B. Approved equals, prior to bid.

PART 3 - EXECUTION

3.01 GENERAL

- A. Review and Adjustment: Locate all site furnishings as shown on the Drawings. Review all site furnishing locations prior to proceeding with any installation. Make adjustments as approved by the Owners Representative.
- B. Install all embedded site furnishings in concrete paving areas prior to the concrete pour. Schedule the receiving of equipment in conjunction with the concrete pour. Any block outs of concrete pour due to scheduling conflicts shall be approved by the Owners Representative and at no additional cost to the Owner. Finish of any block out areas shall match adjacent paving.
 - 1. Furnishings damaged due to the concrete pour shall be replaced at the discretion and to the satisfaction of the Owners Representative, and not repaired or cleaned.

3.02 INSTALLATION

- A. Site Furnishings: install per manufacturer's recommendations and as shown on the Drawings and as specified herein.
- B. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- C. Set all work true and square, plumb and level. Provide spacers under furniture to level as acceptable to Owner's Representative.

3.03 CLEAN-UP

- A. After completion of all operations, remove all excess soil, trash, and other debris. Clean all walks, walls, and pavement, leaving the entire area in a neat, orderly condition.

3.04 CLOSEOUT SUBMITTALS

- A. Maintenance Data: cleaning and maintenance information for site furnishings and accessories.

END OF SECTION

DIVISION 31 EARTHWORK

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Clearing
 - 2. Stripping
 - 3. Excavation
 - 4. Moisture conditioning and compaction
 - 5. Embankment

1.3 REFERENCES

- A. California Building Standards Code (CBSC), 2016 Edition
- B. California Code 4216 – Protection of Underground Infrastructure
- C. California Occupational Safety and Health Administrative Code
- D. Standard Specifications, State of California, Department of Transportation (Caltrans), 2010 Edition
- E. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Course Aggregates
- F. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method.
- G. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- H. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- I. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- J. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- K. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 SUBMITTALS

- A. Submit samples of proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER. Number and size of samples shall be as directed by the GEOTECHNICAL ENGINEER.
- B. Submit gradation and quality testing results for proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER.

- C. Submit samples and test results at least two weeks prior to planned purchase/delivery.
- D. Existing on-site soils will be sampled and tested by the GEOTECHNICAL ENGINEER during construction.

1.5 DEFINITIONS

- A. Relative Compaction, or Percent Relative Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.
- B. Remove: Remove and dispose of off-site, in a legal manner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General Engineered Fill – Proposed fill material shall be of approved on-site soil supplemented by imported material, if necessary.
 - 1. On-site soil shall meet the following requirements:
 - a. Soil shall be free of organics, debris, and other deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
 - b. Soil shall not contain any rocks and clods over 4 inches in maximum dimension
 - 2. Imported soil shall meet the following requirements:
 - a. Soil shall be free of organic and deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
 - a. Soil shall not contain any rocks or clods over 4 inches in maximum dimension, and shall not contain over 15 percent by weight rocks larger than 2 inches.
 - b. Soil shall be granular, having a plasticity index of less than 15, and not more than 20 percent by weight passing the #200 sieve.
 - c. Soil shall have sufficient binder to allow excavations to stand without caving.
 - d. The portion finer than the no. 200 sieve shall not contain any expansive clays.
- B. Controlled Density Fill – Slurry cement backfill conforming to the Standard Specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. All improvements shall be constructed in accordance with the California Building Code, the Drawings, and these Specifications.
- B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.
- C. In the event that any unusual conditions are encountered during grading operations which are not covered by these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made
- D. Provide dust control in accordance with all federal, state, and local requirements

3.2 PREPARATION

- A. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection for utilities, benchmarks, paving, site features, and the public.
- B. Excavation for any purpose shall not remove lateral support from any foundation without first underpinning or protecting the foundation against settlement or lateral translation. The excavation outside the foundation shall be backfilled with soil that is free of organic material, construction debris, cobbles and boulders or with a controlled low-strength material (CLSM). The backfill shall be placed in lifts and compacted in a manner that does not damage the foundation or the waterproofing or dampproofing material.

3.3 CLEARING AND STRIPPING

- A. Remove structures, pavements, and utilities as shown on the Drawings.
- B. Areas to be graded shall be cleared of all grass, brush, trees, rubbish, and debris. The cleared materials shall be removed from areas to be graded and shall be disposed of in areas designated by the Owner.
- C. Completely remove tree stumps and root balls in areas to receive pavements, structures, or engineered fill.
- D. Upper natural soils containing roots, deleterious materials, and excessive organics shall be stripped from all areas to be graded. This material shall not be reused as compacted fill and shall either be removed from the site or stockpiled for later use in landscape areas.
- E. Unanticipated buried subsurface objects encountered, or voids created during site preparation, shall be called to the attention of the geotechnical engineer.

3.4 EXCAVATION, MOISTURE CONDITIONING, AND RECOMPACTION

- A. Following clearing and stripping, subgrade shall be cut and finished true to line and grade, to present a smooth surface free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction.
- B. The exposed subgrade shall then be scarified to a depth of 8 inches, moisture conditioned, and recompacted to at least 90% relative compaction.
 - 1. In vehicular traffic areas, recompact to 95% relative compaction.
- C. When the moisture content of the subgrade is below the desired moisture, water shall be added until the proper moisture content is achieved.
- D. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading, ripping, diskings or other methods until the moisture content is satisfactory for compaction.

3.5 PLACING, SPREADING, AND COMPACTING FILL MATERIAL

- A. The geotechnical engineer shall inspect all surfaces to receive fill prior to the placement of fill.
- B. Fill shall be placed in horizontal layers not exceeding eight inches (8") in loose thickness (before compaction). Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- C. All re-compacted and engineered fill soils shall be compacted within 3 percent of the laboratory optimum moisture content for the soil.

1. When the moisture content of the fill material is below the proper moisture, water shall be added until the proper moisture content is achieved.
 2. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading, ripping or disking or other methods until the moisture content is satisfactory.
- D. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to at least 90% relative compaction.
1. Compact the upper 12 inches of finished subgrade in vehicular traffic areas to at least 95% relative compaction.
- E. Compaction shall be undertaken with equipment capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the required density has been obtained.
- F. Fill slopes shall be compacted by slope rolling and trimming, or shall be overfilled and trimmed back to planned grade.
- G. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the Drawings.
- H. Fill slopes shall be no steeper than 2:1 (horizontal to vertical), unless shown otherwise in the Construction Documents.
- I. The completed fill shall be finished true to line and grade. Any depressions shall be filled and compacted and all loose material shall be removed.

3.6 SUBGRADE PREPARATION IN PAVEMENT AREAS:

- A. Pavement Areas are exterior areas which are not in the building subgrade preparation area and which will receive asphalt, concrete, or DG pavement or other flatwork, including parking lots, driveways, access roads, patios, equipment slabs, curbs, gutters, or sidewalks.
- B. Subgrade preparation in pavement areas shall be in accordance with the Geotechnical Report and as directed by the GEOTECHNICAL ENGINEER.
1. Over-excavate to at least 12 inches below pavement subgrade or existing grade, whichever is lower.
- C. Subgrade preparation shall extend at least 1 foot horizontally beyond the edge of pavement areas.

3.7 SURPLUS MATERIAL

- A. Surplus material shall become the property of the CONTRACTOR and shall be disposed of off the site in a legal manner.

3.8 TESTING AND OBSERVATION

- A. The GEOTECHNICAL ENGINEER will inspect all surfaces to receive fill prior to the placement of any fill.
- B. The GEOTECHNICAL ENGINEER will make field density tests after compaction of each layer of fill or as determined necessary. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
- C. Should the result of any compaction test fail to meet the minimum required density as specified in these Specifications or in the Geotechnical Report, the deficiency shall be corrected to the satisfaction of the GEOTECHNICAL ENGINEER, at the contractor's expense. The expense of retesting such areas shall also be borne by the contractor.

END OF SECTION

DIVIONS 31 EARTHWORK

SECTION 31 1116

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Demolition of concrete walks and asphalt paving, including associated curbs, gutters, and aggregate base.
 - 2. Saw-cutting of existing concrete and asphalt as required.
 - 3. Site clearing and grubbing
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading

1.03 DEFINITIONS

- A. Topsoil: See Specification Section Earthwork and Grading.

1.04 SUBMITTALS

- A. Indicate on the project schedule submittal, proposed time for demolition work in this Section, including shut-off time and capping of any utility service.

1.05 QUALITY ASSURANCE

- A. Reviews: Prior to any site clearing or demolition work, prepare protection measures for review by the Owners Representative.

1.06 SITE CONDITIONS

- A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.
- B. Explosives: Use of explosives for demolition work is not permitted.
- C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.
- D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction
- F. Protection of existing trees and vegetation to remain: Protect all trees and shrubs to remain.
- G. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protect all trees and items to remain in place.
- B. Clearing and grubbing:
 - 1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing.
 - 2. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
 - 3. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.
 - 4. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes stumps and roots
 - 5. Remove all organic matter in unpaved areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.
 - 6. Remove all vegetation and grass before stripping existing topsoil.

7. Strip existing topsoil from all unpaved areas to be improved with paving, structures, to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
8. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 DEMOLITION

- A. Pollution Controls:
 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
 2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
 3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.
- B. General: Remove above and below grade pavements, curbing and other conditions necessary to permit new construction and other work as indicated on the Drawings. Removal of underground pipe or conduit interfering with construction is included under this Section.
- C. Damage: Return adjacent areas to condition existing prior to the start of the work.
- D. Saw-cutting: Saw-cut all asphalt and concrete to interface with new planting or paving areas. Concrete interfaces are to be saw-cut with a diamond tipped blade. Use the correct blade for the application as determined by the Blade Application Code for Diamond Saw Blades, 2004 edition, developed by the Masonry and Concrete Saw Manufacturers Institute.
- E. Salvaged Items: Deliver all items noted for salvage and not to be re-used on site to the Owner, unless directed otherwise by the Owners Representative.

3.04 REMOVAL OF PAVEMENTS AND STRUCTURES

- A. All existing pavement, structures, footings and base material within the limits of work not shown to be retained shall be removed and resulting voids shall be backfilled with engineered filled or controlled density fill.

3.05 SAWCUTTING

- A. Sawcutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge.
- B. Sawcut slurry shall be vacuumed and not be allowed to run into catch basins.

- C. Asphalt concrete pavement shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.
- D. Curb and gutter shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut shall be to a minimum depth of 6 inches.
- E. Sidewalk shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 6 inches, or to a full depth, whichever is less.

3.06 UTILITY REMOVAL AND ABANDONMENT

- A. Pipes 4" and larger, vaults, risers, boxes, inlets, etc. Which are not to be retained in service shall be completely removed from within the work area. Pipes smaller than 4" may be abandoned in place by capping both ends of the pipe, unless otherwise noted.

3.07 CLEAN-UP

- A. Disposal Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Dispose of waste materials legally off-site.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 11 23****AGGREGATE BASE COURSE****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Class 2 aggregate subbase
 - 1. Class 2 aggregate base

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2015 edition.
- B. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
- C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand - Cone Method
- D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

- A. Results of laboratory testing for gradation, R-value, Sand Equivalent, and Durability Index in accordance with Sections 25 and 26 of the Standard Specifications.
- B. Materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, the specified requirements.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Class 2 Aggregate Subbase shall conform to Section 25 of the Standard Specifications.
- B. Class 2 Aggregate Base shall conform to Section 26 of the Standard Specifications.

PART 3 – EXECUTION**3.1 GENERAL**

- A. Perform work in conformance with Sections 25 and 26 of the Caltrans Standard Specifications.

3.2 PREPARATION

- A. Prepare subgrade as specified in Section 31 00 00.
- B. Sprinkle the subgrade regularly to moisten the surface and to prevent it from drying out and/or cracking prior to the placement of aggregate base.

3.3 INSTALLATION

- A. Deliver, handle, place and compact aggregate base per Sections 25 and 26 of the Standard Specifications.
- B. Compact aggregate subbase and aggregate base to at least 95 percent relative compaction as determined by ASTM D1557.

3.4 FIELD QUALITY CONTROL

- A. The GEOTECHNICAL ENGINEER will field test subgrade and aggregate base course compaction.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 12 16

ASPHALT CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Asphalt concrete paving (Hot Mix Asphalt).

1.2 RELATED REQUIREMENTS

- A. Section 32 11 23 – Aggregate Base Course.

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2015 edition.

1.4 SUBMITTALS

- A. Hot mix asphalt mix design prepared by a certified laboratory
- B. Materials certificates signed by material producer and Contractor

PART 2 – PRODUCTS

2.1 ASPHALT CONCRETE PAVEMENT (HOT MIX ASPHALT)

- A. HMA Type A in accordance with Section 39 of the Standard Specifications.
 - 1. Construction Process: Standard.
 - 2. Tack Coat: as required by the Standard Specifications

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform work in accordance with Section 39 of the Standard Specifications.
- B. Equipment, methods and tolerances used for spreading and compacting HMA shall comply with the requirements of Standard Specifications.
- C. Finish paving shall conform to slopes, lines and finish grades shown and noted on the Drawings and shall drain properly.
 - 1. Maintain line and profile shown on the Construction Drawings to tolerance of 1/4 inch plus/minus, in any 10 feet, non-cumulative.
 - 2. HMA surface shall be free from depressions exceeding 1/8 inch when measured with a 10 foot straight-edge.
- D. Surface shall be free of gouges, ridges and ruts, with a uniform and consistent finish.
- E. Where adjacent surfaces are intended to be flush, they shall conform smoothly at all points with no greater than 1/4 inch grade differential, and shall drain properly across the seam.

3.2 FIELD QUALITY CONTROL

- A. Field density and thickness testing of asphalt pavement will be performed by the GEOTECHNICAL ENGINEER.
- B. For accessible paths of travel and accessible parking areas, comply with California Building Code accessibility requirements regarding:

1. Surface: slip resistant
 2. Changes in Level: 1/4 inch or less (vertical)
 3. Path of travel:
 - a. Clear Width: 4 feet minimum, unless otherwise noted
 - b. Running Slope: less than 1:20 (5%)
 - c. Cross-Slope: not greater than 1:48 (2%)
 1. Slope in Landings and Accessible Parking and Loading Areas: not greater than 1:48 (2%) in any direction
- C. Flood Test:
1. Perform a flood test in areas which are sloped less than 3%. Where a seal coat is to be applied, perform flood test prior to application of seal coat.
 2. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, repair or replace HMA in a manner acceptable to the OWNER to provide proper drainage, at no cost to the OWNER.

3.3 PROTECTION

- A. Do not permit vehicular traffic on pavement until it has cooled to atmospheric temperature and hardened, but in no case less than 8 hours.
- B. Do not use completed paving surface for storage of construction vehicles or construction materials.
- C. Gouges, cracks, stains, or other surface defects or marks shall be corrected by the CONTRACTOR in a manner acceptable to the OWNER, at no cost to the OWNER.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 13 13****CONCRETE PAVING****PART 1 - GENERAL****1.1 SUMMARY**

- A. This section includes exterior concrete paving including driveways, walkways, patios, curbs, and gutters.
- B. For concrete for building applications, see Division 03 – Concrete.

1.2 RELATED REQUIREMENTS

- A. Section 32 11 23 – Aggregate Base Course

1.3 REFERENCES

- A. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), 2019
- B. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.
- C. ACI 301, "Specification for Structural Concrete"

1.4 SUBMITTALS

- A. Concrete mix design and materials certificates:
 - 1. Aggregate (gradation and quality)
 - 2. Cementitious materials
 - 3. 28-day compressive strength
 - 4. Slump
 - 5. w/c Ratio
 - 6. Entrained Air
 - 7. Admixtures
 - 8. Curing compound
 - 9. Steel reinforcement and reinforcement accessories.
 - 10. Bonding agent or epoxy adhesive
 - 11. Fiber reinforcement.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with the Contract Documents
- C. Manufacturers' current printed specifications and catalogue cut sheets for each type of manufactured product, including:
 - 1. Expansion joint filler, backer rod and bond breaker and/or zip strip.
 - 2. Integral color
 - 3. Applied finish materials
 - 4. Joint Sealant Color Sample
- D. Proposed joint pattern, if not indicated on or if different from the Drawings
- E. Sample chip of specified color indicating pigment number and required dosage rate.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Installer Qualifications: Regularly engaged and specializing in concrete paving, with a minimum 5 years' experience
- C. Mock-Up:
 - 1. Provide one full-scale mock-up. Construct at least two months before start of concrete work. Allow concrete to cure 28 days before observation.
 - 2. At location on Project selected by Owner's Representative, demonstrate each forming and finishing condition required on Project using materials, workmanship, joint treatment, form ties, curing method, and patching techniques to be used throughout Project. Paving mock-ups shall be a minimum 4-foot x 4-foot for each type of finish.
 - 3. Accepted mock-up provides visual standard for work of Section.
 - 4. Mock-up may remain as part of Work
- D. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program

PART 2 – PRODUCTS**2.1 FORMS**

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
- B. Use flexible or curved forms for curves with a radius 100 feet or less.
- C. Use commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces

2.2 CONCRETE:

- 1. Concrete mix design shall conform to Section 90, "Concrete," of the Caltrans Standard Specifications.
- 1. Cementitious material: Portland cement, Type II, low alkali, with supplementary cementitious materials as defined in Section 90 of the Standard Specifications.
 - a. Vehicular Pavements and Heavy-Duty Curbs and Gutters: Provide cementitious materials content and maximum water to cementitious materials ratio as required to achieve modulus of rupture of at least 570 psi at 28 days age and at least 650 psi at 42 days age. Cementitious materials content must be between 505 and 675 pounds per cubic yard.
 - b. Pedestrian Paving, Curbs, and Gutters: provide at least 505 pounds per cubic yard cementitious materials.
- B. Admixtures: complying with Section 90, "Concrete" of the Caltrans Standard Specifications

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet

- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884, Class A, plain steel
- D. Reinforcing Bars: ASTM A615, grade 40 for #3 and smaller bars and grade 60 for #4 and larger bars
- E. Galvanized Reinforcing Bars: ASTM A 767, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615, Grade 60 deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A 775 or ASTM A 934; with ASTM A 615, Grade 60 deformed bars.
- G. Smooth Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs, with half of the dowel length lubricated to prevent bonding with the concrete, and with polyethylene cap installed on lubricated end to prevent end bearing.
- H. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 1. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports

2.4 CURING MATERIALS

- A. Curing materials conforming to "Section 90, "Concrete" of the Caltrans Standard Specifications.

2.5 EXPANSION JOINT MATERIAL

- A. Premolded Joint Filler: ASTM D1751, non-extruding and bituminous type resilient filler, compatible with sealant and backer rod.
- B. Sealant Backer Rod:
 - 1. Type: Compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.
- C. Expansion Joint Cap: Snap Cap by W.R. Meadows or similar.
- D. Joint Sealer
 - 1. Type: Multi-component modified polyurethane sealant conforming to Federal Specification TT-S-00227E, designed for exterior locations subject to foot traffic.
 - 2. Color: Submit Samples
- E. Bond Breaker: Polyethene tape as recommended by joint sealant manufacturer where bond to joint filler must be avoided for proper performance of joint sealer.

PART 3 – EXECUTION

3.1 GENERAL

- A. Construct in accordance with the Standard Specifications and ACI 301, "Specification for Structural Concrete".

3.2 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 - 1. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/4 inch shall be brought to the attention of the Geotechnical Engineer, who will provide recommendations for corrective action.
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.3 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Precautions to protect fresh concrete from developing plastic shrinkage cracks must be taken in advance of concrete placement when evaporation rate due to any combination of temperature, humidity, and wind velocity is expected to approach 0.2 lb./sq. ft./hr. as determined by Figure 2.1.5 of ACI 305.

3.4 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963.

3.6 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 2. Provide tie bars at sides of pavement strips where indicated.
- C. Isolation (Expansion) Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. Locate expansion joints as shown on the Drawings, and at a minimum:
 - a. At the beginning and end of curves and at changes in direction
 - b. At re-entrant corners
 - c. At abutting walls, column penetrations, footings, or other structures
 - d. At approximately 20 feet on center each way in plaza areas, as necessary to limit area to a maximum of 400 square feet
 - e. At maximum intervals of 60 feet.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1-1/4 inches, or one-fourth of the concrete thickness, whichever is greater.
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface, and before the pavement develops shrinkage cracks.
 3. Locate contraction joints as shown on the Drawings, and at a minimum:
 - a. At 10 feet on center maximum for curbs and cross gutters. Where concrete sidewalk occurs adjacent to curb, align curb and sidewalk joints.
 - b. At pavement plazas, approximately 4 feet on center each way, and as necessary to limit area to a maximum of 20 square feet.
 - c. At all re-entrant corners and at changes in direction.
 - d. To provide rectangles of not less than 12 nor more than 20 square feet in linear walkways
- E. Dowels: Install dowel bars and support assemblies at joints where indicated and at construction joints.

1. Expansion joint dowels: Lubricate one-half of dowel length to prevent concrete bonding to one side of joint, and install polyethylene end sleeve on the lubricated end to prevent end bearing of the dowel against the concrete.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius, unless otherwise shown on the Drawings. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.7 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- D. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Engineer.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Slip-Form Pavers: When automatic machine placement is used, submit specific mix design and laboratory test results.
 1. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 2. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- L. Hot and Cold Weather Placement: Comply with ACI 306.1.

3.8 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.

- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 - 3. All exterior walkway surfaces shall receive a slip-resistant finish at least equivalent to a medium broom finish.
 - 4. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. All exposed faces shall be finished. Faces of curbing at planter areas shall be finished to 6" below finish planter grade.

3.9 SPECIAL FINISHES

- A. See Landscape Drawings

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by the moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.11 TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 - 1. Elevation: 1/4 inch
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
 - 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
 - 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
 - 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 10. Joint Width: Plus 1/8 inch, no minus.
- B. Comply with California Title 24 accessibility requirements regarding:
 - 1. Surface: slip resistant
 - 2. Changes in Level: 1/4 inch or less (vertical)
 - 3. Clear Width: complying with the minimum clear width required for the various types of facilities being constructed.
 - 4. Running Slope, General: less than 1:20 (5%)
 - 5. Running Slope, Ramps and Curb Ramps: not greater than 1:12 (8.33%)
 - 6. Cross-Slope: not greater than 1:48 (2%)
 - 7. Slope in Landings: not greater than 1:48 (2%) in any direction
- C. Provide flood test of all gutters and paving. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, replace the gutter or pavement to the nearest joint to provide proper drainage, at no cost to the OWNER.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39; test 1 specimen at 7 days and 2 specimens at 28 days.

- a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

HIGHLAND OTIS PARK IMPROVEMENTS



EMERGENCY TELEPHONE NUMBERS

POLICE/FIRE/AMBULANCE	911
MONTEREY COUNTY COMMUNICATIONS CENTER	831-394-6811
MONTEREY SALINAS TRANSIT	831-899-2555
PACIFIC GAS & ELECTRIC (PG&E)	800-743-5000
AT&T (TELEPHONE)	831-754-8026
CALIFORNIA AMERICAN WATER	888-237-1333
COMCAST (CABLE TELEVISION)	800-945-2288

GENERAL NOTES

- CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL(S) HARMLESS FROM ANY AND ALL LIABILITY, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL(S).
- ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH:
 - ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND RULES, INCLUDING WITHOUT LIMITATION:
 - CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIVE CODE (CAL-OSHA)
 - CALIFORNIA CODE 4216 - PROTECTION OF UNDERGROUND INFRASTRUCTURE
 - THE 2019 CALIFORNIA BUILDING STANDARDS CODE (CCR TITLE 24), WITH AMENDMENTS ADOPTED BY THE CITY OF SEASIDE
 - CALIFORNIA EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
 - THE PROJECT PLANS AND SPECIFICATIONS
 - THE 2018 EDITION OF "STANDARD SPECIFICATIONS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD SPECIFICATIONS". THE "STANDARD SPECIFICATIONS" AND "REVISED STANDARD SPECIFICATIONS" CAN BE DOWNLOADED FOR FREE FROM http://www.dot.ca.gov/hq/esc/oe/construction_standards.html
 - THE 2018 EDITION OF "STANDARD PLANS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD PLANS". THE "STANDARD PLANS" AND "REVISED STANDARD PLANS" CAN BE DOWNLOADED FOR FREE FROM http://www.dot.ca.gov/hq/esc/oe/construction_standards.html
 - THE CITY OF SEASIDE STANDARD DETAILS
- CURB DIMENSIONS, RADII AND OFFSETS SHOWN ARE TO FACE OF CURB.
- SIDEWALK WIDTHS SHOWN ARE MEASURED FROM BACK OF CURB TO BACK OF WALK OR FACE OF RETAINING CURB WHERE SHOWN.
- WHERE CURB, GUTTER AND ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
- THE FOLLOWING CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS ARE INCORPORATED INTO THIS PLAN SET BY WAY OF REFERENCE. THESE STANDARD PLANS MAY BE DOWNLOADED FROM THE CALTRANS WEBSITE AT www.dot.ca.gov.

A88A	CURB RAMP DETAILS (2018 EDITION)
A90A	ACCESSIBLE PARKING OFF-STREET (2018 EDITION)
- CONTRACTOR SHALL PROVIDE AND MAINTAIN 6' CHAIN LINK CONSTRUCTION FENCING AROUND PARK TO PROHIBIT PUBLIC ENTRY DURING CONSTRUCTION.



PROJECT LOCATION MAP

SCALE: 1" = 5000'

0 1 2 3 INCHES

SHEET INDEX

1. TITLE SHEET	C0.1
2. DETAILS	C0.2
3. CITY DETAILS AND CALTRANS STANDARD PLANS	C0.3
4. IMPROVEMENT PLAN	C1.1
5. EROSION AND SEDIMENT CONTROL PLAN	C2.1
6. EROSION AND SEDIMENT CONTROL NOTES	C2.2

SYMBOLS & ABBREVIATIONS

()	EXISTING GRADE
ADD	ADDITIVE
ALT	ALTERNATIVE
BS	BOTTOM OF STEP
BW	BOTTOM OF WALL
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CONST.	CONSTRUCT
EJ	EXPANSION JOINT
EW	EACH WAY
EX	EXISTING
EG	EXISTING GRADE
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISHED SURFACE GRADE
GB	GRADE BREAK
GRT	GRATE
MAX	MAXIMUM
MIN	MINIMUM
NIC	NOT IN CONTRACT
OC	ON CENTER
OG	ORIGINAL GROUND
R.C.	RELATIVE COMPACTION
SC	SAWCUT
SD	STORM DRAIN
SM	SCORE MARK
STRP	STRIP
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TOF	TOP OF FOOTING
TS	TOP OF STEP
TW	TOP OF WALL
TYP	TYPICAL
U.S.O.	UNLESS SHOWN OTHERWISE
WWM	WELDED WIRE MESH

UNDERGROUND SERVICE ALERT:

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.

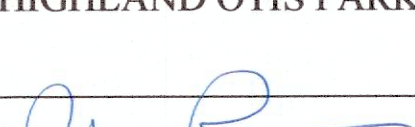
BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-800-642-2444 OR 811.

OWNER: CITY OF SEASIDE
CONTACT: LESLIE LLANTERO
llantero@ci.seaside.ca.us
831-899-6886

CIVIL ENGINEER: WHITSON ENGINEERS
6 HARRIS COURT
MONTEREY, CALIFORNIA
831-649-5225

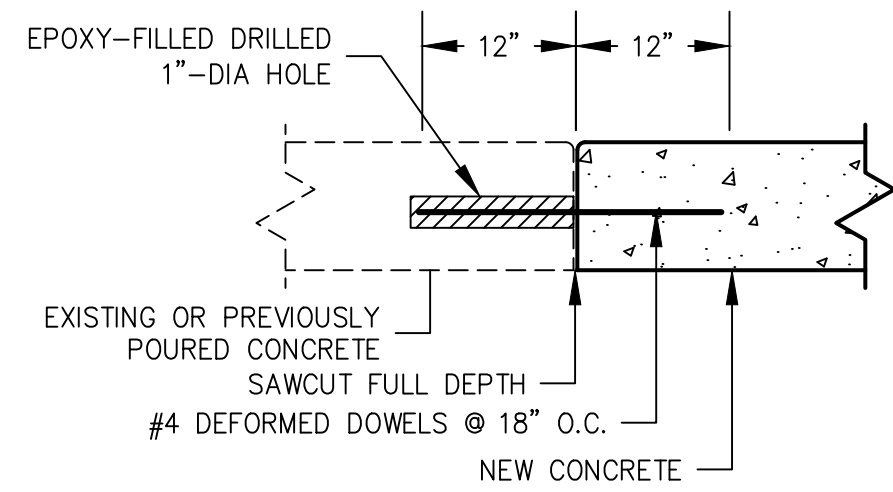


Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831-649-5225
whitsonengineers.com

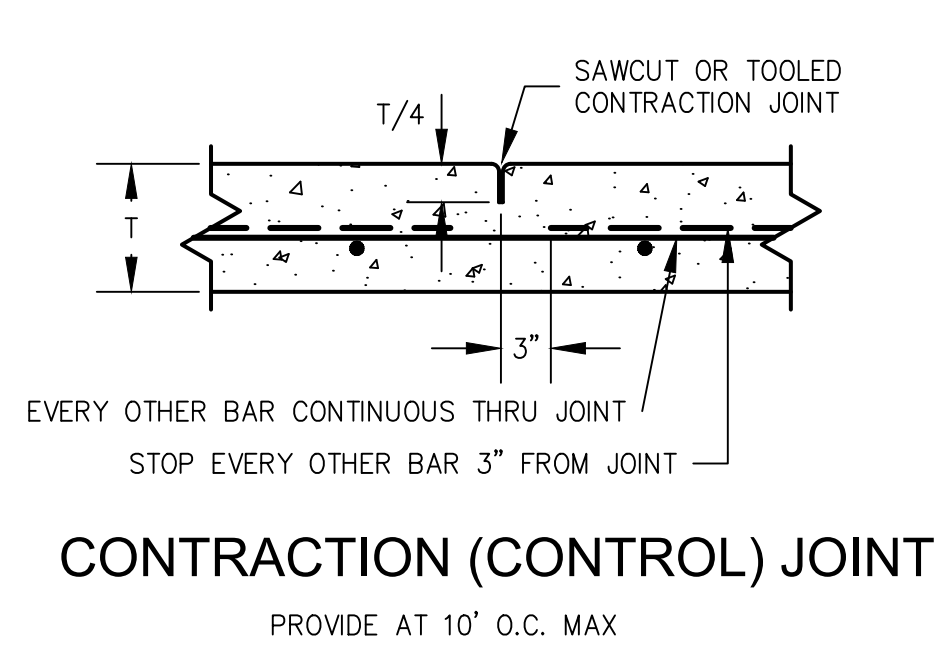
12/30/2020	100% SUBMITTAL	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET TITLE:	TITLE SHEET	PROJECT NO. 2071.17
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE: HIGHLAND OTIS PARK IMPROVEMENTS	SHEET NO. C0.1
SCALE: NONE	APPROVED BY:  NISHA PATEL, CITY ENGINEER EXPIRATION DATE: 6-30-22	DATE: 7-12-21 R.C.E. No.: RCE 72491 DWG FILE NO. 2071.17



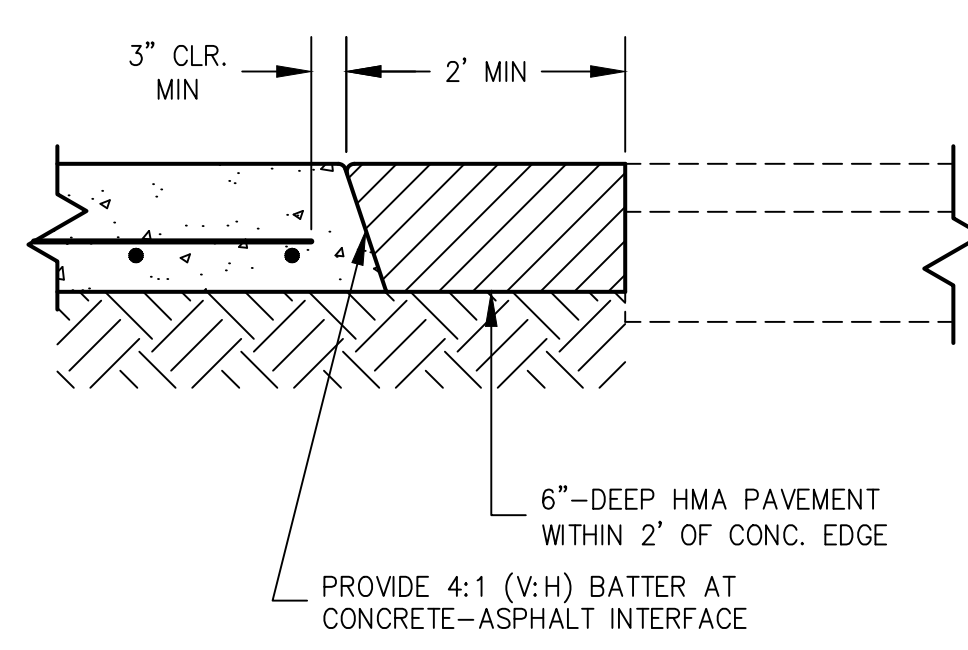
811 Know what's below. Call before you dig.



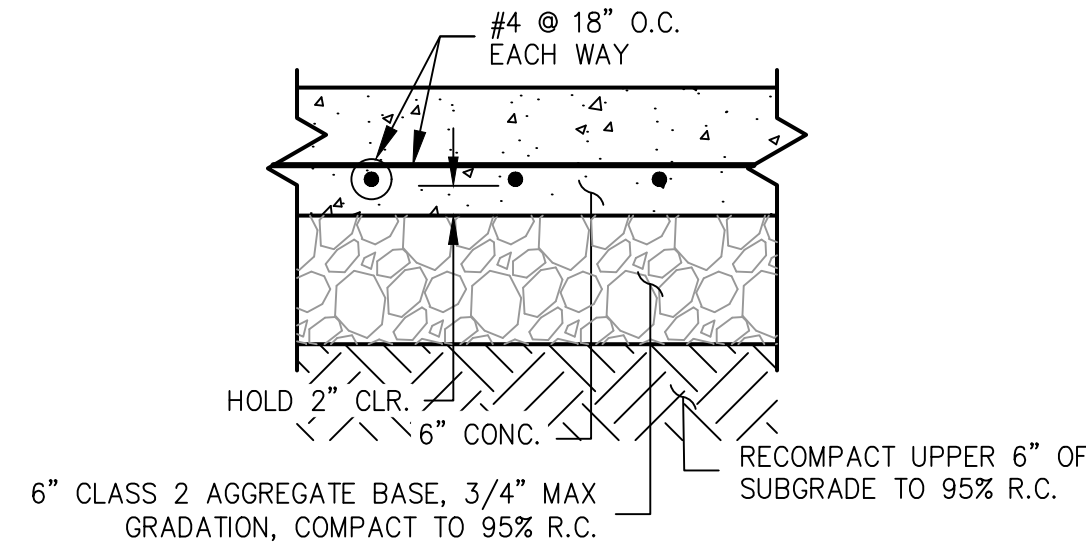
CONSTRUCTION JOINT



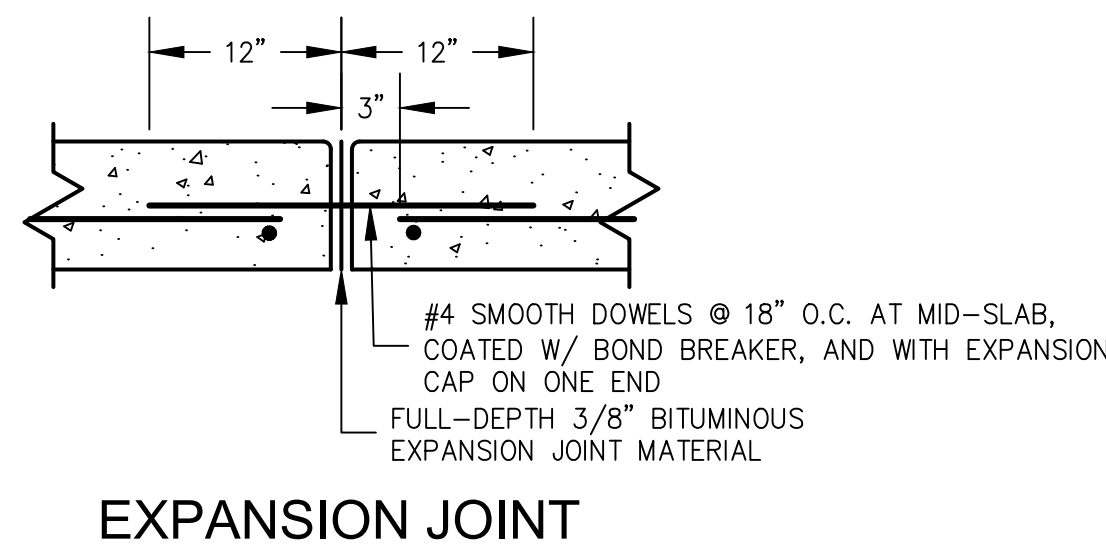
CONTRACTION (CONTROL) JOINT



HMA PAVING EDGE

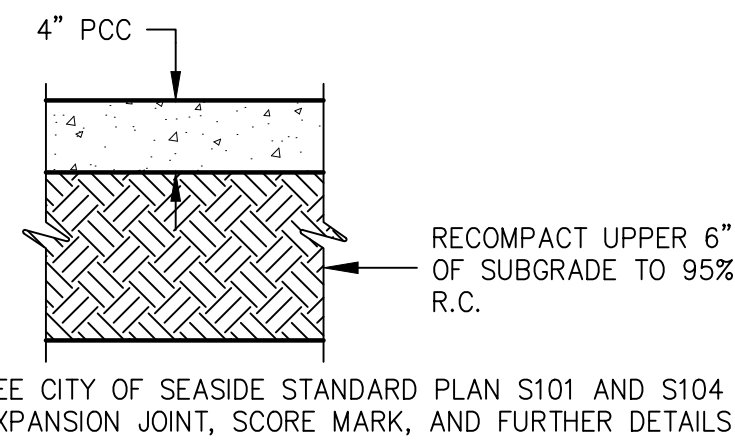


TYPICAL SECTION

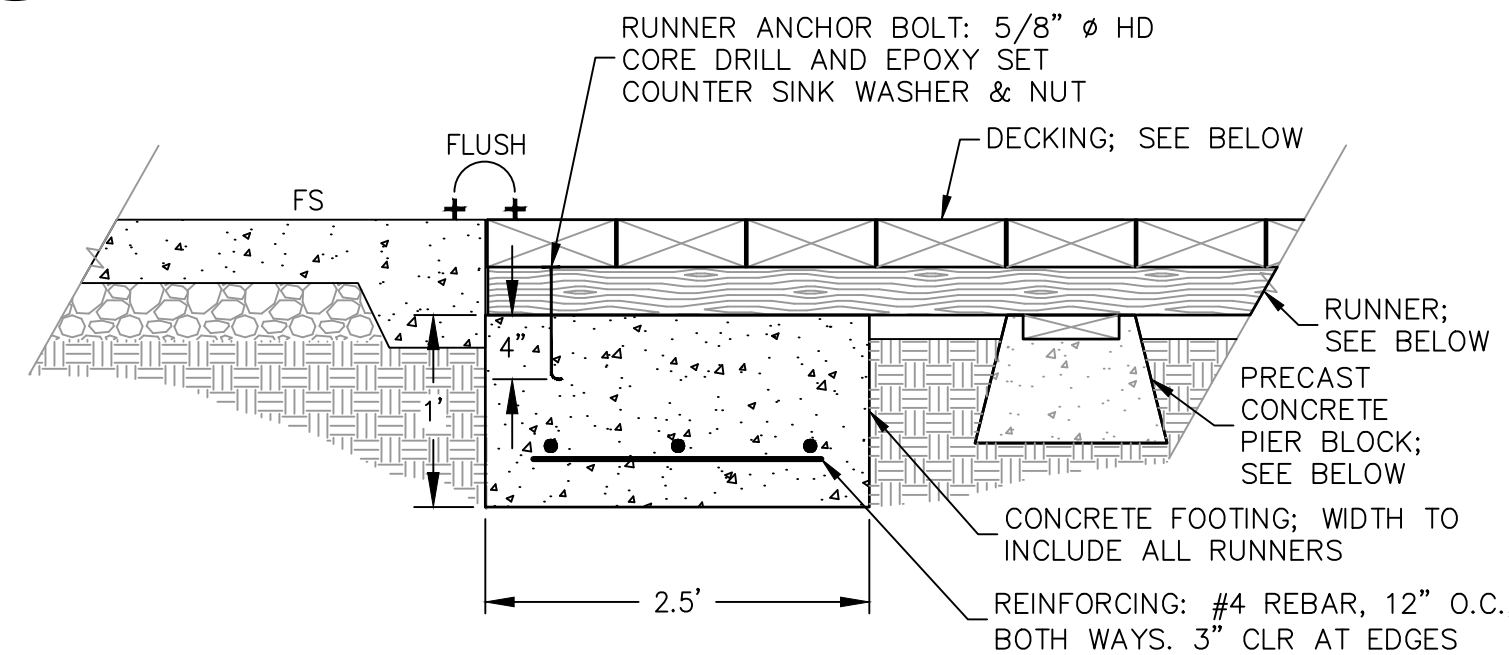


EXPANSION JOINT

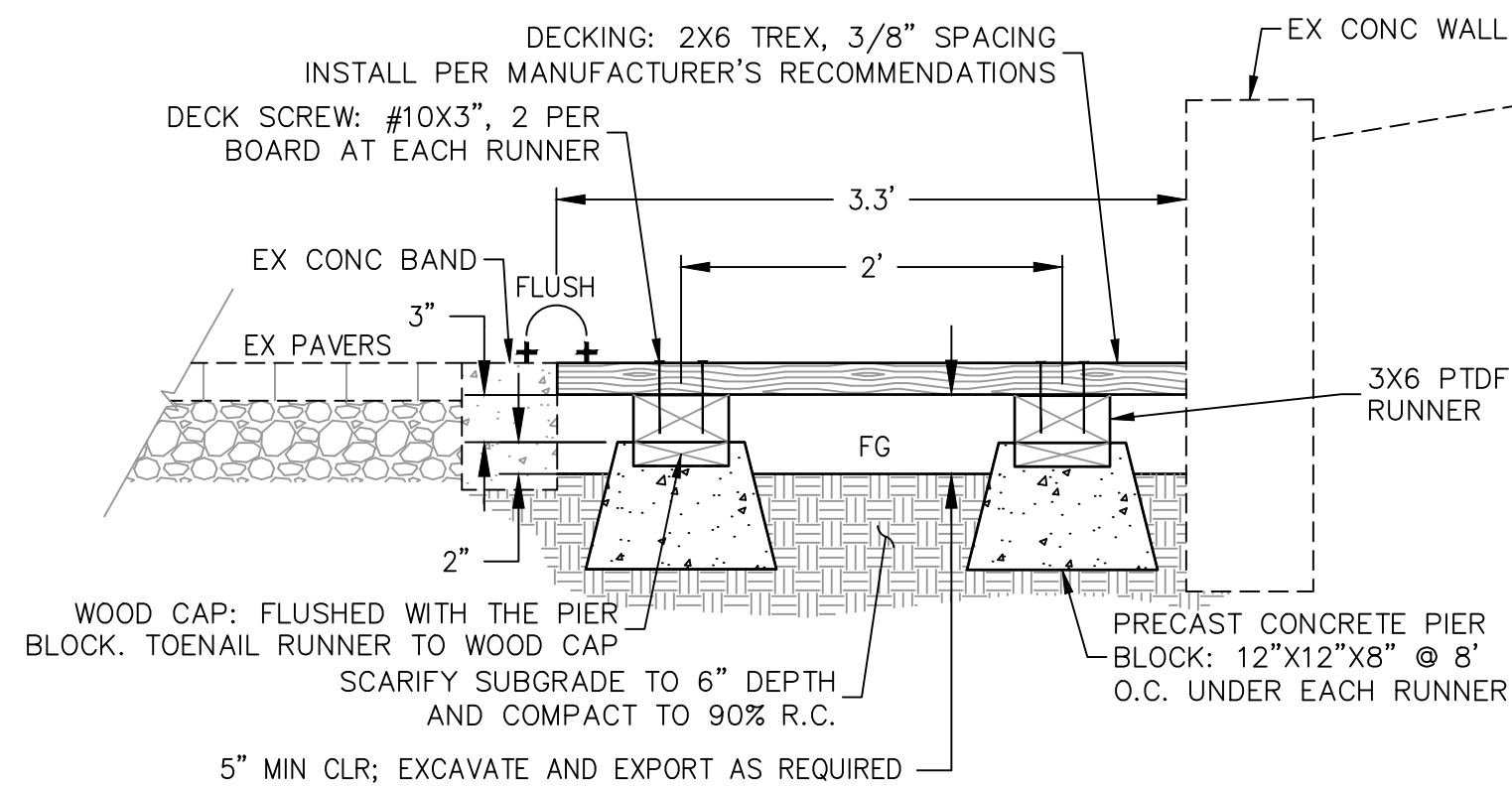
1 CONCRETE VEHICULAR PAVEMENT
SCALE: NONE



2 CONCRETE PEDESTRIAN PAVEMENT
SCALE: NONE



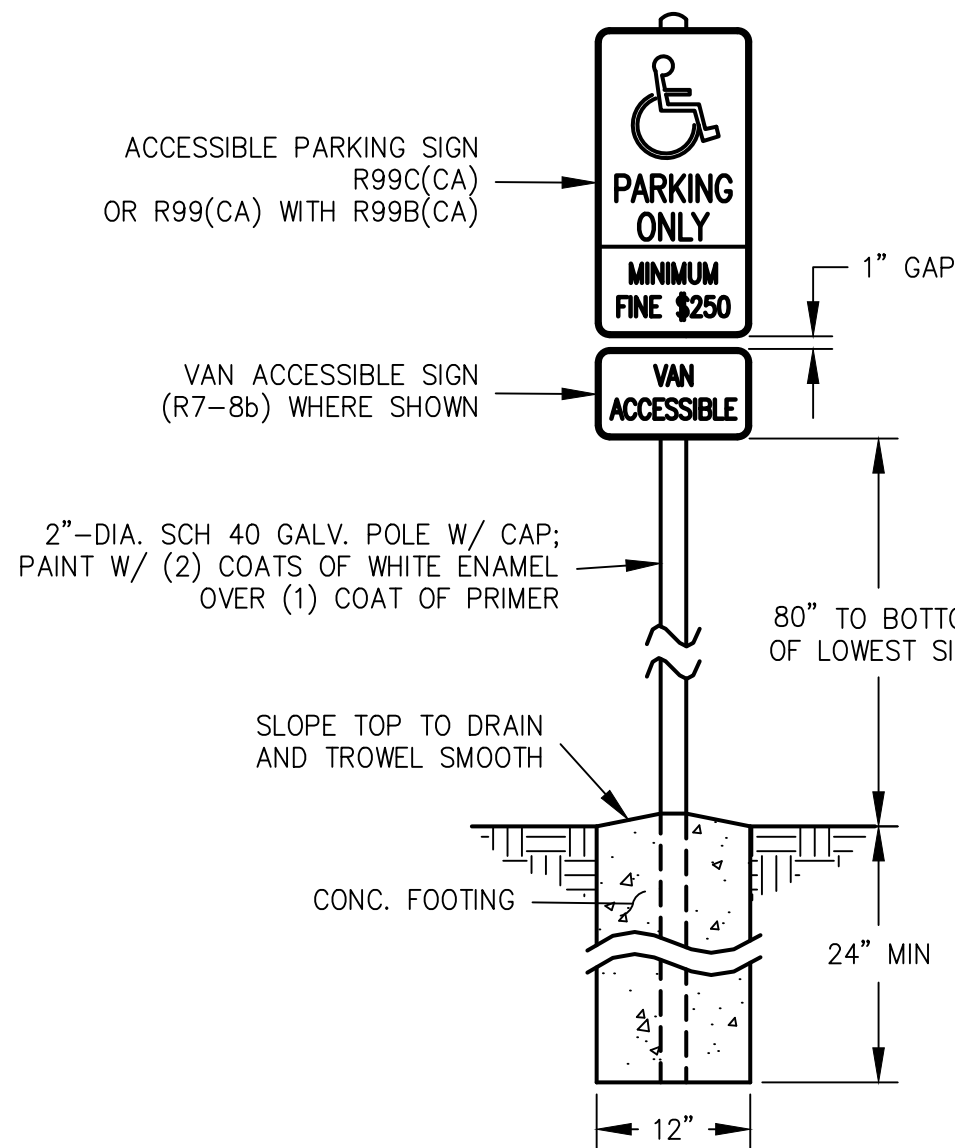
END CONNECTION



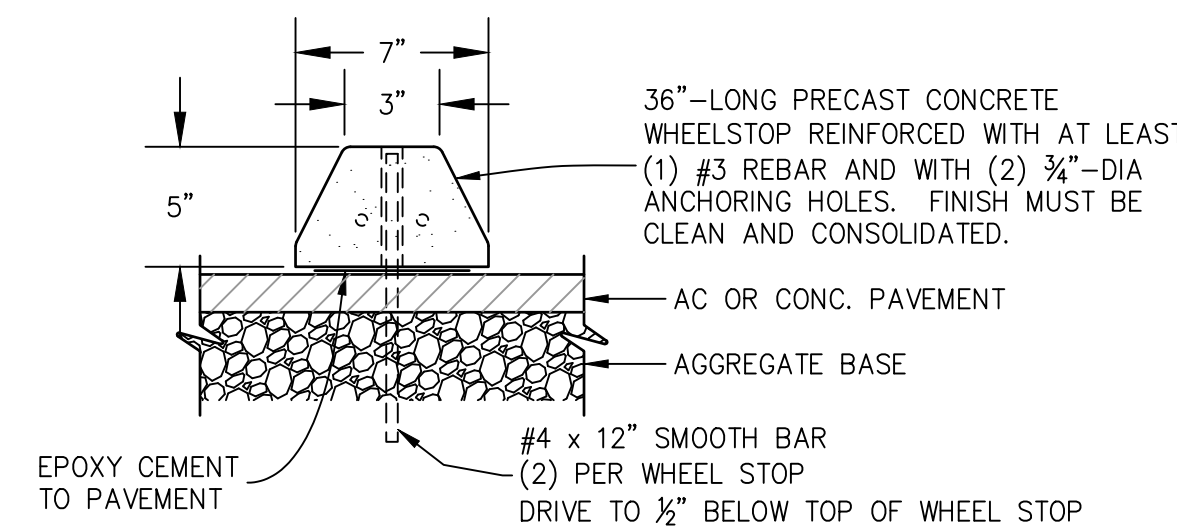
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3 TREX BOARDWALK
SCALE: NONE

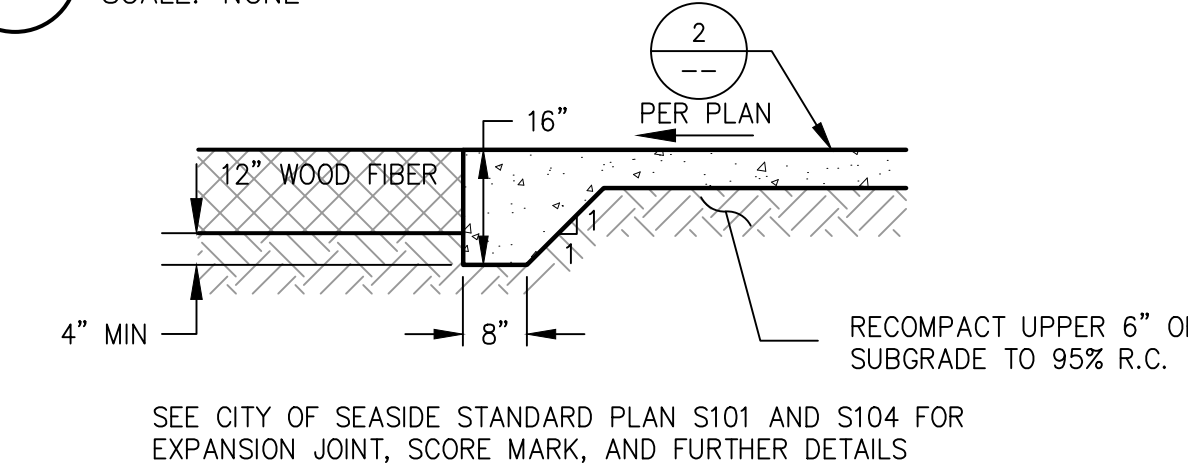
4 SIGNAGE
SCALE: NONE



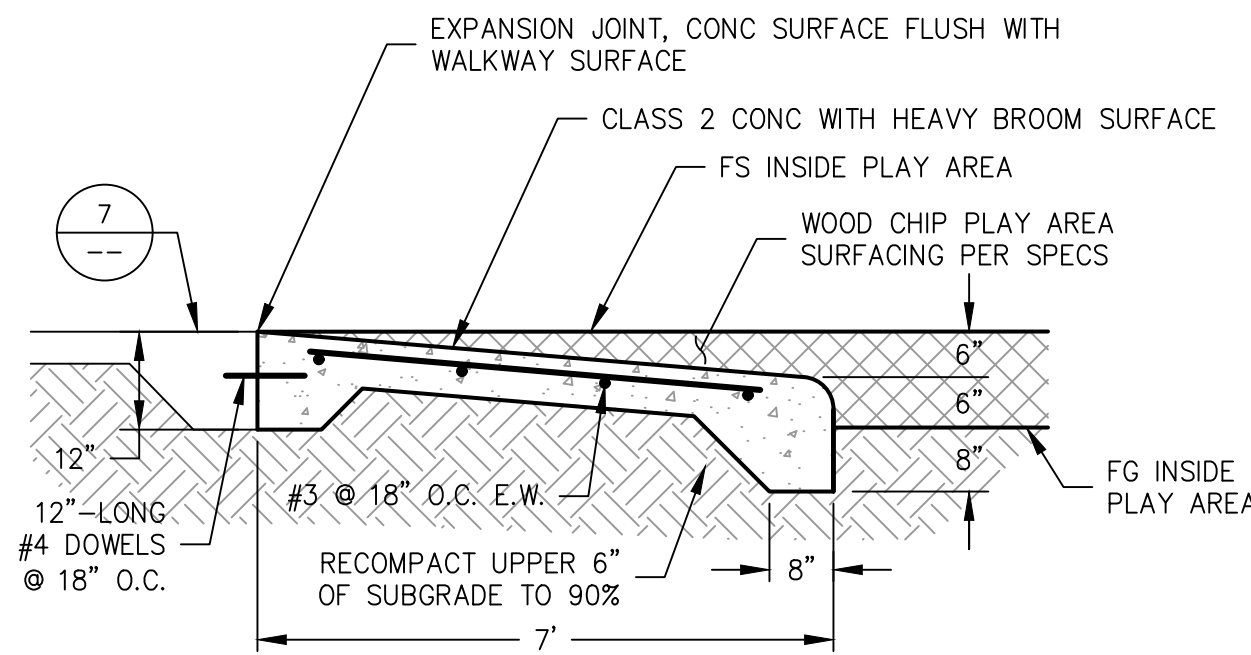
5 WHEEL STOP
SCALE: NONE



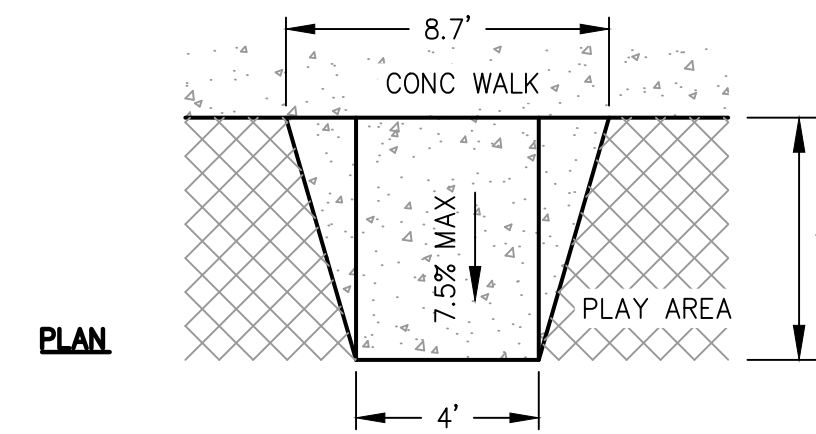
6 CONCRETE CURB
SCALE: NONE



7 THICKENED CONCRETE EDGE
SCALE: NONE



SECTION



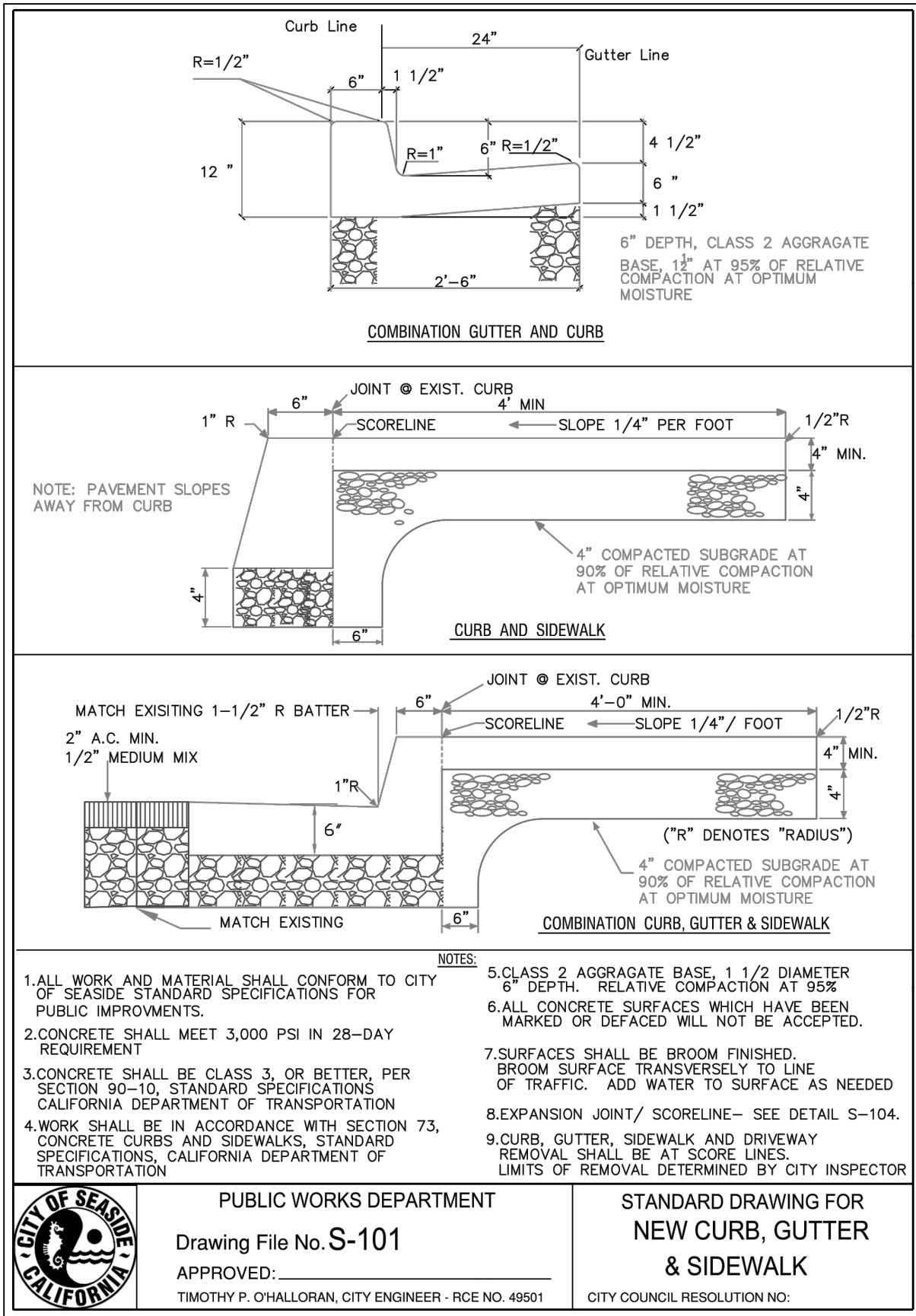
PLAN

8 CONCRETE RAMP TO PLAY AREA
SCALE: NONE

0 1 2 3 INCHES



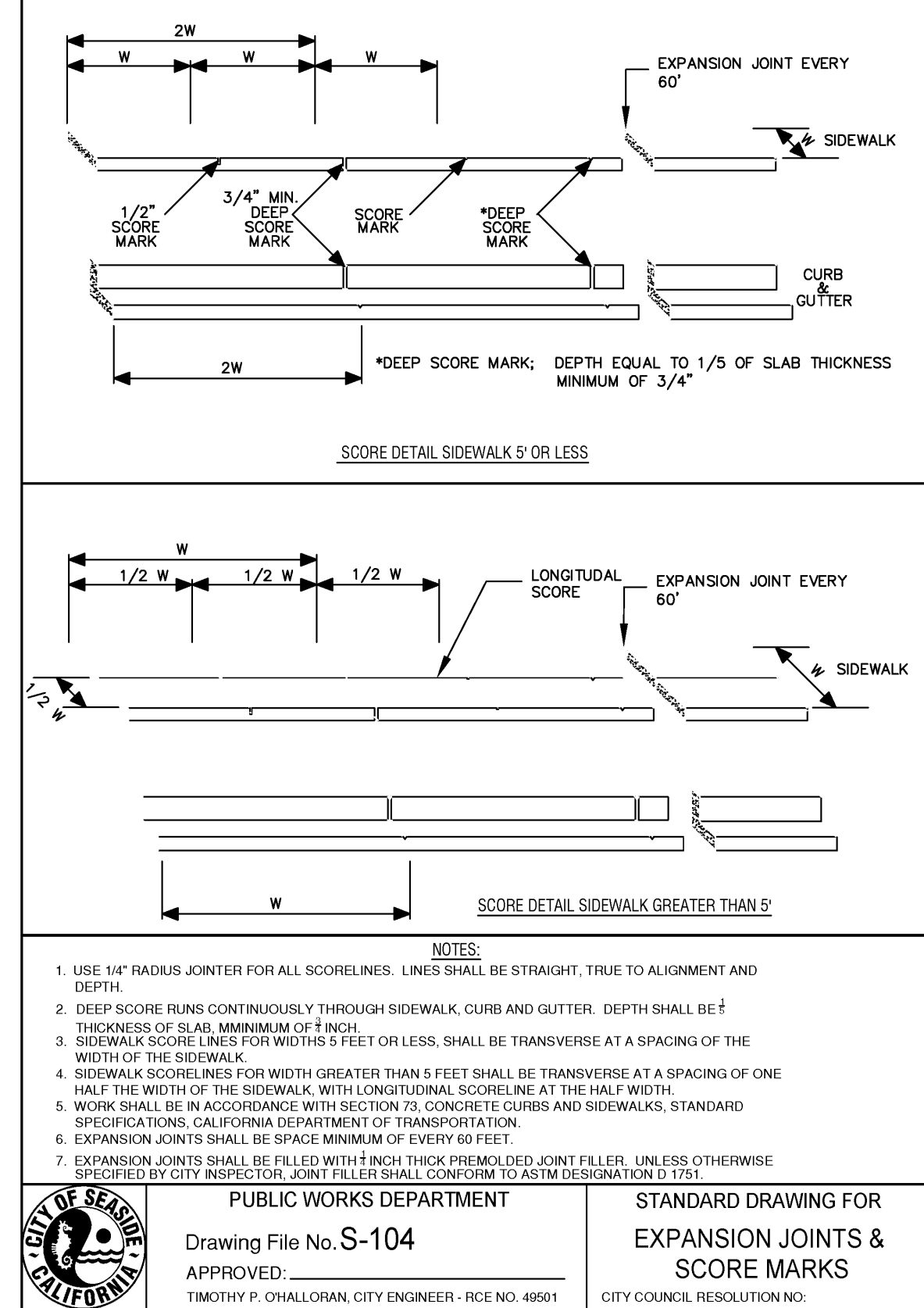
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CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825		
SHEET TITLE:	CIVIL DETAILS	PROJECT NO. 2071.17
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE: HIGHLAND OTIS PARK IMPROVEMENTS	SHEET NO.
SCALE: NONE		C0.2
		DWG FILE NO. 2071.17



WHERE SIDEWALK IS TO BE CONSTRUCTED IN CONJUNCTION WITH CURB AND GUTTER, THEY SHALL BE POURED MONOLITHICALLY.

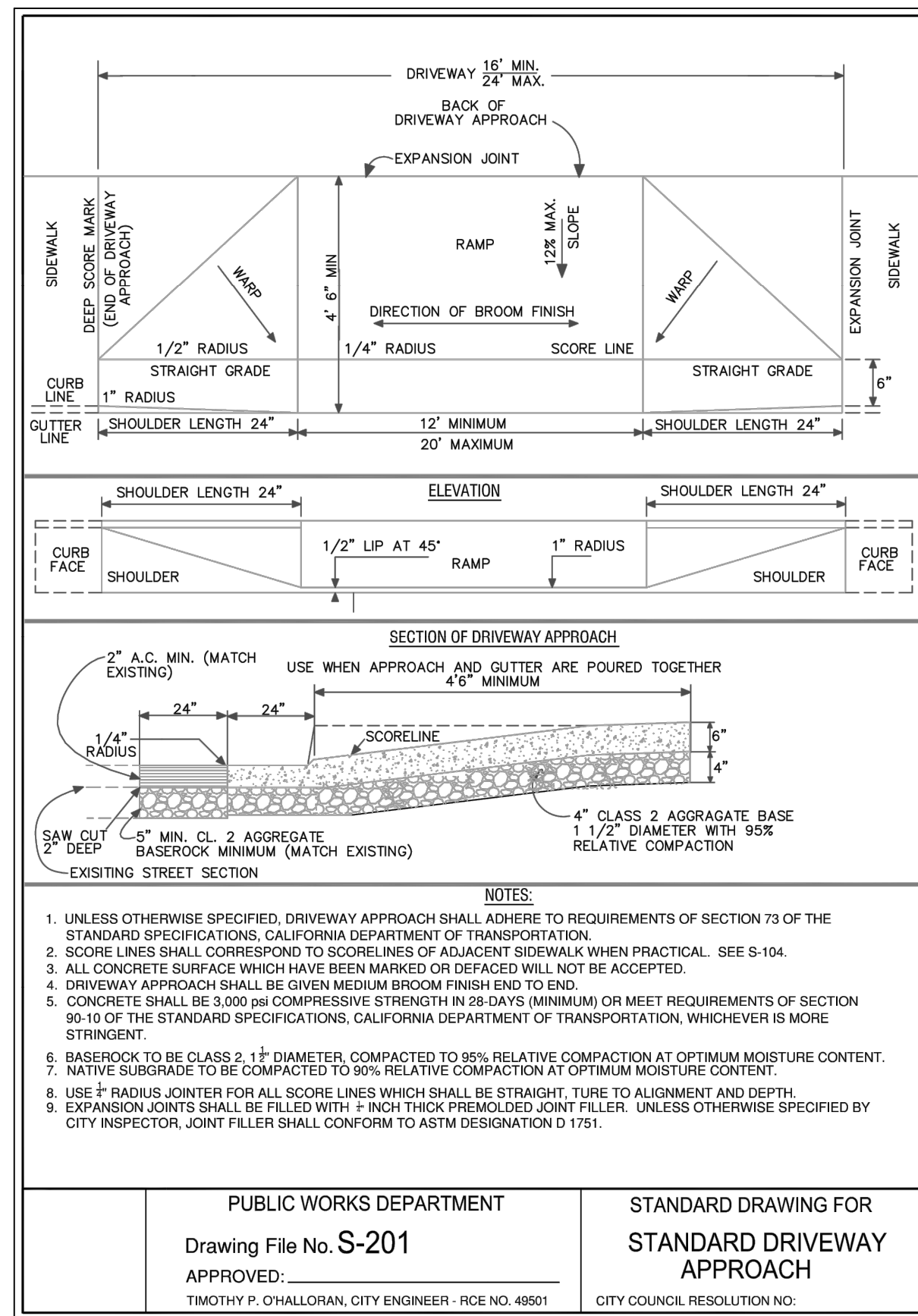
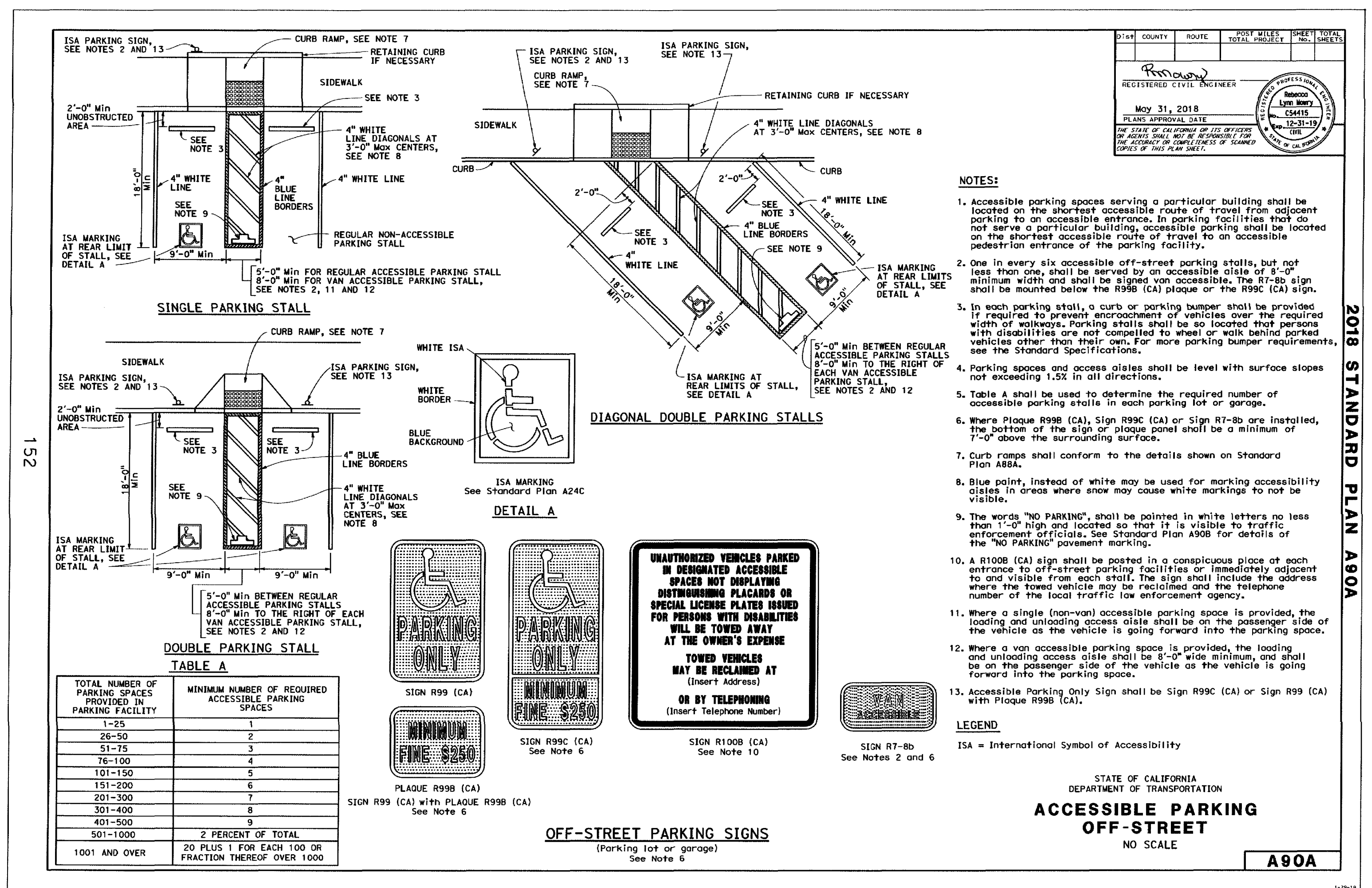
S-101 CURB, GUTTER AND SIDEWALK

NOT TO SCALE



S-104 EXPANSION JOINTS AND SCORE MARKS

NOT TO SCALE



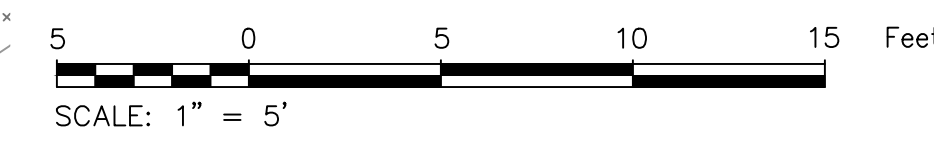
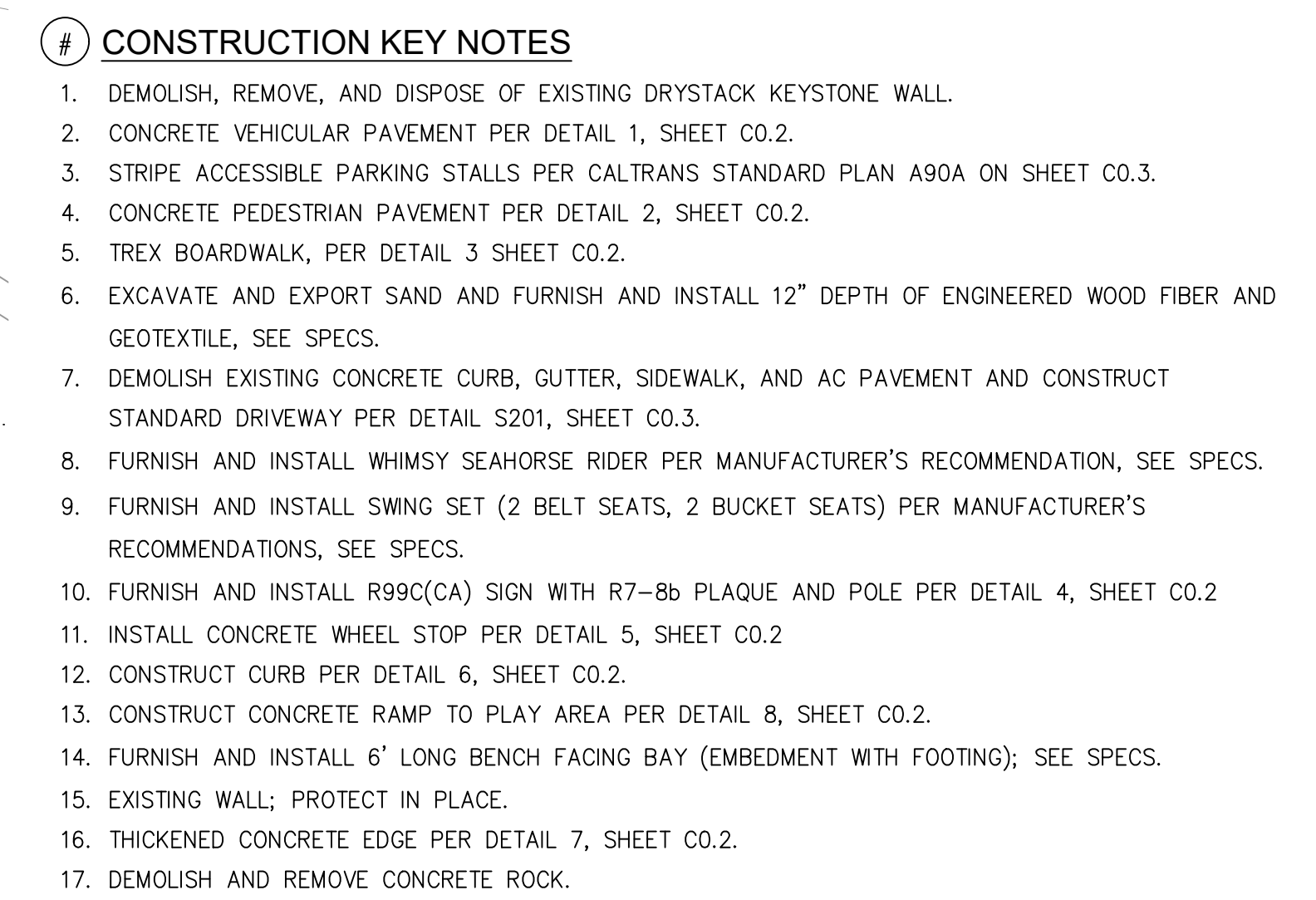
S-201 STANDARD DRIVEWAY APPROACH

NOT TO SCALE

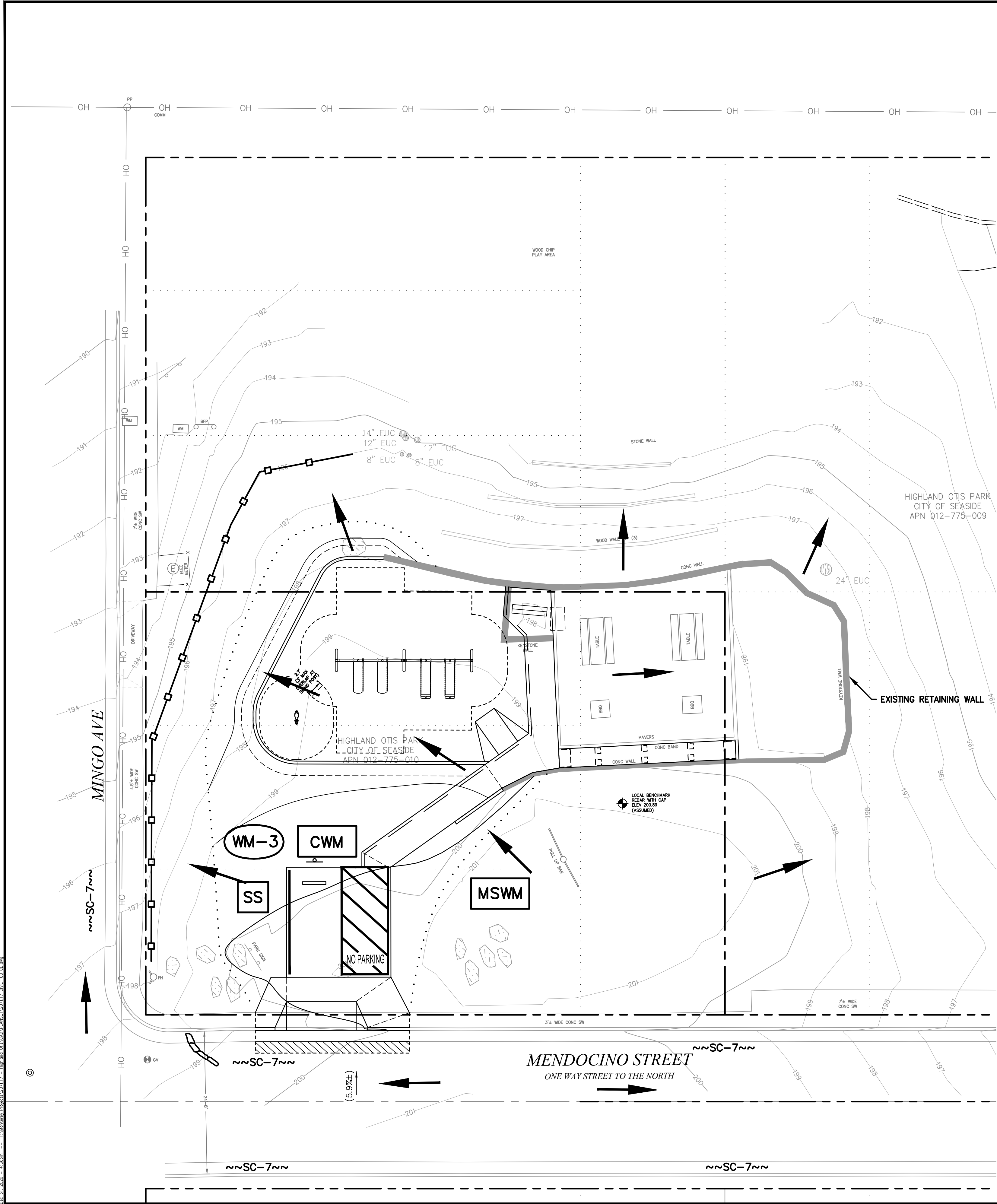
0 1 2 3 INCHES



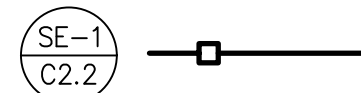
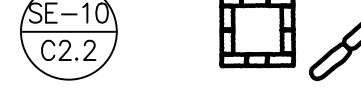
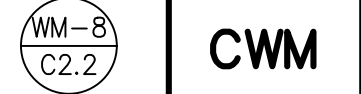
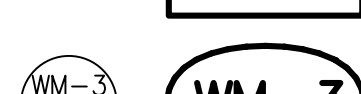
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DATE	REVISIONS		
CITY OF SEASIDE	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825		
SHEET TITLE: CITY DETAILS AND CALTRANS STANDARD PLANS	PROJECT NO. 2071.17		
PROJECT TITLE: HIGHLAND OTIS PARK IMPROVEMENTS	SHEET NO.		
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	C0.3		
SCALE: NONE	DWG FILE NO. 2071.17		



12/30/2020	100% SUBMITTAL		
DATE	REVISIONS		
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825		
	SHEET TITLE:	PROJECT NO.	
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1" = 5'		2071.17	



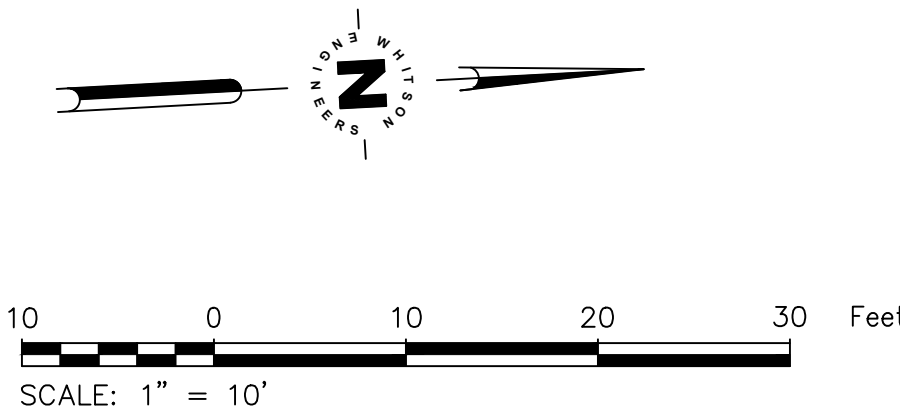
LEGEND

SYMBOL	CALTRANS BMP #	CALTRANS STD. PLAN	DESCRIPTION
	SC-1	T51, T60	LINEAR SEDIMENT BARRIER
	SC-7	-	STREET SWEEPING
	SC-10	-	INLET PROTECTION AND/OR GRAVEL BAG
	WM-8	T61, T62, T63, T64	CONCRETE WASTE MANAGEMENT (WASHOUT) AREA
	WM-1	-	MATERIAL STORAGE AND WASTE MANAGEMENT AREA
	WM-3	T53	TEMPORARY STOCKPILES
	WM-9	-	SANITARY FACILITIES
	-	-	DIRECTION OF DRAINAGE
	TC-1, TC-3	T58	STABILIZED CONSTRUCTION ENTRANCE/EXIT OR TIRE WASH

STORM WATER DATA

NEW IMPERVIOUS AREA:	540 SF
REPLACED IMPERVIOUS AREA:	200 SF
TOTAL NEW & REPLACED IMPERVIOUS AREA:	740 SF

STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. R3-2013-0032 "POST CONSTRUCTION STORMWATER MANAGEMENT REQUIREMENTS FOR DEVELOPMENT PROJECTS IN THE CENTRAL COAST REGION" DOES NOT APPLY.



12/30/2020	100% SUBMITTAL	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: EROSION AND SEDIMENT CONTROL PLAN	PROJECT NO. 2071.17
	PROJECT TITLE: HIGHLAND OTIS PARK IMPROVEMENTS	SHEET NO. C2.1
SCALE: 1" = 10'		DWG FILE NO. 2071.17



WATER POLLUTION CONTROL PLAN

- ESTIMATED TOTAL DISTURBED AREA: 0.15 AC.
- BEST MANAGEMENT PRACTICES (BMPs) (MATERIALS AND THEIR INSTALLATION) SHALL CONFORM TO ONE OF THE FOLLOWING:
 - THE 2011 EDITION OF THE CALTRANS STORM WATER QUALITY HANDBOOK / CONSTRUCTION SITE BMP MANUAL. THE HANDBOOK MAY BE DOWNLOADED FOR FREE AT http://www.dot.ca.gov/hq/construc/stormwater/documents/SWPPP_Prep_ManualJune2011.pdf
 - THE 2011 EDITION OF THE CALIFORNIA STORMWATER BMP HANDBOOK PROMULGATED BY THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA). THE HANDBOOK MAY BE DOWNLOADED FOR A FEE FROM THE CASQA WEBSITE AT <http://www.cbmrphandbooks.com/>
- THE BMPs SHOWN ON THIS WATER POLLUTION CONTROL PLAN SHALL BE ADJUSTED OR SUPPLEMENTED AS REQUIRED TO PROTECT WATER QUALITY AND/OR AS DIRECTED BY THE ENGINEER OR JURISDICTION HAVING AUTHORITY.
- THIS PLAN IS INTENDED TO BE USED FOR INTERIM WATER POLLUTION CONTROL ONLY AND IS NOT TO BE USED FOR FINAL ELEVATIONS OR PERMANENT IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING BMPs PRIOR TO, DURING, AND AFTER STORM EVENTS, AND SHALL PROMPTLY CORRECT ANY DEFICIENCIES NOTED.
- ALL PAVED AREAS SHALL BE KEPT CLEAN OF SOIL AND DEBRIS. REGULAR STREET SWEEPING IS REQUIRED. ADDITIONAL STREET SWEEPING MAY BE REQUIRED BY THE ARCHITECT/ENGINEER OR JURISDICTION HAVING AUTHORITY.
- REASONABLE CARE SHALL BE TAKEN WHEN HAULING ANY EARTH, SAND, GRAVEL, STONE, DEBRIS, PAPER OR ANY OTHER SUBSTANCE OVER ANY PUBLIC STREET, ALLEY OR OTHER PUBLIC PLACE. ANY MATERIAL THAT IS TO BE HAULED OFF-SITE SHALL BE COVERED. SHOULD ANY BLOW, SPILL, OR TRACK OVER AND UPON SAID PUBLIC OR ADJACENT PRIVATE PROPERTY, IMMEDIATE REMEDY SHALL OCCUR.
- KEEP ADDITIONAL EROSION AND SEDIMENT CONTROL SUPPLIES ON SITE IN CASE IMMEDIATE REPAIRS OR MODIFICATIONS ARE REQUIRED. THESE SUPPLIES MAY INCLUDE ADDITIONAL Silt Fencing, FILTER FABRIC, HAY BALES, JUTE NETTING, BAGS AND TARPS.
- CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED. STATE AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT SHALL BE COMPLIED WITH.
- CONTRACTOR SHALL PROVIDE DUST CONTROL AS REQUIRED BY FEDERAL, STATE, AND LOCAL AGENCY REQUIREMENTS.
- PROVIDE TEMPORARY "EFFECTIVE SOIL COVER" ON ALL INACTIVE DISTURBED AREAS (AREAS WHICH HAVE NOT BEEN DISTURBED FOR AT LEAST 14 DAYS) PRIOR TO INSTALLATION OF FINAL LANDSCAPING, IF REQUIRED DUE TO PROJECT SCHEDULING.
- PROVIDE WIND EROSION CONTROL AT ALL TIMES IN ACCORDANCE WITH BEST MANAGEMENT PRACTICE WE-1.
- LIMIT THE USE OF PLASTIC MATERIALS WHEN MORE SUSTAINABLE, ENVIRONMENTALLY FRIENDLY ALTERNATIVES EXIST. WHERE PLASTIC MATERIALS ARE DEEMED NECESSARY, CONSIDER THE USE OF PLASTIC MATERIALS RESISTANT TO SOLAR DEGRADATION AND WHICH MAY BE RE-USED.
- ESTABLISH AND MAINTAIN EFFECTIVE PERIMETER CONTROLS AND STABILIZE ALL CONSTRUCTION ENTRANCES AND EXITS TO SUFFICIENTLY CONTROL EROSION AND SEDIMENT DISCHARGES FROM THE SITE.
 - PROVIDE Silt FENCE AT CONSTRUCTION SITE PERIMETER WHERE RUNOFF LEAVES THE CONSTRUCTION SITE.
 - PROVIDE INLET PROTECTION AT ALL DRAIN INLETS.

GENERAL REQUIREMENTS

- ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION. VEGETATION REMOVAL BETWEEN OCTOBER 15TH AND APRIL 15TH SHALL NOT PRECEDE SUBSEQUENT GRADING OR CONSTRUCTION ACTIVITIES BY MORE THAN 15 DAYS.
- THE FOLLOWING PROVISIONS SHALL APPLY BETWEEN OCTOBER 1 AND APRIL 30.
 - DISTURBED SURFACES NOT INVOLVED IN THE IMMEDIATE OPERATIONS MUST BE PROTECTED BY APPLYING STRAW MULCH AT 2000 LBS. PER ACRE AND ANCHORED BY TRACK-WALKING TO PREVENT MOVEMENT DURING WATER FLOW.
 - RUNOFF FROM THE SITE SHALL BE DETAINED OR FILTERED BY BERMS, VEGETATED FILTER STRIPS AND/OR CATCH BASINS TO PREVENT THE ESCAPE OF SEDIMENT FROM THE SITE. THESE DRAINAGE CONTROLS MUST BE MAINTAINED BY THE CONTRACTOR AS NECESSARY TO ACHIEVE THEIR PURPOSE THROUGHOUT THE LIFE OF THE PROJECT. SEE THIS SHEET FOR EROSION CONTROL PLAN AND EROSION CONTROL DETAILS.
 - EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH DAY'S WORK.
 - THE BUILDING INSPECTOR SHALL STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF HE DETERMINES THAT EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.
 - ALL SURFACES EXPOSED OR EXPECTED TO BE EXPOSED DURING GRADING ACTIVITIES SHALL BE PREPARED AND MAINTAINED THROUGH THE LENGTH OF THE ENTIRE PROJECT TO PROTECT AGAINST EROSION.
 - AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, WHEN HE OR HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY DUST FROM HIS OR HER SUBCONTRACTOR.

OBSERVATION AND MAINTENANCE

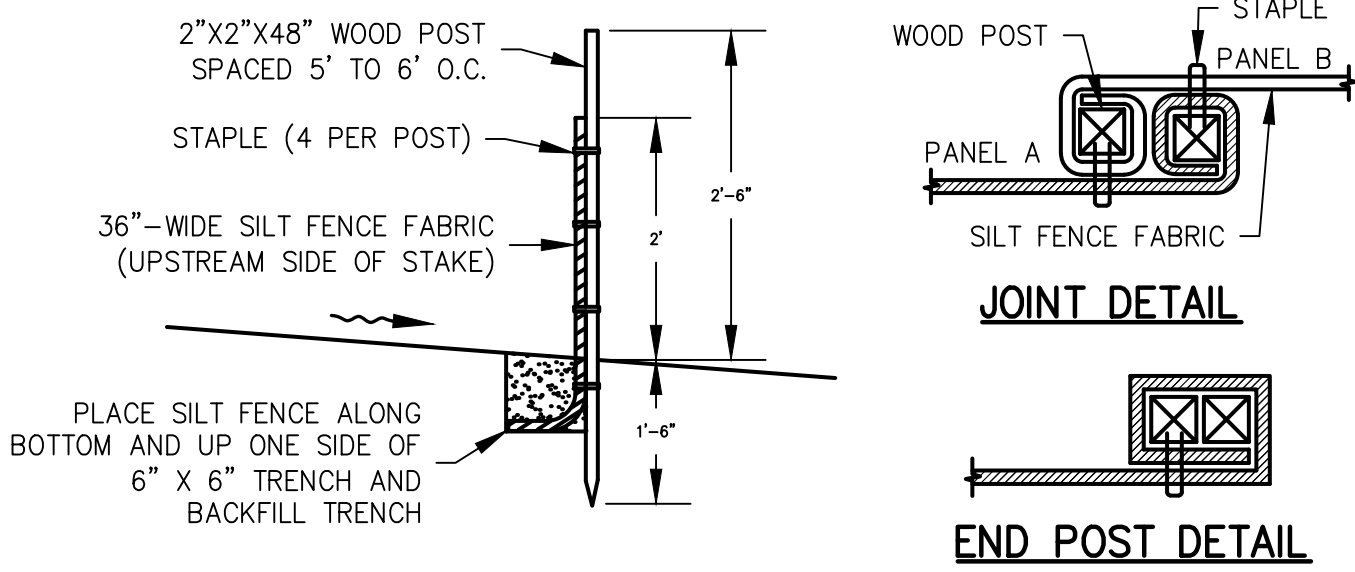
- VISUALLY OBSERVE AND MAINTAIN BEST MANAGEMENT PRACTICES (BMPs) AS FOLLOWS:
 - WEEKLY, AND
 - WITHIN 48 HOURS PRIOR TO EACH STORM EVENT, AND
 - WITHIN 48 HOURS AFTER EACH STORM EVENT.
 - DAILY DURING STORM EVENTS
- REPAIR DAMAGED BMPs WITHIN 48 HOURS OF OBSERVATION.
- SEDIMENT SHALL BE REMOVED FROM SEDIMENT CONTROL BMPs BEFORE SEDIMENT HAS ACCUMULATED TO A DEPTH OF ONE THIRD THE HEIGHT OF THE SEDIMENT BARRIER OR SUMP, IF NOT OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS OR BY THE BMP SUPPLIER OR MANUFACTURER.
- TRASH AND DEBRIS SHALL BE REMOVED FROM BMPs DURING SCHEDULED INSPECTIONS.
- REMOVED SEDIMENT SHALL BE PLACED AT AN APPROVED LOCATION AND IN SUCH A MANNER THAT IT WILL NOT ERODE, OR SHALL BE DISPOSED OF OFF-SITE.
- REPAIR RILLS AND GULLIES BY RE-GRADING AND THEN TRACKWALKING PERPENDICULAR TO THE SLOPE. PROVIDE TEMPORARY SOIL COVER IF NECESSARY.

NON-STORM WATER DISCHARGES

- NON-STORM WATER DISCHARGES INCLUDE A WIDE VARIETY OF SOURCES, INCLUDING IMPROPER DUMPING, SPILLS, OR LEAKAGE FROM STORAGE TANKS OR TRANSFER AREAS. NON-STORM WATER DISCHARGES MAY CONTRIBUTE SIGNIFICANT POLLUTANT LOADS TO RECEIVING WATERS, AND AS SUCH ARE PROHIBITED.
- MEASURES TO CONTROL SPILLS, LEAKAGE, AND DUMPING, AND TO PREVENT ILLICIT CONNECTIONS DURING CONSTRUCTION, MUST BE TAKEN.
- HOWEVER, CERTAIN NON-STORM WATER DISCHARGES MAY BE AUTHORIZED FOR THE COMPLETION OF CONSTRUCTION. AUTHORIZED NON-STORM WATER DISCHARGES MAY INCLUDE THOSE FROM DECHLORINATED POTABLE WATER SOURCES SUCH AS:
 - FIRE HYDRANT FLUSHING,
 - IRRIGATION OF VEGETATIVE EROSION CONTROL MEASURES,
 - PIPE FLUSHING AND TESTING,
 - WATER TO CONTROL DUST,
 - UNCONTAMINATED GROUND WATER FROM DEWATERING,
 - OTHER DISCHARGES NOT SUBJECT TO A SEPARATE GENERAL NPDES PERMIT ADOPTED BY A REGIONAL WATER BOARD.
- THE DISCHARGE OF NON-STORM WATER IS AUTHORIZED UNDER THE FOLLOWING CONDITIONS:
 - THE DISCHARGE DOES NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD
 - THE DISCHARGE DOES NOT VIOLATE ANY OTHER PROVISION OF THE GENERAL PERMIT
 - THE DISCHARGE IS NOT PROHIBITED BY THE APPLICABLE BASIN PLAN
 - THE DISCHARGER HAS INCLUDED AND IMPLEMENTED SPECIFIC BMPs REQUIRED BY THE GENERAL PERMIT TO PREVENT OR REDUCE THE CONTACT OF THE NONSTORM WATER DISCHARGE WITH CONSTRUCTION MATERIALS OR EQUIPMENT
 - THE DISCHARGE DOES NOT CONTAIN TOXIC CONSTITUENTS IN TOXIC AMOUNTS OR (OTHER) SIGNIFICANT QUANTITIES OF POLLUTANTS
 - THE DISCHARGE IS MONITORED
- IF ANY OF THE ABOVE CONDITIONS ARE NOT SATISFIED, THE DISCHARGE IS NOT AUTHORIZED.

EMPLOYEE TRAINING

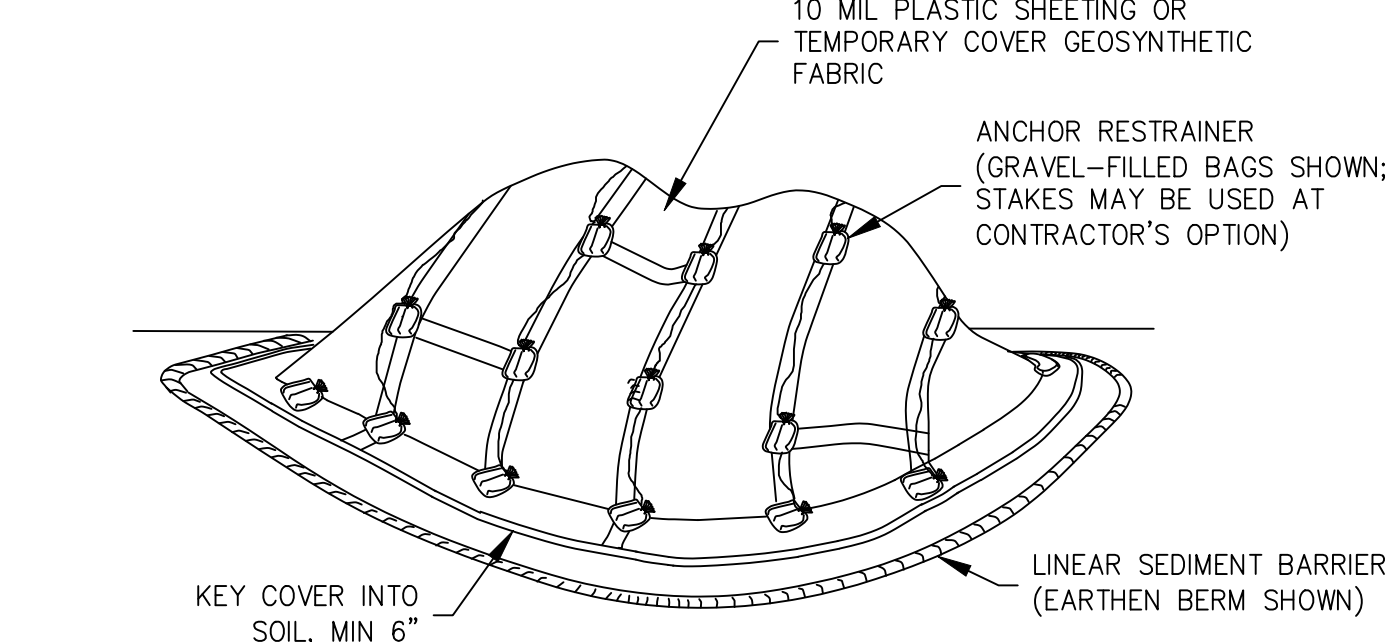
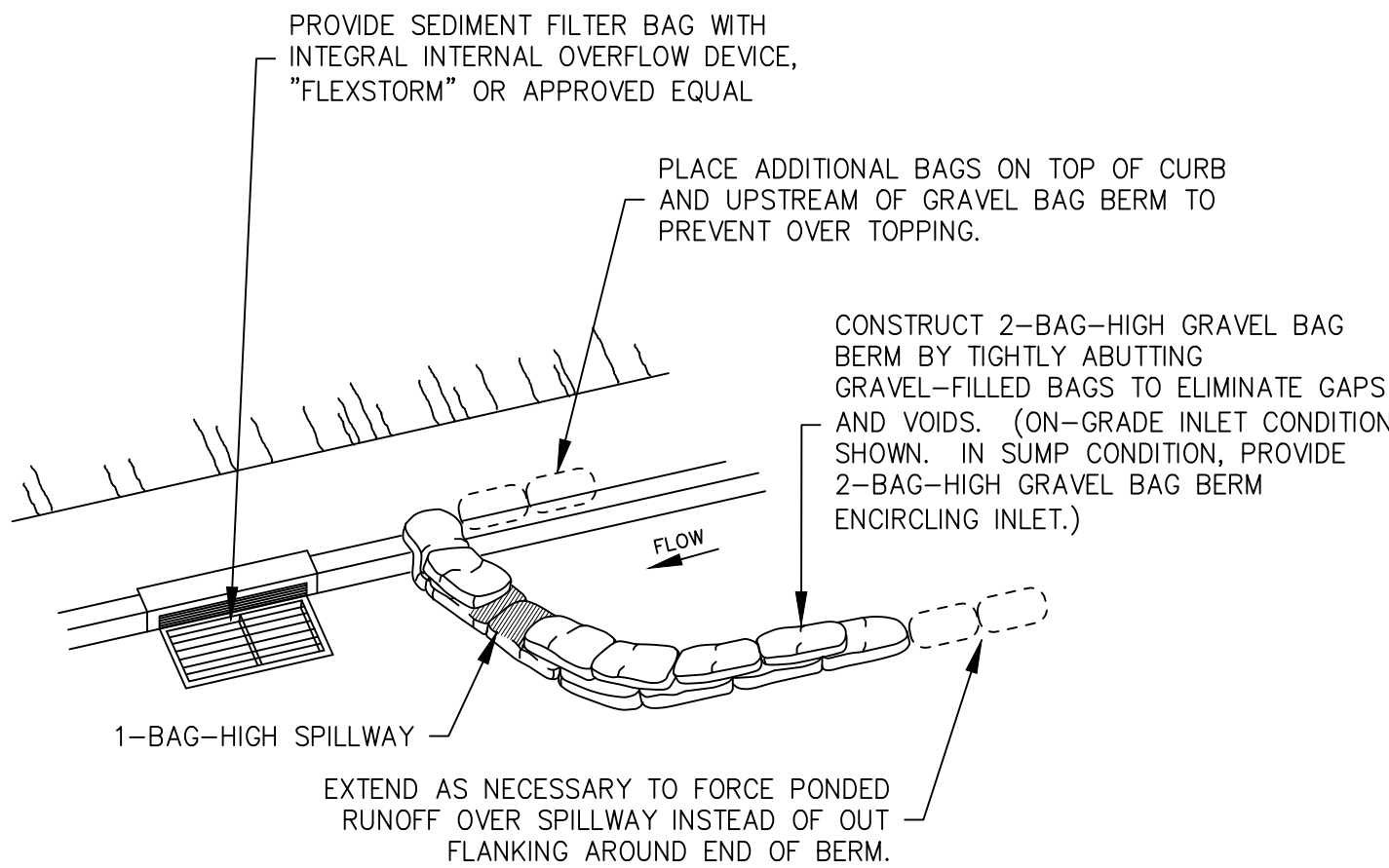
- STORM WATER POLLUTION PREVENTION TRAINING SHALL BE PROVIDED AT THE BEGINNING OF CONSTRUCTION AND REGULARLY DURING CONSTRUCTION FOR ALL EMPLOYEES WORKING ON THE JOB SITE. TRAINING SHALL BE PROVIDED BY THE CONTRACTOR'S WATER POLLUTION CONTROL MANAGER. TOPICS SHALL INCLUDE, BUT ARE NOT LIMITED TO:
 - SPILL PREVENTION AND RESPONSE;
 - LOCATIONS AND FUNCTIONS OF SEDIMENT/EROSION CONTROL DEVICES;
 - GOOD HOUSEKEEPING;
 - FINES AND PENALTIES;
 - MATERIAL MANAGEMENT PRACTICES.



- NOTES:
- THE DOWNSTREAM END OF THE SILT FENCE SHALL HAVE THE LAST 8' ANGLED UP SLOPE TO PREVENT WATER FROM RUNNING AROUND THE END OF THE SILT FENCE
 - JOINT SECTIONS SHALL NOT BE PLACED AT SUMP LOCATIONS

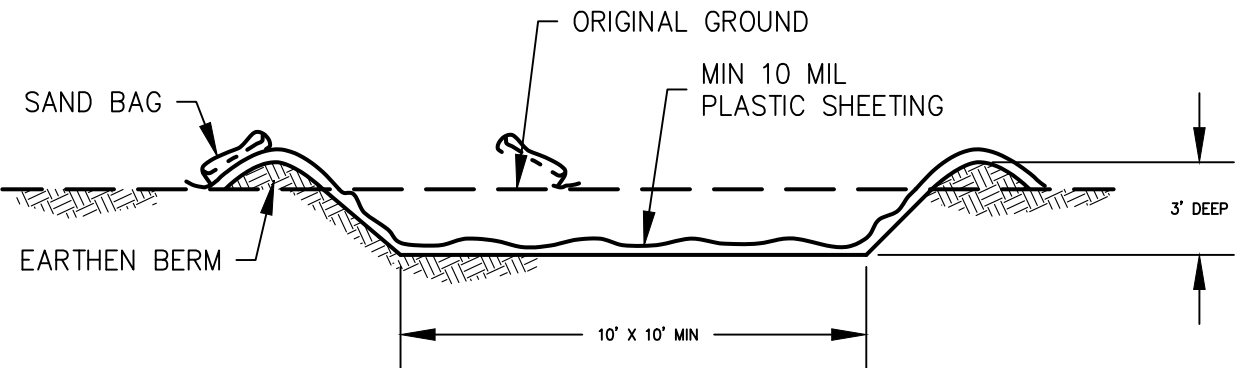
SE-1 TEMPORARY SILT FENCE

SCALE: NONE



WM-3 TEMPORARY COVER ON STOCKPILE

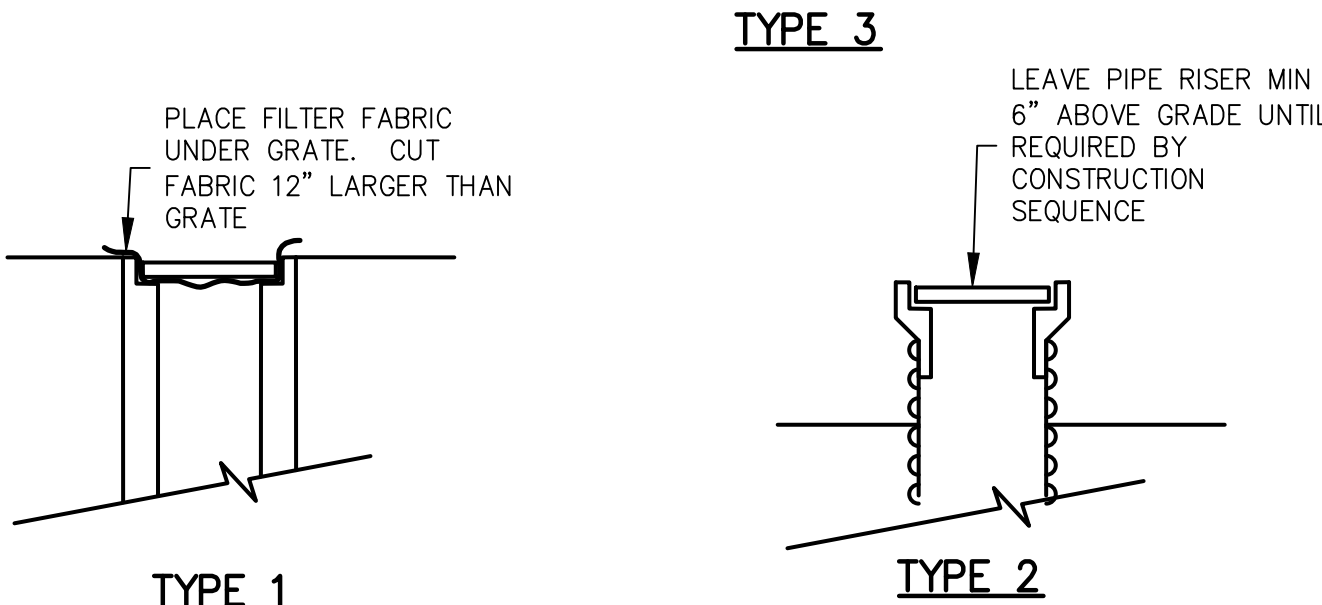
SCALE: NONE



- NOTES:
- AT CONTRACTOR'S OPTION, AN EQUIVALENT 10' X 10' X 2'-DEEP ABOVE-GRADE WASHOUT MAY BE CONSTRUCTED USING LUMBER OR HAY BALES.

WM-8 TEMPORARY CONCRETE WASHOUT FACILITY

SCALE: NONE



- NOTES:
- PROVIDE TYPE 1 INLET PROTECTION AT ALL INLETS IF OTHER TYPE NOT PROVIDED.
 - TYPE 2 INLET PROTECTION MAY BE PROVIDED IN LIEU OF TYPE 1 AT CONTRACTOR'S OPTION.
 - TYPE 3 INLET PROTECTION SHALL BE PROVIDED FOR ALL EXISTING AND PROPOSED PUBLIC STORM DRAIN INLETS, AND ANY PRIVATE INLETS WHICH ARE TO REMAIN IN SERVICE DURING CONSTRUCTION.

SE-10 STORM DRAIN INLET PROTECTION

SCALE: NONE

12/30/2020	100% SUBMITTAL	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93055 (831)-899-6825	
	SHEET TITLE: EROSION AND SEDIMENT CONTROL NOTES	PROJECT NO. 2071.17
	PROJECT TITLE: HIGHLAND OTIS PARK IMPROVEMENTS	SHEET NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		C2.2
SCALE: NONE		DWG FILE NO. 2071.17





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: August 19, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP
FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE HIGHLAND OTIS PARK IMPROVEMENT
PROJECT FOR AN AMOUNT NOT TO EXCEED \$25,500.00**

RECOMMENDATION

Adopt a resolution (Attachment 1) authorizing an amendment (Attachment 2) to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Highland Otis Park Improvements Project for an amount not to exceed \$25,500.00.

BACKGROUND

Highland Otis Park Improvements Project ("project") includes the removal of the existing dry stack keystone wall, demolition of the curb, gutter and sidewalk, clearing and grubbing, and excavation of sand for the play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of a driveway with an ADA parking stall, and construction of Trex boardwalk.

On June 28, 2021, The Wallace Group (Wallace) entered into a Professional Services Agreement with the City for project management bidding services for the Highland Otis Park Improvements Project in the amount of \$18,000.00. Wallace prepared the bid documents, held a pre-bid meeting, prepared addendums, and summarized the bids.

The project was released for construction bids on July 15, 2021, and bids were opened on August 9, 2021. The lowest responsive and responsible bid was from The Don

Chapin Company Inc. , and the award of a construction agreement with the contractor is being considered at this August 19th Council Meeting. Construction is expected to start in late September.

The project is scheduled to take 30 days to complete and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at this time. At the request of the City, Wallace submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout.

Staff recommends adopting a Resolution authorizing the City Manager to execute an Amendment with Wallace Group for an amount not to exceed \$25,500 for construction management and inspection services for the Highland Otis Park Improvements Project.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing park and involves negligible or no expansion of use.

FISCAL IMPACT

The Amendment for Wallace Group to perform construction management and inspection services is for a not to exceed amount of \$25,500.00. A 10% contingency, of \$2,550.00 for a total of \$28,050.00 is appropriate for construction management services.

The adopted fiscal year 2021/2022 budget for the Highland Otis Park Improvements is \$114,000.00. The project requires construction management and inspection services and design support during construction. Based upon the additional services necessary for the project and the construction contingencies, \$62,669.00 from the General Fund is needed to complete the project. If approved, this would result in a revised project budget of \$176,669.00. The appropriation and project budget amendment is being considered with the construction agreement approval item at this August 19th City Council Meeting.

ATTACHMENTS

1. Resolution
-

2. PSA Amendment 1

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HIGHLAND OTIS PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$25,500

WHEREAS, the Highland Otis Park Improvements Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on August 19, 2021, there is an item for City Council to approve amending the 2021/2022 adopted Project budget (342-8910-9544) to \$176,669 to fully fund all the services necessary to complete construction of the Project.

WHEREAS, Wallace Group (Wallace) is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, on June 28, 2021, the City approved a Professional Services Agreement with Wallace in the amount of \$18,000 to perform project management bidding services for the Highland Otis Park Improvements Project; and

WHEREAS, the project bidding documents were releases for construction bids on July 15, 2021 and bids were opened on August 9, 2021; and

WHEREAS, The Don Chapin Company was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the city does not have the resources to support this project; and

WHEREAS, Wallace submitted a proposal to perform construction support and inspection services for the Highland Otis Park Improvements Project from pre-construction through project closeout in the amount of \$25,500; and

WHEREAS, Staff has determined the proposed scope fo work and budget a re reasonable and within the approved budget; and

WHEREAS, a 10% contingency is appropriate for this project.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Highland Otis Park Improvements Project for an amount not to exceed \$25,500 and written amendments such that the total amendment does not exceed \$28,050.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th day of August, 2021 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: August 19, 2021

Change Requested by: X City/District Consultant

Contract Date

Project Name

 06/28/2021

 Highland Otis Park Project Management Services

To (Consultant): The Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

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

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

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

Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 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 and A1.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A and A1 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$18,000	\$0.00	\$25,500	\$43,500
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	0	June, 30, 2022

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	08/16/21
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Michael Brennan Director, Construction Management	8/13/21
Signature	Name and Title	Date

CONTRACT AMENDMENT

Project Name: Highland Park Project Management	CA No. 1
Client Name: City of Seaside	Project/Phase No. 1284-00018
Attention: Nisha Patel	Date: August 6, 2021
Address: 440 Harcourt Avenue, Seaside, CA 93955	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed June 28, 2021. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

PROJECT UNDERSTANDING / APPROACH

This project includes the construction management services for the demolition and installation of gutter and sidewalk, clearing and grubbing, and excavation of sand for play area. The project includes providing and installing new play equipment and wood fiber play area, site furnishings, paving, walks, curbs, construction of driveway and ADA parking stall, and construction of Trex boardwalk as shown in the plans prepared by Whitson Engineers. It is our understanding that the City of Seaside is looking for a construction management firm to manage the contract, daily operations and inspections for this project. This proposal is based upon 30 working day for substantial completion and an additional 15 working days for final completion.

SCOPE OF SERVICES

Wallace Group will be using Procore project management software to manage all documentation for this project. Procore will store and track all project plans, specification, RFIs, submittals, inspection reports, photos and all other project related documents. All of this information will be available to entire project team in real time.

Given the scope and nature of the project, we envision the following Scope of Services.

Task 1.0: PRE-CONSTRUCTION PHASE SERVICES

Wallace Group will provide pre-construction management services as outlined below. This task includes preparation and attendance of up to one (1) 3-hour meeting. We have included 8 hours of professional services to complete the work in Task 1.

Preconstruction Conference

- Schedule preconstruction conference after contract NTP
- Develop and distribute agenda prior to conference
- Attendees: Wallace Group CM Team, Contractor, City staff, and Whitson Engineers Design Team
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Safety/Traffic control
 - Public relations
 - Site access
 - Agreements
 - Labor compliance
 - Order of work
 - Testing and Materials certification
 - Weekly meetings

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294

www.wallacegroup.us



- Submittals and RFI's
- Quality control
- Procedures for handling extra work or change of conditions
- Schedule updates
- Progress pay requests
- Highlight any critical construction items specific to this project
- Record and distribute meeting minutes
- Establish tasks and due dates for outstanding items resulting from conference

Conformed Set Contract Documents

- Review and coordinate compilation of conformed set of plans and specification
- Include addendums, RFIs, Contractors bid proposal and contract
- Load and maintain conformed set in Procore, available for viewing and download

Submittal Processing

- Meet with Design Engineer to establish list of required submittals
- Establish due dates and schedule for submittals
- Develop submittal log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and ensure timely submittal review and approval

Task 2.0: CONSTRUCTION PHASE

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to six (6) 1-hour meetings. We have included 120 hours of professional services to complete the work in Task 2.

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, emergency services, utilities, adjacent property owners and residents and contractor
- Coordinate and schedule material testing technicians
- Conduct Weekly Progress meetings with Contractor, City staff and other involved entities
- Record and distribute meeting minutes
- Provide monthly progress report to City
- Coordinate with utility companies and City Staff throughout the project
- Communicate with property owners and tenants regarding schedule and concerns

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on any schedule changes and adjustments throughout the project
- Keep stakeholders informed of construction schedule
- Work with contractor to establish and maintain 3 week look ahead schedule

Submittal and Request For Information (RFI) Management

- Utilize Procore to track status of and distribute:
 - Shop drawings
 - Product samples
 - Submittals
 - RFIs
 - SWPPP



- Ensure all submittals are processed in a timely manner and available to all necessary project stakeholders
- Maintain electronic copies within Procore and hard copies as needed

Change Order Management

- Review and qualify Contractor-requested change orders
- Investigate proposed change orders, ensure City approval prior to work taking place
- Change order submittals will include the following supporting documentation
 - Inspections reports
 - Test reports
 - Drawings / sketches
 - Photographs
 - Dailey logs and reports
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Review and qualify contractors monthly quantity estimates for payment
- Keep track of extra quantity items
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign and recommend approval for payment to the City
- Collect daily truck and materials tickets as needed

Construction Observation/Inspection

- Provide daily on sight inspections and oversight
- Inspections and oversight to ensure compliance with design documents
- Record and report design modifications as needed

Site Documentation

- Take pre-construction photos and documentation
- Photos include
 - All existing conditions
 - Haul routes
 - Staging and laydown areas
 - Surrounding area potentially affect by project
- Maintain photos and documentation throughout the project
- All photos and documentation will be always maintained in Procore and available to the entire team

Quality Assurance and Materials Testing

- Schedule material sampling and testing in accordance with plans and specifications
- Sampling and testing will be in accordance with design documents
- Material Testing reports and log will be maintained in Procore

Reporting and Record Keeping

- All documentation, reporting and record keeping will be maintained within Procore, this system will ensure transparency and immediate access to all documentation throughout the project
- Files and record-keeping system will be in accordance with City and Caltrans policies and procedures
- Collect and Monitor Public Works Certified Payroll Reporting Forms submitted to DIR by Contractor
- These items will include but not limited to:



- Daily dairies
- Meeting minutes
- Correspondence
- Plan submittals
- Certificates of compliance
- Material testing
- Photo, CCO, Submittal logs
- Contract Change orders

Safety

- Contractor has sole responsibility for compliance with safety requirements
- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - Construction safety orders
 - Caltrans Safety Manual
 - Contractor safety plan
- Work with contractor to maintain and resolve any safety concerns on sight
- Advise City of any observed or unresolved deficiencies

Construction Progress Meetings

- Schedule and conduct project progress meetings
- Develop and distribute meeting agenda and minutes
- Facilitate the discussion and resolution of any project issues and ensure it is maintained in a manageable state
- Meeting will include
 - Project status
 - Schedule - 3 week look ahead
 - Stakeholder coordination
 - Safety
 - Testing and Inspections
 - Outstanding documentation or submittals
- Additional special meetings may be required to address special issues and conditions

Task 3.0: POST-CONSTRUCTION PHASE SERVICES

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to one (1) 1-hour meeting. We have included 11 hours of professional services to complete the work in Task 3.

Final Inspection and Punch List

- Inspect complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Schedule final walk through with City
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

Record Drawings

- Review and maintain record drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of record drawings

Project Closeout

- Prepare and submit final payment package to the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion



- Closeout documentation can will be delivered in both digital and hard copy format

Post Construction Deliverables:

- Furnish field record drawings to the design consultant for preparation of record drawings
- Perform final walk-throughs with the City and Contractor
- Prepare close out files as electronic copy in pdf format and deliver to the City following the completion and acceptance of the Project.

TO BE PROVIDED BY THE CLIENT

- Wage Compliance monitoring and reporting
- Landscape and/or irrigation design and testing
- Geotechnical Engineer and testing services
- Design Support Services
- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, either inhouse or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Professional engineering services
- Playground compliance (CPIS)
- ADA-compliance
- Construction surveys and staking.
- Coordination with utilities
- Preparation of record drawings

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☒ hourly (time & materials) \$25,500
- ☐ progress billing: \$
- ☐ not-to-exceed w/o authorization: \$5,000

Revision(s) will be invoiced as:

- ☐ increase to an item within the existing contract
- ☒ a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

A blue ink signature of Michael Brennan, consisting of a stylized, flowing script.

Michael Brennan
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Wallace Group Team Resource Estimate for the CM - HIGHLAND OTIS PARK IMPROVEMENTS

PHASE/TASK	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR CONSTRUCTION INSPECTOR	PW - SENIOR CONSTRUCTION INSPECTOR	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL
		HRS	HRS	HRS	Cost	HRS		COST \$
		RATE	\$228	\$147	\$165			
1	PRE-CONSTRUCTION	3	5		\$76	8	\$1,419	\$1,495
2	CONSTRUCTION	20		100	\$560	120	\$21,060	\$21,620
3	POST-CONSTRUCTION	3	3	5	\$271	11	\$1,950	\$2,221
	SUB-TOTALS	26	8	105	\$907	139		
	WALLACE GROUP LABOR COSTS	\$5,928	\$1,176	\$17,325				\$24,429
	WALLACE GROUP DIRECT COSTS							\$907
	SUBCONSULTANT DIRECT COSTS							
	DIRECT COSTS OVERHEAD @						15%	\$136.05
	TOTAL							\$25,472

Task Budgets may fluctuate within Overall Budget



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Trevin Barber, Assistant to the City Manager - Economic Development Director

DATE: August 19, 2021

SUBJECT: **ADOPT A RESOLUTION TO APPROPRIATE \$40,000.00 FROM FUND BALANCE (FUND 100) AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY & ASSOCIATES TO ASSIST WITH THE PREPARATION OF THE APPLICATION FOR MARINA COAST WATER DISTRICT'S LOCAL AGENCY FORMATION COMMISSION SERVICE AREA ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT FOR THE CAMPUS TOWN DEVELOPMENT IN THE AMOUNT NOT TO EXCEED \$40,000.00.**

RECOMMENDATION

Adopt a resolution appropriating \$40,000.00 and authorize the City Manager to execute a professional services agreement with Denise Duffy & Associates for \$40,000.00.

BACKGROUND

Brief History of Marina Coast Water District's Prior Annexation Attempt

In December of 2018 the Marina Coast Water District (District) submitted an application for the Ord Community Sphere of Influence Amendment and Annexation (Application) to the Monterey County Local Agency Formation Commission (Commission).

Geographically, the Application included the Campus Town Project (Campus Town). The Application was prepared for the District by Denise Duffy & Associates and Schaaf & Wheeler (Consultants). The District contracted with the Consultants to provide an extensive scope of work that essentially included the entirety of the task-items for the preparation and filing of the Application materials with the District and Commission. Denise Duffy & Associates was the lead consultant and prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment as well as all tasks necessary for

processing the application with the Commission. Shaaf and Wheeler supported Denise Duffy & Associates and the District by providing engineered maps and diagrams for the Application.

The original Application was challenged; a petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the District's action. A Settlement Agreement was then proposed that provided for the modification to the Application's project area (Modified Application) by excluding certain parcels and portions of certain parcels. The area removed includes some of the Campus Town Project parcels. As such, Campus Town is not fully annexed into the District's boundaries. The excluded parcels were re-designated for "future study area."

Importance of Campus Town Project for the City of Seaside

Over the last several years, the City of Seaside has spent a considerable amount of time and resources supporting the Project because of the multitude of economic benefits anticipated for the community. The Project is located on a portion of the former Fort Ord Army Base in Seaside, California, adjacent to California State University Monterey Bay. The Project would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres of land, through the adoption of the Campus Town Specific Plan and associated entitlements. With a direct impact of +/-751 new jobs at full build out, the project will bring a transformative amount of jobs and opportunities to Seaside residents. Further, the economic impact will help families avoid long commutes outside of town and allow them to spend more time with their families, creating a stronger and more equitable community for everyone.

Status of Campus Town Project

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB-Bakewell Seaside Venture II, LLC (Developer) for the development of Campus Town. The City has also completed and certified the Final Environmental Impact Report (the EIR) for the proposed development with the support from consultant Denise Duffy & Associates. And the City has obtained an application from the Developer, to implement the upgrades proposed in the Campus Town Specific Plan. The Developer has retained a civil engineering firm, Ruggeri-Jensen-Azar (RJA), that is preparing engineering documents for the proposed water and recycled water delivery and wastewater collection infrastructure. RJA has also prepared documents estimating the potable and recycled water demands. In order for the Project to proceed, it must now be annexed into a district in order to receive water, wastewater, and recycled water service.

ANALYSIS

At this time, the Development requires the preparation and filling of a new application to the Commission for annexation of water (both potable and recycled water) and wastewater collection services for Campus Town. It is staff's recommendation that the City of Seaside take the initiative to begin the application process as soon as possible to continue the momentum of developing Campus Town.

Staff has considered the task at hand extensively and has determined that Denise Duffy & Associates is uniquely qualified to assist the City with this effort. Note, Denise Duffy & Associates was the only consultant that prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment (which originally included Campus Town) as well as all tasks necessary for processing the District's original Application with the Commission. As such, Denise Duffy & Associates has the expertise and advanced, specialized knowledge related to lands in the former Fort Ord, related environmental impact reports, and previous annexation proposals. Staff believes that the consultant's expertise will save a considerable amount of time and resources in not having to duplicate work that has already been accomplished in the original Application and has determined to sole source the procurement. The City has requested and received a proposal from Denise Duffy & Associates to assist with the preparation of the application for Service Area Annexation and Sphere of Influence amendment.

Staff is recommending the City Council authorize the City Manager to execute a Professional Services Agreement with Denise Duffy & Associates in the amount of \$40,000.00 to assist the City of Seaside with the preparation of the application for Marina Coast Water Districts's Local Agency Formation Commission service area annexation and sphere of influence amendment for the campus town development in th amount not to exceed \$40,000.00.

FISCAL IMPACT

The fiscal impact will be \$40,000.00. Staff recommends the City Council authorize an appropriation of \$40,000.00 from General Fund Balance into the Economic Development account 100-7410-1030.

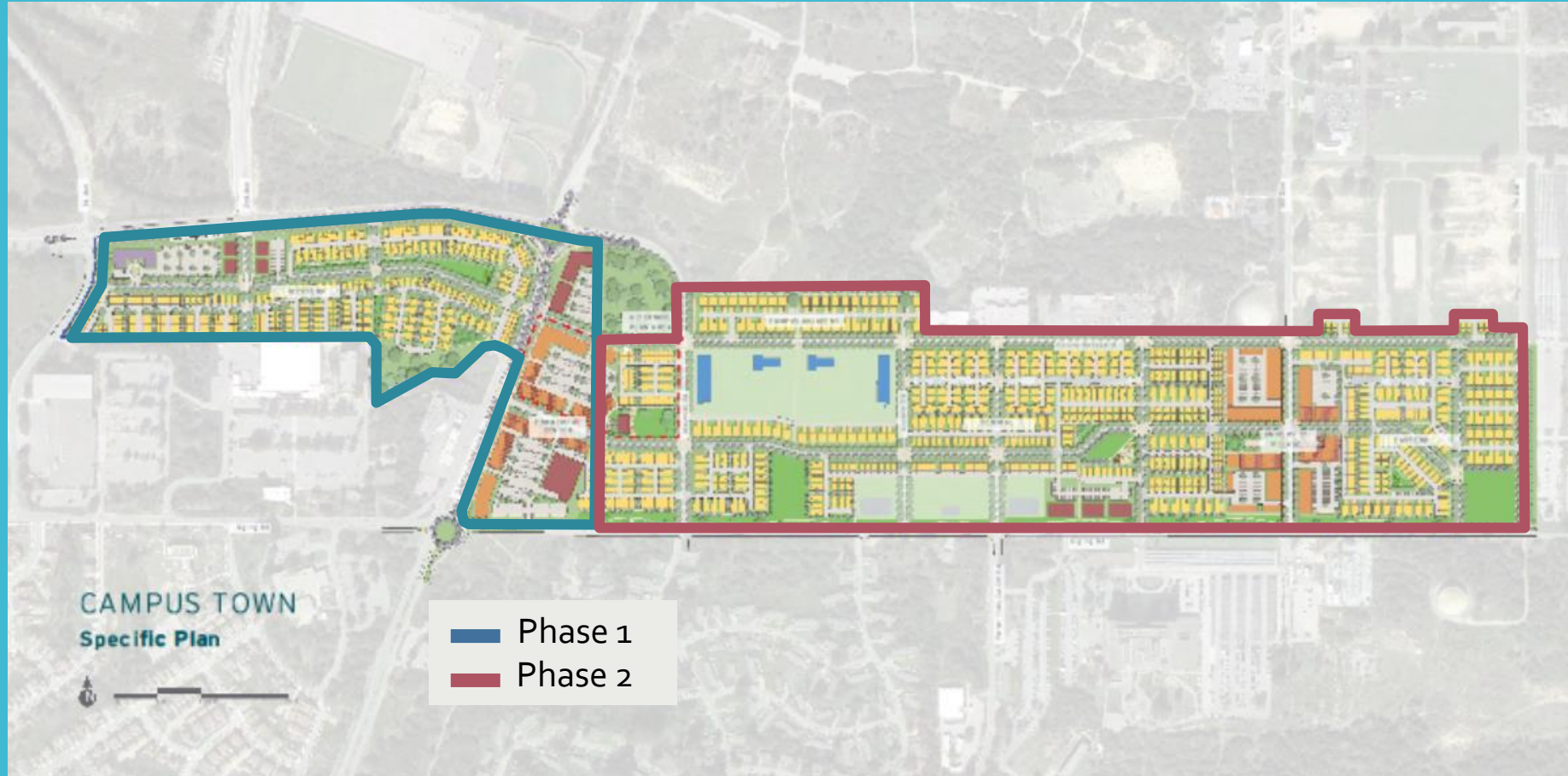
ATTACHMENTS

1. Campus Town Phase Map
2. Professional Services Agreement.Signed.Campus Town Anx.v4
3. Campus Town Annexation Support Sole Source Justification
4. Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



Campus Town



CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____, between the City of Seaside, a municipal corporation ("CITY") and Denise Duffy and Associates, a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the effective date and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 1, 2022 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. 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.

IV. CITY MANAGEMENT

CITY's Economic Development Director shall represent CITY 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. CITY's Manager shall be authorized to act on CITY'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.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Forty Thousand dollars (\$40,000) 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 CITY Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by CITY Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services.
- 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 CITY 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY 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 CITY 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 CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. 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, CITY 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 causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

- B. If the CITY Manager or his/her designee 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 or fails to present the CITY with a written plan for the cure of the default, the CITY 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.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY 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 CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies 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 CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys,

notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any CITY or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. 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 CITY 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 CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY 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, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.
- C. CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. 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.
- D. City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

XII. LEGAL RESPONSIBILITIES

- A. The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, 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.
- B. If CONSULTANT is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Denise Duffy whose title is President, is authorized to act for and bind the corporation.
- C. The CONSULTANT will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY 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 CITY has or 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.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, 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.

XV. 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 CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the CITY Manager or unless requested by the CITY 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 CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to

provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this AGREEMENT.

XVI. 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:

To CITY: City of Seaside
440 Harcourt Ave.
Seaside, CA 93955
Attention: City Clerk

To CONSULTANT: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

XVII. 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 CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this

AGREEMENT. Denise Duffy may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Denise Duffy from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the CITY 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. 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.

XIX. GOVERNING LAW AND ATTORNEY'S FEES

The CITY 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 CITY.

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXII. 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.

CONSULTANT

Digitally signed by Denise Duffy
DN: cn=Denise Duffy, o=DD&A,
Inc., ou,
email=mechevarria@ddaplanning
g.com, c=US
Date: 2021.08.12 15:25:41 -07'00'

Denise Duffy
(Typed Name)

President
(Title)

City of Seaside
A Municipal Corporation

CITY Manager or Governing Body

ATTEST:

CITY Clerk

APPROVED AS TO FORM:
CITY Attorney

By: _____

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

TASKS TO BE PERFORMED

PROJECT: Marina Coast Water District Annexation of Campus Town

Annexation of the project into the Marina Coast Water District's (MCWD) service area and/or sphere of influence will require approval from the Local Agency Formation Commission of Monterey County (LAFCO). DD&A proposes to assist the City of Seaside (City) with the preparation of the application for LAFCO service area annexation and Sphere of Influence amendment. The LAFCO application must be accompanied by an appropriate environmental review document in compliance with the California Environmental Quality Act (CEQA). The following tasks assume that MCWD and LAFCO can rely upon the project's certified Final Environmental Impact Report (EIR) to process the annexation and Sphere of Influence amendments.

Task 1. Draft LAFCO Application

This task will include the following subtasks:

Subtask 1.1. Research & Review Updated Documentation

DD&A will initiate the project by coordinating with the City and MCWD staff to obtain pertinent reports, project information, and design plans. DD&A will review available background information, and identify data and documentation needs.

Deliverable(s):

- *List of information needs*

Subtask 1.2. Kick-Off Meeting

DD&A will coordinate and attend a project kick-off meeting with the City and MCWD staff. The meeting will be held remotely via teleconference such as Zoom. This task will consist of:

- Discuss the project approach and finalize the scope of work,
- Review application checklist,
- Confirm format and quantities of deliverables, and
- Establish schedule and protocol for communication.

Deliverable(s):

- *Meeting Materials (e.g., agenda, notes)*

Subtask 1.3. Prepare Draft Project Description

DD&A, in coordination with the City, MCWD, and Campus Town Project applicant/engineer, will prepare a preliminary Draft Project Description that describes the proposed annexation boundaries for the application. This scope of work assumes that the Campus Town Project applicant/engineer will provide the map and legal description.

The preliminary Draft Project Description will be submitted to the City for review and comment. DD&A will incorporate comments and prepare a Draft Project Description to be submitted to the MCWD for review and comment. This scope of work assumes one round of comments on the preliminary Draft Project Description from the City, as well as one round of comments from MCWD's project engineer, staff, and/or attorney(s) on the Draft Project Description.

DD&A will incorporate comments from the MCWD and City to finalize the Draft Project Description for presentation by City staff to Seaside City Council for review and approval DD&A will incorporate comments from the City prior to forwarding the Final Draft Project Description to the MCWD staff for MCWD staff presentation and consideration by the MCWD Board. Upon confirmation of the proposed project, the recommended Final Draft Project Description will be presented to LAFCO staff to confirm the application process and appropriate level of CEQA review (see **Subtask 1.4**). The scope of work assumes attendance by DD&A at one MCWD Board meeting and one City Council meeting.

Deliverable(s):

- *Draft Project Description (preliminary, draft, draft final, and final)*
- *Assistance with meeting materials*

Subtask 1.4. Project Meetings

This task will include one remote meeting via teleconference with the MCWD and LAFCO staff to present the Final Draft Project Description, confirm the approach and information needed for application processing, appropriate level of CEQA review, identify deliverables, obtain project-related information, and establish review timelines.

Deliverable(s):

- *List of document needs*
- *Assistance with meeting materials*

Subtask 1.5. Draft Application Package

After receiving input from LAFCO staff, DD&A will prepare a draft LAFCO Application Package for City and MCWD staff review. This scope of work assumes DD&A will respond to one round of comments on the draft Application Package from the City and MCWD's project engineer, staff, and/or attorney(s).

LAFCO has a specific set of requirements and protocol for annexation requests for service boundary adjustments. DD&A proposes to prepare application forms and planning documentation, including preparation of GIS-based mapping and coordination of engineering mapping requirements, and to assist in the processing of this request through LAFCO.

DD&A will provide drafts of the required application forms and materials. This task assumes that all engineering materials such as survey maps, and engineering information specific to the boundary annexation and Sphere of Influence amendment areas as required by the application process, will be provided by the City, MCWD, and/or Campus Town Project applicant for incorporation into the application as needed.

The following required items will be provided by others and compiled by DD&A:

- MCWD Board of Directors Resolution of Application to LAFCO and CEQA findings (Resolution, Findings, and Notices for Board approval of filing of LAFCO application).
- Application Form including a description of the proposal and supporting statements detailing the proposal's conformance to state law and LAFCO's locally adopted policies and procedures.
- Responses to Sphere of Influence Policies and Criteria Form and Attachment which provides a description of the proposal and supporting statements detailing the proposal's conformance to state law and LAFCO's locally adopted policies and procedures for Sphere of Influence amendments.

- Plan for Providing Services: DD&A will coordinate with MCWD for components that are needed including the information on financial capacity and engineering information on water (both potable and recycled water) and wastewater collection & treatment capacity and systems.
- Map and Legal Description would be provided by the Campus Town Project applicant and their engineers/consultants.
- Property Tax Transfer Agreement: This scope assumes that the City will complete this process with the City Council.
- LAFCO Processing and Filing Fees: DD&A will work with LAFCO to determine fees required. MCWD would be responsible for paying the fees, which would be reimbursed by the City.

Deliverable(s):

- *Draft LAFCO Application Package (including second draft incorporating one round of comments)*

Task 2. Final LAFCO Application

DD&A will coordinate with the City and MCWD staff to finalize the Draft Application Package to LAFCO to incorporate the project into the MCWD service area. This task includes the following subtasks:

Subtask 2.1. LAFCO Application Initiation

DD&A will prepare a written request for LAFCO Action. This request will be forwarded to the City and MCWD staff for review and comment.

DD&A will support the City in preparing resolutions by the Seaside City Council and MCWD Board consenting to having the City prepare an application to LAFCO for the Project. One teleconference with City and MCWD staff is included in this task.

Deliverable(s):

- *Draft Staff Report and Draft Resolution for City Council to agree to prepare an application on the behalf of MCWD*
- *Draft Staff Report and Draft Resolution for MCWD consenting to have City prepare an application on its behalf*
- *Draft written request for LAFCO Action*
- *Assistance with Meeting Materials*

Subtask 2.2. Final LAFCO Application Package

After MCWD and LAFCO review and comment on the Draft Application Package, DD&A will coordinate with the City to prepare and submit the Final Application Package. Two (2) hardcopies of the Final Application Package will be provided to LAFCO per their requirements. One (1) hardcopy binder will be provided to the MCWD. All other materials will be provided electronically.

DD&A will also be responsible for the processing of the project application materials through LAFCO. DD&A will meet with LAFCO staff regarding the application processing materials upon submittal and work to ensure a complete application package. The processing assumes work required for coordination of the property tax transfer and completion of all application materials. Once accepted as complete, LAFCO will set a public hearing for the request.

Deliverable(s):

- *Final LAFCO Application*
- *Assistance with Meeting Materials*

Subtask 2.3. Meeting/Hearing Attendance

DD&A will prepare a draft presentation for the LAFCO Board meeting. This scope assumes attendance at two (2) LAFCO Board meeting/public hearing for the proposed project. DD&A would also be available to attend the following additional meetings to focus on the application and CEQA-related issues:

- LAFCO/City of Seaside meetings,
- MCWD staff meeting on application contents,
- Discuss comments on draft application and other matters, and
- One (1) MCWD Board Meeting for Status Report on the Application.

DD&A will be responsible for facilitating all meetings in this scope of work, as well as preparing agendas and meeting notes. This scope of work assumes that all meeting attendance will be virtual.

Deliverable(s):

- *Meeting Materials*
- *Draft Presentation for LAFCO Board Meeting*

Optional Task 3. CEQA Analysis for LAFCO Application

As stated above, the LAFCO application must be accompanied by an appropriate CEQA document. This scope of work assumes that MCWD and LAFCO can rely upon the project's certified Final EIR to process the annexation and Sphere of Influence amendments. However, if requested and determined necessary by LAFCO, DD&A could conduct an environmental review of the proposed annexation and Sphere of Influence amendments.

It is anticipated that the proposed annexation would not result in new impacts or increase the significance of impacts as identified in the Final EIR. Therefore, if determined necessary, this optional task could include the preparation of a CEQA Compliance Analysis (Analysis) in accordance with CEQA Guidelines Section 15164, which would support the adoption of an Addendum by LAFCO Commissioners. An addendum may be prepared if only minor technical changes or additions are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. Upon request, DD&A can prepare a scope of work to complete any additional environmental review, if determined necessary.

SCHEDULE AND COST ESTIMATE

DD&A will complete the identified tasks within five (5) months after receipt of the authorization to proceed and all project information.

DD&A's cost for completing the scope of work outlined in Tasks 1 and 2 above will not exceed \$40,000. All work will be billed monthly based on time and materials. Expenses associated with the environmental services include, but are not limited to, mileage, graphics, delivery, and copying. The cost estimate does not include any CEQA, MCWD, or LAFCO fees.

EXHIBIT B
PAYMENT SCHEDULE

Consultant will invoice the City on the 1st of each month the contract is active

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, 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 CITY.

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 CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, 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 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 CITY 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 CITY’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY 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. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY 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 CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY’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, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY 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 CITY’s Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, 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

CITY, 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 CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY 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 CITY 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 CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY 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 CITY 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 CITY 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 CITY for review.

CITY's right to revise specifications. The CITY 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 substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY 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 CITY.

Timely notice of claims. CONSULTANT shall give CITY 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.

MEMORANDUM



TO: Victor Damiani, Finance Director

FROM: Trevin Barber, ATCM + Economic Development Director

DATE: August 11, 2021

SUBJECT: Campus Town Annexation Support Sole Source Justification

PURPOSE

Document the justification for sole sourcing the professional services of Denise Duffy and Associates as it relates to the preparation and filing of an MCWD application for LAFCO Service Area Annexation and Sphere of Influence Amendment for the Campus Town project

BACKGROUND

In December of 2018 the Marina Coast Water District (District) submitted an application for the Ord Community Sphere of Influence Amendment and Annexation (Application) to the Monterey County Local Agency Formation Commission (Commission). Geographically, the Application included the Campus Town Project (Campus Town). The Application was prepared for the District by Denise Duffy & Associates and Schaaf & Wheeler (Consultants). The District contracted with the Consultants to provide an extensive scope of work that essentially included the entirety of the task-items for the preparation and filing of the Application materials with the District and Commission. Denise Duffy & Associates was the lead consultant and prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment as well as all tasks necessary for processing the application with the Commission. Schaaf and Wheeler supported Denise Duffy & Associates and the District by providing engineered maps and diagrams for the Application. To the best of staff's knowledge the Consultants were the only outside parties involved in the formation and packaging of the Application materials.

However, the Application was challenged. A petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the District's action. A Settlement Agreement was then proposed that provided for the modification to the Application's project area (Modified Application) by excluding certain parcels and portions of certain parcels. These certain parcels that were removed include the Campus Town Project parcels, as such Campus Town was not annexed into the District's boundaries. The excluded parcels were re-designated for future study area. In order for the project to proceed it must be annexed into a district in order to receive water, wastewater, and recycled water service.

Over the last several years the City of Seaside has spent a considerable amount of time and resources supporting Campus Town. On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside

Venture II, LLC (Developer) for the development of Campus Town. The City has also completed and certified the Final Environmental Impact Report (the EIR) for the proposed development. And the City has obtained an application from the Developer, to implement the upgrades proposed in the Specific Plan. The Developer has retained a civil engineering firm, Ruggeri-Jensen-Azar (RJA), that is preparing engineering documents for the proposed water and recycled water delivery and wastewater collection infrastructure. RJA has also prepared documents estimating the potable and recycled water demands.

ANALYSIS

At this time, the Development requires the preparation and filing of a new application to the Commission for annexation of water (both potable and recycled water) and wastewater collection services for Campus Town. It is staff's recommendation that the City of Seaside take the initiative to begin the application process as soon as possible to continue momentum on developing Campus Town.

Staff has considered the task at hand extensively and has determined that Denise Duffy & Associates is uniquely qualified to assist the City with this effort. Note, Denise Duffy & Associates was the only consultant that prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment (which originally included Campus Town) as well as all tasks necessary for processing the District's original application with the Commission. As such, Denise Duffy & Associates has the expertise and advanced, specialized knowledge related to lands in the former Fort Ord, related environmental impact reports, and previous annexation proposals. Staff believes that the consultant's expertise will save a considerable amount of time and resources in not having to duplicate work that has already been accomplished in the original application. The City has requested and received a proposal from Denise Duffy & Associates to assist with the preparation of the application for Service Area Annexation and Sphere of Influence amendment.

Staff is requesting authorization to sole source the procurement and execute a Professional Services Agreement with Denise Duffy & Associates in the amount of \$40,000 for preparation and filing of an MCWD application for LAFCO Service Area Annexation and Sphere of Influence Amendment for the Campus Town project.

Project Summary

Campus Town is a proposed mixed-use development project located on a portion of the former Fort Ord Army Base in Seaside, California, adjacent to California State University Monterey Bay. The Project would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres of land, through the adoption of the Campus Town Specific Plan and associated entitlements. At full buildout the project will directly support an additional

+/-751 new jobs in the plan area, with a much larger indirect impact for the community. The parcels in question are as follows: 031-151-013, 024*, 029, 031, 032, 036*, 037*, 038*, 039, 040, 043*, 044*, 054, 055, 056; 031-261-003,004.

*Parcels 031-151-024, 036,037,043 and -044 are owned by third parties and not subject to the development agreements or tentative map.

Project Approvals

The [Project site](#) includes several interrelated approvals that would allow for comprehensive development on the site. These include consideration of the [Campus Town Specific Plan](#) which creates the development regulations for the project site, consideration of a General Plan amendment, a rezoning of the site to ensure consistency between zoning and the Specific Plan, a [Vesting Tentative Subdivision Map](#), a [Development Agreement](#), which includes an alternative plan for compliance with Chapter 17.32 of the Seaside Municipal Code as part of an [Affordable Housing Plan and Agreement](#), and a Purchase and Sale Agreement.

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING THE BUDGET FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022 AND APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY & ASSOCIATES, INC. IN THE AMOUNT OF \$40,000 FOR PREPARATION AND FILING OF AN MCWD APPLICATION FOR LAFCO SERVICE AREA ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT FOR THE CAMPUS TOWN PROJECT

WHEREAS, the City Manager prepared and submitted to the City Council a budget for the City of Seaside for Fiscal Year 2021-2022, and the City Council carefully examined, considered, and adopted the same on June 17, 2021; and

WHEREAS, city staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2021-2022 in the staff report dated August 19, 2021, for the General Fund: Economic Development; and

WHEREAS, the City Council has carefully examined the same and is satisfied with said budget amendments; and

WHEREAS, on February 6, 2017 the City of Seaside and the Successor Agency entered into a purchase and sale agreement with KB-Bakewell Seaside Venture LLC (Developer) for the sale of property (Property) in the former Fort Ord to facilitate the development of the Campus Town Project (Project); and

WHEREAS, on March 5, 2020, the City adopted resolution 20-09 certifying the Campus Town Specific Plan Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the Project; and

WHEREAS, on March 19, 2020, the City adopted Ordinance No. 1082 approving a development agreement with the Developer and such ordinance became effective on April 18, 2020; and

WHEREAS, Marina Coast Water District (District) currently provides water, wastewater and recycled water service to the former Fort Ord (Ord Community) which includes part of the Project but not all of it; and,

WHEREAS, the Local Agency Formation Commission (LAFCO) of Monterey County has previously made the determination that the District may pursue annexation of the

former Fort Ord portion of its service area upon LAFCO's adoption of the 2006 Municipal Services Review; and

WHEREAS, on December of 2018 the District submitted an application for the Ord Community Sphere of Influence Amendment and Annexation (Application) to the Monterey County Local Agency Formation Commission (Commission); and,

WHEREAS, a petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the District's action resulting in the Application being approved without the Campus Town Project parcels; and,

WHEREAS, since the Campus Town Project parcels were removed from the Application and not annexed into the District's boundaries there are now service district islands in the Project area; and,

WHEREAS, pursuant to the development agreement, each party shall cooperate and provide reasonable assistance to the other and take all actions necessary to ensure that the parties receive the benefits of this Development Agreement and the city is without any obligation to take on additional financial obligations; and

WHEREAS, but for the support of the City of Seaside the complete annexation of the Campus Town project area into the District's service territory will not occur; and

WHEREAS, to Staff's knowledge Denise Duffy & Associates (Consultant) was the only consultant that prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment (which originally included Campus Town Project area) as well as all tasks necessary for processing the District's original application with the Commission; and,

WHEREAS, Consultant is knowledgeable about the District, the Project, and Ord Community having prepared the previous Initial Study and Negative Declaration for the original Application and the Campus Town Specific Plan Final Environmental Impact Report and Mitigation Monitoring and Reporting Program; and,

WHEREAS, Consultant has proposed a scope for preparation of the application for LAFCO service area annexation and Sphere of Influence amendment for \$40,000 and staff agrees that the proposal is reasonable.

WHEREAS, the professional services agreement will be funded from the General Fund account 100-7410-1030 which will have sufficient funds by this resolution's appropriation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby directs the Finance Director to allocate \$40,000 from Fund Balance Reserves to account 100-7410-1030 for Fiscal Year 2021-2022; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Professional Services Agreement with Denise Duffy & Associates, Inc. attached hereto as Exhibit 'A' in the amount not to exceed \$40,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of August, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: August 19, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH MICHAEL A. HOULEMARD, JR. TO PROVIDE STRATEGIC PLANNING SERVICES ON THE FORMER FORT ORD

RECOMMENDATION

Adopt resolution authorizing the City Attorney to sign the Professional Services Agreement with Michael A. Houlemard, Jr. for strategic planning services on the former Fort Ord.

BACKGROUND

The City of Seaside is the recipient of many acres on the former Fort Ord. In 2018, the City engaged in a strategic planning process which resulted in a plan being adopted in 2019. On June 30, 2020, the Fort Ord Reuse Authority (FORA) was statutorily dissolved. Seaside agreed to become FORA's successor on the environmental clean up program (ESCA) and also to become the local reuse authority (LRA) for the former Fort Ord lands.

In 2020, multiple changes occurred that affected the former Fort Ord lands. Since that time, the City has been impacted by changes of staffing, a pandemic, changes in economic conditions and agreements, all of which have affected the institutional and background knowledge of the people and events at Fort Ord, which permeates future planning, acquisition of potential funding and potentially missed opportunities. Michael A. Houlemard, Jr. was the Executive Director of the Fort Ord Reuse Authority from 1994-2019 and is intimately familiar with the property, the Army and state representatives and departments, the history and the potential opportunities at Fort Ord. Additionally, Mr. Houlemard has extensive experience in reuse, rehabilitation, clean up of contaminated properties, housing, funding, community facilities districts and

the numerous other activities that affect the former Fort Ord. These strategic services will provide resources for the City Attorney and the City Manager's offices, providing a resource for our newest members of the City team working on Fort Ord reuse, in order to capture the most strategic opportunities for the benefit of Seaside.

This contract is one which the City Manager's office would normally manage. However, given the City Attorney's management of the ESCA program and experience on Fort Ord and land use and development matters, it is proposed the City Attorney manage this contract.

FISCAL IMPACT

Not to exceed \$50,000 within Budget.

ATTACHMENTS

1. Resolution authorizing MH Professional services
 2. MAH - Strategic Planning-v3
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL A. HOULEMARD, JR. FOR STRATEGIC PLANNING AND TECHNICAL ASSISTANCE ON THE FORMER FORT ORD

WHEREAS, the Fort Ord Reuse Authority (FORA) dissolved on June 30, 2020 and as a part of that dissolution process, the City of Seaside became FORA's successor as the Local Reuse Authority and took on additional Environmental Service Clean Up program duties (ESCA); and

WHEREAS, the last comprehensive strategic planning for the former Fort Ord took place in 2018 and resulted in a strategic plan adopted by the City in 2019; and

WHEREAS, since 2019, multiple changes have taken place including a major national health crisis (COVID 19 Pandemic), economic downturns that impacted select projects, project viability and organizational adjustments, and the departure of several key leadership staff that have caused a need evaluate and provide additional services with respect to the former Fort Ord; and

WHEREAS, Michael A. Houlemard, Jr. was the Executive Director for the Fort Ord Reuse Authority from 1994 through 2020 and his expertise on the former Fort Ord is well known, extensive and unique in addition to expertise and experience in housing, development redevelopment, reuse, seeking state and federal funding; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside authorizes the City Attorney to execute a Professional Services Agreement with Michael A. Houlemard, Jr. in an amount not to exceed \$50,000.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 19th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and Michael A. Houlemard, Jr. (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide consulting services to the City Attorney and City Manager on former Fort Ord matters, including without limitation review of strategic planning and financing of infrastructure; the City's new federal local redevelopment authority responsibilities as successor-in-interest to the Fort Ord Reuse Authority ("FORA") and as assignee under the Environmental Services Cooperative Agreement ("ESCA"). The Scope of this engagement is attached as Exhibit A, Scope of Work and shall be protected by the City Attorney's work product privilege.
- B. Relationship: The Consultant has an established practice of providing consulting on matters related to military base reuse and interaction with the Federal government entities with oversight of same. The Consultant will perform said services utilizing his own equipment and facilities. The Consultant is an individual working as an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay Consultant an hourly fee of \$200.00 (two hundred dollars) per hour with a total amount billing not to exceed \$50,000 (fifty-thousand dollars).
- D. Expense Reimbursement: City will reimburse Consultant for expenses associated with the performance of the engagement services and for which written pre-approval has been provided to Contractor upon submission of receipts.
- E. Method of Payment: The City shall pay upon receipt of a written invoice from Consultant detailing services rendered and associated expenses, if any.
- F. Term: The term of this agreement shall commence on August 19, 2021 and terminate on June 30, 2022.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled

to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

H. Indemnity: INTENTIONALLY OMITTED.

I. Insurance: INTENTIONALLY OMITTED.

J. Project Management: The City Attorney will represent the City for all purposes under this Agreement. Sheri L. Damon is designated as the Project Manager for the City. The Project Manager will be the Consultant's point of contact with respect to performance, progress and execution of the services. The City may designate an alternate Project Manager from time to time.

K. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same with limitation.

L. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.

- f. All notices required or permitted under this agreement shall be deemed to have given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

Approved:

Dated: _____, 2020

Consultant:

By: Michael A. Houlemard, Jr.
Address: 533 Quail Run Road
Aptos, CA 95003

Dated: _____, 2020

City of Seaside:

By: Sheri L. Damon, City Attorney
Address: 440 Harcourt Avenue
Seaside, CA 93955

Scope of Services

Overview/Background

The City of Seaside (“Seaside” or “City”) began as a subdivision created to compliment the development of Hotel Del Monte, approximately one mile southeast. It was anticipated the community would be an ideal spot for a tourist destination. In fact, Seaside was planned and initially developed by relocated New Yorker Dr. John L.D. Roberts in the latter part of the 19th century - after purchasing 160 acres from the David Jacks Corporation. That property became a planned community of 1,000 lots for expected-to-be vacation “homes.”

In the early part of the 20th century, Dr. Roberts became County supervisor and pushed the United States Government to expand the Presidio of Monterey and locate a U.S. Army Base in Seaside. He was successful and the military base that became the former Fort Ord was created in 1917. Over the years more than 28,000 acres was acquired to house 20,000+ soldiers and civilian federal workers (at its peak) until the Base 1991 closure announcement and 1994 de-commissioning under the Base Closure Act. It is important to highlight that the US Army has retained a substantial amount of acreage and facilities within Seaside, which continues to contribute to the rich diversity and multicultural character of the community. The Fort Ord Reuse Authority (“FORA”) was created by the State of California and authorized to act as intermediary after the 1994 closure. FORA was tasked with overseeing transfer of the closed base to underlying communities. That oversight was under the direction of a Base Reuse Plan that may now have limited authority and application given FORA’s 2020 sunset.

In 2018, Seaside conducted a planning process focused on creating a vision for the City’s future that resulted in the adoption of a Strategic Plan in 2019. That vision recognized Seaside’s great potential as a destination on the Monterey Bay and was based on a number of demographic, economic, locational and structural factors. In the ensuing 2½ years several major events have altered the landscape for the community vision to be realized. Those changes have included:

- a major national health crisis (COVID 19 Pandemic)
- the June 30, 2020 sunset of FORA,
- economic downturns that impacted select projects,
- project viability and organizational adjustments, and
- the departure of several key leadership staff.

On the other hand, the City has:

- benefitted from the energy and talent brought by new council and staff members,
- decided to undertake significant local and regional responsibilities as the successor to FORA as Dept. of Defense Local Reuse Authority (“LRA”) in the wake of the FORA close-out,
- received US Army Environmental Services Cooperative Agreement funding for monitoring and oversight of associated properties; and

- recognized need to adjust for post pandemic opportunities.

Given this framework and recognizing the current and expected staff institutional knowledge gap, the City needs additional consulting support to analyze, identify, recommend modifications and updates to the Strategic Plan. Consequently, this Scope of Work outlines a three-phase program to address Strategic Plan and future vision adjustments.

Phase I: Strategic Programmatic Background, Review and Analysis and Staff Coordination of Fort Ord Lands (August – November, 2021)

- Coordinate through the City Attorney's office to perform a strategic review of the former Fort Ord lands and any related capital projects.
- Work with Staff to prepare appropriate updates to the City General Plan, identify strategic funding and partnership opportunities, evaluate the effect of the Surplus Lands Act on former Fort Ord properties, identify strategic property development opportunities, and work with City staff related to the appropriate infrastructure to serve projected development opportunities.
- Work with Staff to consider appropriate Land Use Control Implementation Plan (LUCIP) requirements for ESCA and non-ESCA properties to safely reuse all parts of the former Fort Ord.
- Seek clarification from the CA Board of Equalization or other State agencies with respect to the provision of services to the residents of the Presidio of Monterey Annex/Ord Community. In particular, work with the US Army and US Navy to review the status of taxation of the private owner capital improvements on the Ord Community and propose State review of the taxation status.

Phase II: Securing Funding and Applications (October 1 – January 1, 2022)

- Work through the City Attorney and City Manager's office to identify and prepare applications for funding and related actions, including but not limited to Pollution Liability Insurance.

Phase III: Project Development Support (January 1, 2022 - May 1, 2022, as needed)

- Provide project development support on an as needed basis.

It is currently estimated that the cost of completing this Scope of Work will require approximately 250 hours of work spread 40% for Phase I, 40% for Phase II and 20% in Phase III.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 19, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM HILLSDALE STREET TO DEL MONTE BOULEVARD FOR THE GOLD COAST RODS SHOWS ON AUGUST 27, 2021, SEPTEMBER 24, 2021 AND OCTOBER 29, 2021.

RECOMMENDATION

Adopt a resolution permitting the closure of Broadway Avenue to through traffic from Hillsdale Street to Del Monte Boulevard for the Gold Coast Rods Car Show on August 27, 2021, September 24, 2021 and October 29, 2021.

BACKGROUND

Gold Coast Rods is requesting an extension to the road closure on Broadway Avenue from Hillsdale Street to Del Monte Boulevard for the Hot Cars/Cool Nites Classic Car Shows on August 27, 2021, September 24, 2021 and October 29, 2021 from 3:00 p.m. to 8:00 pm. On May 20, 2021, the City Council approved the road closure on Broadway Avenue from Calaveras to Hillsdale for their car shows. After their first show on July 30, 2021, they felt that an extension of the road closure would greatly enhance their remaining shows and would allow for greater safety for the participants.

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

ATTACHMENTS

1. Resolution Gold Coast Rods - Hot Cars-Cool Nites Classic Car 2021
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO DEL MONTE BOULEVARD

WHEREAS, Gold Coast Rods will be holding their Hot Cars/Cool Nites Classic Car Shows that is open to the public;

WHEREAS, the extension of closing of Broadway Avenue from Hillsdale Street to Del Monte Boulevard is necessary between the hours of 3:00 p.m. and 8:00 p.m. on August 27 2021, September 24, 2021 and October 29, 2021 to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the extension of closure of Broadway Avenue from Hillsdale Street to Del Monte Boulevard to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of August 2021 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: August 19, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE SECTIONS 10.24.010, 10.24.020, AND
10.24.040 RELATING TO THE ADOPTION OF A TRAFFIC SURVEY
(FIRST READING-ROLL CALL VOTE)**

RECOMMENDATION

Introduce first reading of an Ordinance amending the Seaside Municipal Code Sections 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of the Engineering and Traffic Survey modifying the speed limits and conduct a public hearing.

BACKGROUND

The Engineering and Traffic Survey, the basis for setting speed limits, is adopted by Ordinance in Chapter 10.24 of the Seaside Municipal Code. The Municipal Code also identifies speed limits for street segments greater than 25 miles per hour, Section 10.24.020, and speed limits for streets segments 15 miles per hour, Section 10.24.040. Staff has prepared a Draft Ordinance (Attachment 1) to revise the speed limits. The Ordinance establishes the speed limits by resolution based on results of an Engineering and Traffic Survey and removes Section 10.24.020 and 10.24.040 in its entirety (additions shown in underline and deletions shown in ~~strikeout~~) as follows:

10.24.010 Engineering and traffic survey adopted.

~~That document known as City of Seaside 2010 Citywide Engineering and Traffic Study (E&TS) dated May 2011, prepared by the consultant Sundaresh N. Begur, and the 2010 Citywide Engineering and Traffic Study Update, dated December 14, 2012, prepared by the consultant Keith B. Higgins, PE, TE of Hatch Mott MacDonald is hereby adopted by the city council as the engineering and traffic surveys of the city.~~

A. The city engineer is responsible for conducting all engineering and traffic surveys

necessary to establish, maintain and enforce prima facie speed limits on all streets, or portions thereof, within the jurisdiction of the city.

B. Consistent with the requirements of the California Vehicle Code, the city council shall establish the speed limits applicable on streets, or portions thereof, by resolution. The speed limits set by resolution of the city council shall be effective when appropriate signs giving notice of the applicable speed limit have been erected.

C. Except for those prima facie speed limits set forth in the California Vehicle Code, the speed limit established by the city council on any particular street, or portion thereof, shall be based upon an engineering and traffic survey demonstrating that the speed limit is appropriate, reasonable and safe to facilitate the orderly movement of traffic.

D. The current Engineering and Traffic Survey (E&TS) for the city will be kept on file with the City Clerk.

~~10.24.020 Greater than twenty-five miles per hour on certain streets.~~

~~It is determined, upon the basis of an engineering and traffic survey, that the following speed limits greater than twenty-five miles per hour on the following streets would facilitate the orderly movement of vehicular traffic, are reasonably safe and are declared the prima facie speed limit on these streets:~~

~~Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;
Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;~~

~~Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;~~

~~Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;~~

~~Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;~~

~~General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;~~

~~General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;~~

~~General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;~~

~~Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;~~

~~Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~

~~Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~

~~La Salle Avenue from Del Monte to Lysette Court, thirty miles per hour;~~

~~Lightfighter Drive from Highway 1 to General Jim Moore Boulevard, forty miles per hour;~~

~~Mescal Street from Plumas Avenue to San Pablo Avenue, thirty miles per hour;
Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;
Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;
San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour.~~

~~10.24.040 Fifteen miles per hour on certain streets.~~

~~The speed limit on the following streets or portions of streets is established at fifteen miles per hour:~~

~~A. The mall from Broadway to La Salle Avenue;~~

~~B. Clementina Avenue from Fremont Boulevard to Del Monte Boulevard;~~

~~C. Echo Avenue from Fremont Boulevard to Del Monte Boulevard;~~

~~D. The unnamed street lying between Lots 105 and 107 of the Gateway Auto Center from Heitzinger Plaza and Del Monte Boulevard;~~

ENGINEERING AND TRAFFIC SURVEY

The City of Seaside current Engineering & Traffic Survey (E&TS) approved in 2011 and including the approved extensions, will expire on September 2, 2021. The City contracted with Parisi Transportation Consulting (Parisi) to conduct and document a new ET&S. A current ET&S allows the City of Seaside Police to enforce speed limits on applicable roadways. The California Vehicle Code (CVC) requires that E&TS be updated at least every five (5) years if a radar gun is used for speed limit enforcement. When certain conditions as defined in the CVC are met, the E&TS may be extended up to ten (10) years. Failure by a local agency to conform to these CVC provisions in the establishment and enforcement of speed limits constitutes a speed trap. Speed traps are illegal per the CVC and the courts will not honor citations written for violation of speed limits.

Parisi surveyed 21 bi-directional roadway segments. The surveys were conducted in compliance with regulations set in the California Vehicle Code (CVC) and were based on the guidelines for setting proper speed limits established by the California Department of Transportation (Caltrans) as documented in the California Manual for Setting Speed Limits (2020). The Engineering & Traffic Survey consists of engineering measurements of the prevailing free flowing speeds of vehicles traveling along survey segments, a review of the collision history reports, and a review of the conditions not readily apparent to the motorists. The Draft Final Engineering and Traffic Survey is listed as Attachment 2.

Speed Survey

Parisi conducted field surveys of existing vehicle speeds along the roadway segments. The data collection was conducted during off-peak hours on fair weather weekdays with dry pavement conditions in June and July 2021. Vehicular speeds were collected using a portable calibrated radar gun. The locations for measurements were selected so that

prevailing speeds could be considered representative of the speed zone section. The surveyor recorded the free-flowing speeds of a minimum of 100 vehicles along each roadway segment. The survey captured both directions of travel, with each direction consisting of a sample of no less than 50 vehicles.

Speed Zone Establishment

Speed surveys are used to find the 85th percentile, or critical speed of free-flowing traffic. The 85th percentile speed is defined as the speed at or below which 85% of free-flow vehicles travel. The 85th percentile speed is the primary factor used to determine the speed limit. Reduction of the 85th percentile speed must be documented and justified in the Engineering & Traffic Survey and approved by a registered Civil or Traffic Engineer. Speed limits that are set too high or too low from the 85th percentile can increase the risk of collisions.

Staff is recommending that the City Council conduct the 1st reading of the proposed Ordinance establishing the speed limits by resolution based on results of the Engineering and Traffic Survey, removing Section 10.24.020 and 10.24.040 in its entirety, and open the public hearing. A resolution (Attachment 3) establishing the speed limits is listed as Attachment 3 and upon approval of the first reading will be presented at the next scheduled meeting for council consideration for approval.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Ordinance
2. Draft Final Engineering & Traffic Survey
3. Draft Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMEND CHAPTER 10.24 SPEED LIMITS MODIFYING ENGINEERING AND TRAFFIC SURVEYS ADOPTED, ELIMINATING 10.24.010 AND 10.24.020

WHEREAS, the engineering and traffic survey is conducted every 5, 7 or 10 years, based upon established criteria, in order to establish speed limits for roadway segments within the city; and

WHEREAS, without an approved engineering and traffic survey, radar enforcement is not defensible; and

WHEREAS, in order to more efficiently change the speed limits to address the needs of street name changes and new streets, it is desired to provide that the adoption of the engineering and traffic survey be approved by resolution, instead of being established by Ordinance.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Text amendments to the Seaside Municipal Code Section 10.24 Speed Limits to streamline approval of the engineering and traffic survey and establishment of speed limits by resolution.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

This ordinance revises section 10.24.010, 10.24.020, and 10.24.030 with additions shown in underline and deletions shown in strikeout as follows:

10.24.010 Engineering and traffic survey ~~adopted.~~

That document known as ~~City of Seaside 2010 Citywide Engineering and Traffic Study (E&TS) dated May 2011, prepared by the consultant Sundaresh N. Begur, and the 2010 Citywide Engineering and Traffic Study Update, dated December 14, 2012, prepared by the consultant~~

Keith B. Higgins, PE, TE of Hatch Mott MacDonald is hereby adopted by the city council as the engineering and traffic surveys of the city.

A. The city engineer is responsible for conducting all engineering and traffic surveys necessary to establish, maintain and enforce prima facie speed limits on all streets, or portions thereof, within the jurisdiction of the city.

B. Consistent with the requirements of the California Vehicle Code, the city council shall establish the speed limits applicable on streets, or portions thereof, by resolution. The speed limits set by resolution of the city council shall be effective when appropriate signs giving notice of the applicable speed limit have been erected.

C. Except for those prima facie speed limits set forth in the California Vehicle Code, the speed limit established by the city council on any particular street, or portion thereof, shall be based upon an engineering and traffic survey demonstrating that the speed limit is appropriate, reasonable and safe to facilitate the orderly movement of traffic.

D. The current Engineering and Traffic Survey (E&TS) for the city will be kept on file with the City Clerk.

10.24.020 Greater than twenty-five miles per hour on certain streets.

It is determined, upon the basis of an engineering and traffic survey, that the following **speed** limits greater than twenty-five miles per hour on the following streets would facilitate the orderly movement of vehicular traffic, are reasonably safe and are declared the prima facie **speed** limit on these streets:

Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;

Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;

Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;

Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;

Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;

Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;

Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;

General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;

General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;

General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;

~~Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;~~
~~Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~
~~Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~
~~La Salle Avenue from Del Monte to Lysette Court, thirty miles per hour;~~
~~Lightfighter Drive from Highway 1 to General Jim Moore Boulevard, forty miles per hour;~~
~~Mescal Street from Plumas Avenue to San Pablo Avenue, thirty miles per hour;~~
~~Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;~~
~~Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;~~
~~San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~
~~Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour.~~

~~10.24.040 Fifteen miles per hour on certain streets.~~

The **speed** limit on the following streets or portions of streets is established at fifteen miles per hour:

- ~~A. The mall from Broadway to La Salle Avenue;~~
- ~~B. Clementina Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~C. Echo Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~D. The unnamed street lying between Lots 105 and 107 of the Gateway Auto Center from Heitzinger Plaza and Del Monte Boulevard;~~

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed insofar as they conflict with this ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 19th day of August 2021.

AYES:	Council members:
NOES:	Council members:
ABSENT:	Council members:

ABSTAIN: Council members:

Attest:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

CITY OF SEASIDE

Engineering & Traffic Surveys



1. Introduction

This report presents the results of the Engineering and Traffic Surveys (E&TS) conducted for the City of Seaside (City) along 21 bi-directional roadway segments within City limits. The 21 segments limits include the following:

1. Broadway Avenue between Fremont Boulevard and General Jim Moore Boulevard
2. Coe Avenue between Monterey Road and Buttercup Boulevard
3. Coe Avenue between Buttercup Boulevard and General Jim Moore Boulevard
4. Del Monte Boulevard between Southerly City Limit and Northerly City Limit
5. Fremont Boulevard between Southerly City Limit and Playa Avenue
6. Fremont Boulevard between Playa Avenue and Northerly City Limit
7. General Jim Moore Boulevard between Southerly City Limit and Broadway Avenue
8. General Jim Moore Boulevard between Broadway Avenue and Coe Avenue
9. General Jim Moore Boulevard between Coe Avenue and McClure Way
10. Hilby Avenue between Fremont Boulevard and General Jim Moore Boulevard
11. Kimball Avenue between Fremont Boulevard and Mescal Street
12. La Salle Avenue between Del Monte Boulevard and Lysette Court
13. Lightfighter Drive between Highway 1 and General Jim Moore Boulevard
14. Mescal Street between Plumas Avenue and San Pablo Avenue
15. Military Avenue between Fremont Boulevard and Paralta Avenue (East)
16. Monterey Road between Fremont Boulevard and 370' North of Normandy Road
17. San Pablo Avenue between Fremont Boulevard and Mescal Street
18. Sonoma Avenue between Canyon del Rey Boulevard and Fremont Boulevard
19. Calaveras Street between Broadway Avenue and Clementina Avenue / Heitzinger Plaza
20. Clementina Avenue / Heitzinger Plaza between Del Monte Boulevard and Fremont Boulevard
21. The Mall (Geary Plaza) between Clementina Avenue and Del Monte Boulevard

The surveys were conducted in compliance with regulations set in the California Vehicle Code (CVC) and were based on the guidelines for setting proper speed limits established by the California Department of Transportation (Caltrans) as documented in the *California Manual for Setting Speed Limits* (2020). The E&TS consists of engineering measurements of the prevailing free-flow speeds along survey segments, a review of the collision history reports, and a review of existing roadside conditions including the identification of any conditions not readily apparent to the motorist.¹

¹ Conditions not readily apparent to the motorist refer to conditions which, if the motorist were aware, they would adjust their speed accordingly.

2. Speed Zone Establishment

All California roadways are subject to a maximum speed limit, 55 miles per hour (mph) on two-lane undivided roadways and 65 mph on all other roadways, as outlined in the CVC §22349. Along roadways that lack a posted speed limit the roadway is subject to a "prima facie" speed limit as set in the CVC §22349. The prima facie speed limit sets one of two speed limits covering six classes of location:

1. 15 mph – uncontrolled railway crossings; blind, uncontrolled intersections; and alleyways.
2. 25 mph – businesses, residential areas without other posted speed limits; school zones; and areas immediately around senior centers.

As outlined in the CVC §627 and §40802, any deviations from the maximum speed limit or the prima facie speed limit must be justified by an E&TS and be approved by a registered Civil or Traffic Engineer. The E&TS determines the recommended speed limits along each surveyed roadway segment. Chapter 2 ("Signs") of the *California Manual on Uniform Traffic Control Devices* (2014) (MUTCD), establishes guidelines for setting a speed limit that provides a rational and defensible determination with the use of an E&TS.

The following guidelines are outlined in the MUTCD for the establishment of posted speed limits:

- The speed limit shall be established at the nearest five mph increment of the 85th percentile speed² of free-flowing traffic, except as shown in the two options below:
 - The posted speed may be reduced by five mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC §627 and §22358.5.
 - For cases in which the nearest five mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest increment below the 85th percentile speed if no further reduction is used.

Caltrans further clarifies the option to apply a five mile per hour reduction from the 85th percentile speed in the "California Manual for Setting Speed Limits" (2014), which provides two examples:

1. If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

² The 85th percentile speed statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent.

2. If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Residential density may be considered when qualifying an appropriate speed limit. The following conditions outlined in the CVC §515 define a residence district:

- *That portion of a highway and the property contiguous thereto, other than a business district:*
 - *Upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures; or*
 - *Upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.*
- *A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.*

3. Speed Survey Operational Procedures

Our team conducted field surveys of existing vehicle speeds along the E&TS roadway segments. The data collection was conducted during off-peak hours on fair weather weekdays with dry pavement conditions in June and July 2021. Vehicular speeds along the E&TS segments were collected using a portable calibrated radar gun. The surveyor was strategically located (either standing or from a parked vehicle depending on existing roadway conditions) along the roadway segment and was careful to remain inconspicuous, concealing the radar gun from on-coming traffic so as not to influence traffic speeds. The locations for measurements were selected so that prevailing speeds could be considered representative of the speed zone section. For each segment, the surveyor's position was chosen to minimize the effects of traffic signals or stop signs on vehicle travel speeds.

The surveyor read speeds directly from the radar gun and recorded the free-flow speeds of a minimum of 100 vehicles along each roadway segment. The surveys in this study captured both directions of travel, with each direction consisting of a sample of no less than 50 vehicles.

4. Roadway Characteristics

In addition to the collection of free-flow vehicle speeds, the existing conditions along the E&TS roadway segments were determined. The roadway segment lengths were measured and observations were made to determine the presence of on-street parking, sidewalks, and bicycle facilities. These roadway conditions were considered during speed limit evaluations and were used to determine appropriate speed limits to promote pedestrian and bicycle safety.

Roadway characteristics were also used to determine the locations where the speed surveys were conducted. In some instances, street segments were surveyed in multiple locations in recognition of adjacent land uses, the number and width of the travel lanes, center medians, and other roadway conditions that may influence the prevailing speeds along a roadway. The Engineering and Traffic Survey Forms provided in Appendix B reflect the speed survey locations for each roadway segment.

5. Data Analysis

The vehicle speeds collected during the field surveys of existing conditions were analyzed to determine the following statistical factors:

- *Average Speed*: the summation of the measured speeds divided by the number of vehicles observed.
- *Median Speed (or the 50th Percentile Speed)*: the speed above and below which 50 percent of the sample speeds lie.
- *85th percentile speed*: the speed at or below which 85 percent of free-flow vehicles travel. Also referred to as the critical speed, the 85th percentile speed is the primary factor used to determine the speed limit and may be subject to secondary factors of collision history and other conditions not apparent to drivers.
- *10 mph pace speed*: the 10 mph increment of speed containing the greatest number of vehicles. The number of vehicles in the pace speed is reported as a percentage of vehicles surveyed. The pace speed is an aid used to determine the proper speed limits. Generally, the critical speed lies within the pace speed.

6. Collision History

The collision history of the E&TS roadway segments was obtained from the Statewide Integrated Traffic Records System (SWITRS) in June 2021. The data consisted of the most recently available three-year period of reported collision histories (January 2016 to December 2018).

The number of collisions along each roadway segment during the three-year period, as well as the average daily traffic (ADT) volumes and length of the roadway segment were used to calculate the collision rate per million vehicle miles for each roadway segment. These calculated collision rates were compared to the statewide average collision rates for the same type of roadway and configuration. The statewide average collision rates were obtained from Caltrans' *2018 Crash Data on California State Highways (road miles, travel, collisions, and collisions rates)* report and are based on the width, configuration, and terrain of each roadway segment.

This comparison was conducted to determine if the collision history on the roadway segments deviated from the statewide average and potentially represented an unusually high collision rate.

7. Engineering and Traffic Survey Summary

The table on the next page provides a summary of speed limit recommendations for each of the twenty-one roadway segments that were surveyed.

Based on the results of the speed surveys and the engineering review, two roadway segments are recommended for increases in speed limits, including:

- General Jim Moore Boulevard between Southerly City Limit and Broadway Avenue
- General Jim Moore Boulevard between Broadway Avenue and Coe Avenue

All other roadway segments would retain existing speed limits.

Engineering and Traffic Survey Forms providing more detailed data on each surveyed location are provided in the appendix.

Summary of Speed Limit Recommendations

#	Roadway	Between	Current Speed Limit (MPH)	Proposed Speed Limit (MPH)
1	Broadway Avenue	Fremont Blvd. and General Jim Moore Blvd.	30	30
2	Coe Avenue	Monterey Road and Buttercup Road	30	30
3	Coe Avenue	Buttercup Road and General Jim Moore Blvd.	35	35
4	Del Monte Boulevard	Southerly City Limit and Northerly City Limit	35	35
5	Fremont Boulevard	Southerly City Limit and Playa Avenue	30	30
6	Fremont Boulevard	Playa Avenue and Northerly City Limit	35	35
7	General Jim Moore Blvd.	Southerly City Limit and Broadway Avenue	40	45
8	General Jim Moore Blvd.	Broadway Avenue and Coe Avenue	40	45
9	General Jim Moore Blvd.	Coe Avenue and McClure Way	45	45
10	Hilby Avenue	Fremont Blvd. and General Jim Moore Blvd.	30	30
11	Kimball Avenue	Fremont Boulevard and Mescal Street	30	30
12	La Salle Avenue	Del Monte Boulevard and Lysette Court	30	30
13	Lightfighter Drive	Highway-1 and General Jim Moore Boulevard	40	40
14	Mescal Street	Plumas Avenue and San Pablo Avenue	25	25
15	Military Avenue	Fremont Boulevard and Paralta Avenue (E)	30	30
16a	Monterey Road	Fremont Boulevard and Normandy Road	35	35
16b	Monterey Road	Fremont Blvd. & 370' North of Normandy Rd.	25	25
17	San Pablo Avenue	Fremont Boulevard and Mescal Street	30	30
18	Sonoma Avenue	Canyon Del Rey and Fremont Boulevard	30	30
19	Calaveras Street	Broadway Ave. and Clementina/Heitzinger Pl.	25	25
20	Clementina/Heitzinger Pl.	Del Monte Boulevard and Fremont Boulevard	25	25
21	The Mall	Clementina Avenue and Del Monte Blvd.	25	25

8. References

The following resources were used in the development of the Engineering and Traffic Survey for the City of Seaside:

- California Department of Transportation. Department of California Manual for Setting Speed Limits (2020).
- California Department of Transportation. California Manual on Uniform Traffic Control Devices for Street and Highways (2014).
- California Department of Transportation. 2018 Collision Data on California State Highways (road miles, travel, collisions, and collisions rates).
- California Department of Motor Vehicles. California Vehicle Code (2015).
- California Highway Patrol. Statewide Integrated Traffic Records System, October 28, 2014.

Appendix

Engineering and Traffic Survey Forms

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

BROADWAY AVENUE BETWEEN FREMONT BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment:	<u>Broadway Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Noche Buena Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	63'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Commercial		
Configuration:	Undivided	Character:	Urban		
Parking:	On-street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	11,400	Vehicles Sampled:	89
Segment Length (mi):	1.26	85th Percentile Speed:	36 mph
Collisions:	57	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	3.62	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.24		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is the highest primary collision factor for Broadway Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date



Additional information provided on the next sheet.

Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Broadway Ave.

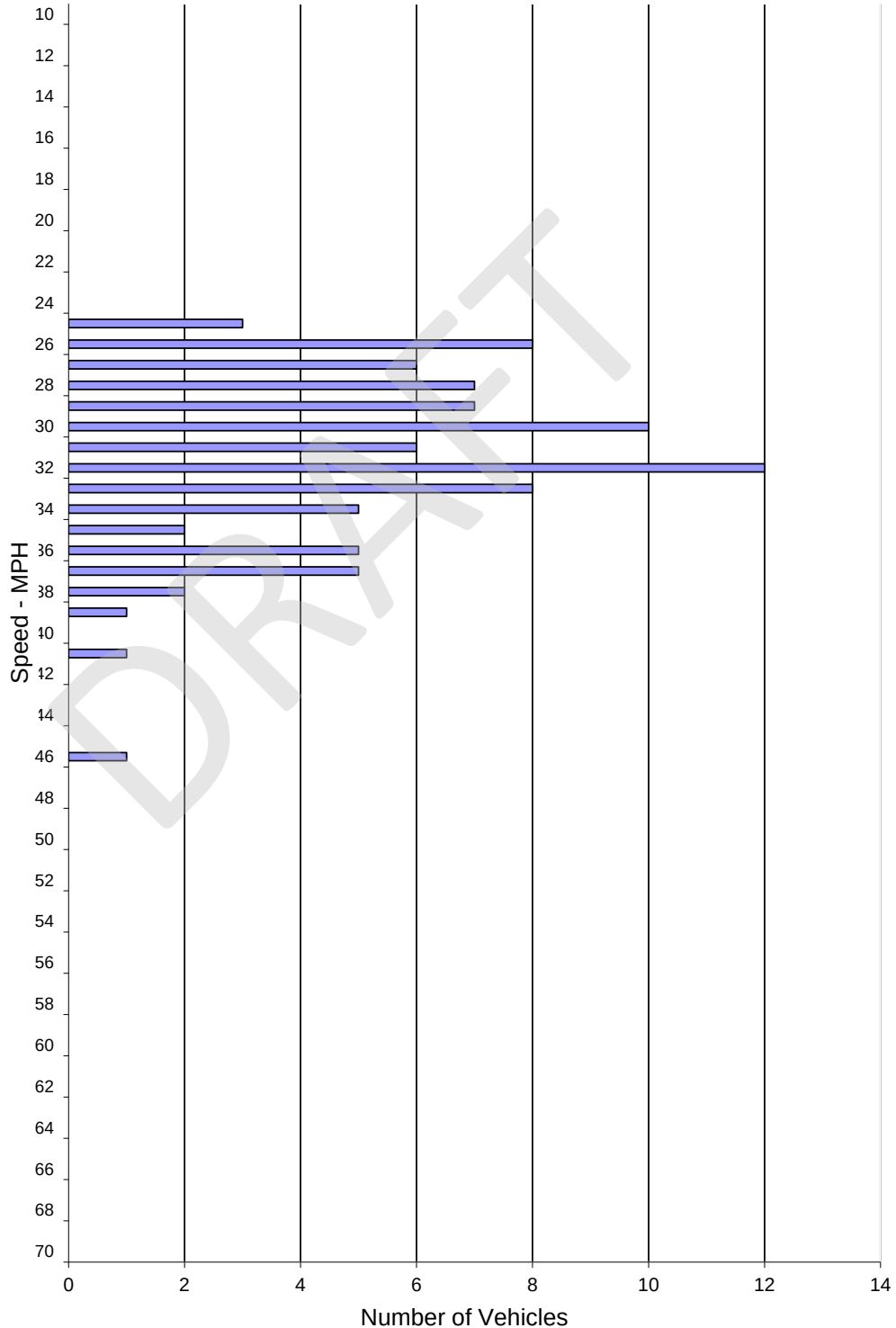
DATE: 6/16/2021
Start Time: 2:59 pm
DAY: Wednesday

Location: btwn San Lucas St. & Noche Buena St.
End Time: 3:16 pm
Posted Speed: 30 MPH
Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	3
26	8
27	6
28	7
29	7
30	10
31	6
32	12
33	8
34	5
35	2
36	5
37	5
38	2
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	89	31.3	25 - 46	31 mph	36 mph	25 - 34	72	81%	0% / 0	20% / 17

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

BROADWAY AVENUE BETWEEN FREMONT BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment:	<u>Broadway Avenue</u>	Between:	<u>Noche Buena Street</u>	and:	<u>Yosemite Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	63'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	11,400	Vehicles Sampled:	78
Segment Length (mi):	1.26	85th Percentile Speed:	37 mph
Collisions:	57	50th Percentile Speed:	34 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	28-37 mph
Collision Rate (c/mvn):	3.62	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.24		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is the highest primary collision factor for Broadway Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Broadway Ave.

DATE: 6/16/2021
Start Time: 3:18 pm
DAY: Wednesday

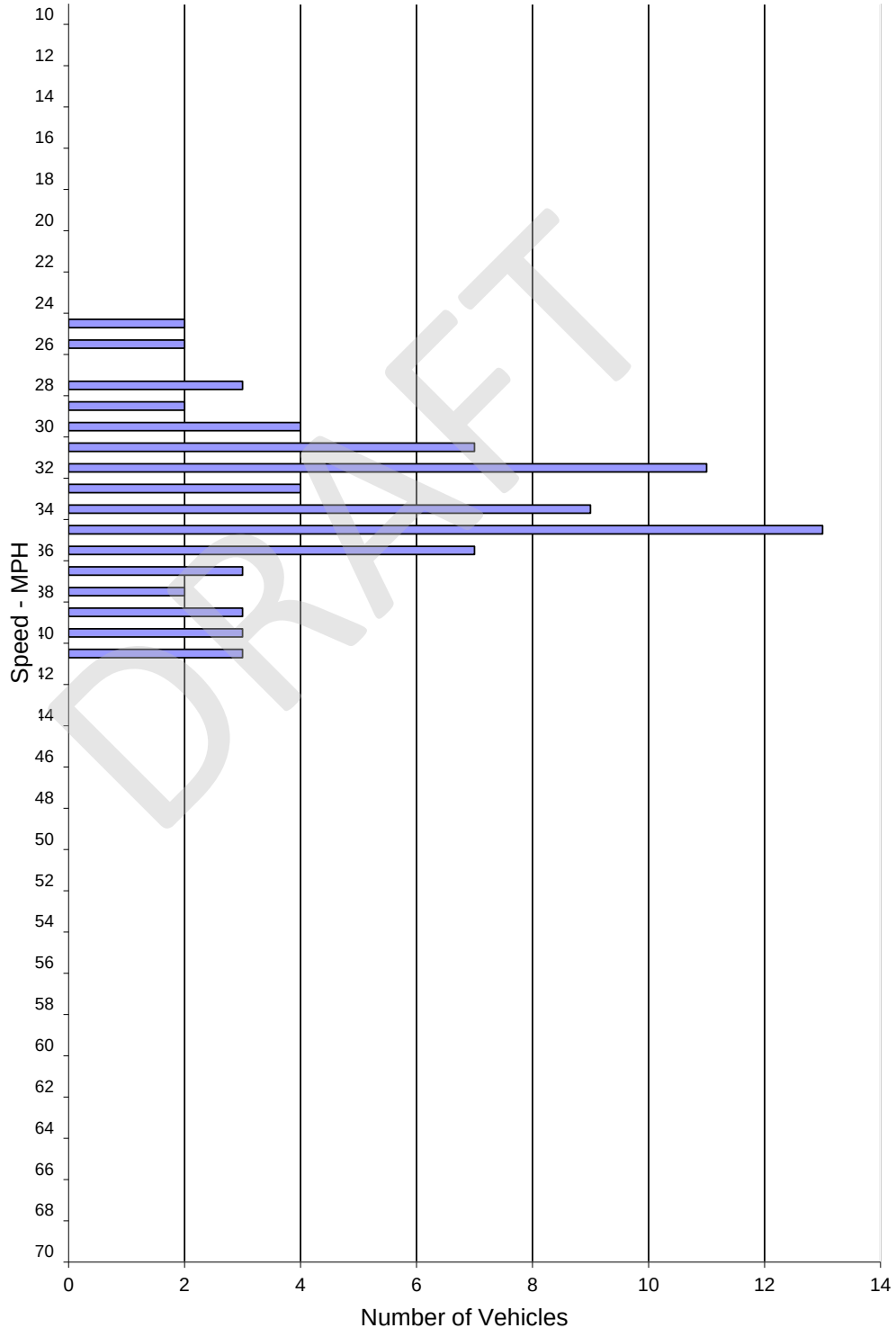
Location: near Vallejo St.
End Time: 3:29 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	2
26	2
27	0
28	3
29	2
30	4
31	7
32	11
33	4
34	9
35	13
36	7
37	3
38	2
39	3
40	3
41	3
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	78	33.7	25 - 41	34 mph	37 mph	28 - 37	63	81%	5% / 4	15% / 11

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

BROADWAY AVENUE BETWEEN FREMONT BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment:	<u>Broadway Avenue</u>	Between:	<u>Yosemite Street</u>	and:	<u>General Jim Moore Boulevard</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	69'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Residential, School		
Configuration:	Divided	Character:	Urban		
Parking:	On-street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	11,400	Vehicles Sampled:	77
Segment Length (mi):	1.26	85th Percentile Speed:	37 mph
Collisions:	57	50th Percentile Speed:	33 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	28-37 mph
Collision Rate (c/mvn):	3.62	Percent in Pace:	74%
Statewide Average Rate (c/mvm):	1.24		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is the highest primary collision factor for Broadway Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Broadway Ave.

DATE: 6/16/2021
Start Time: 3:31 pm
DAY: Wednesday

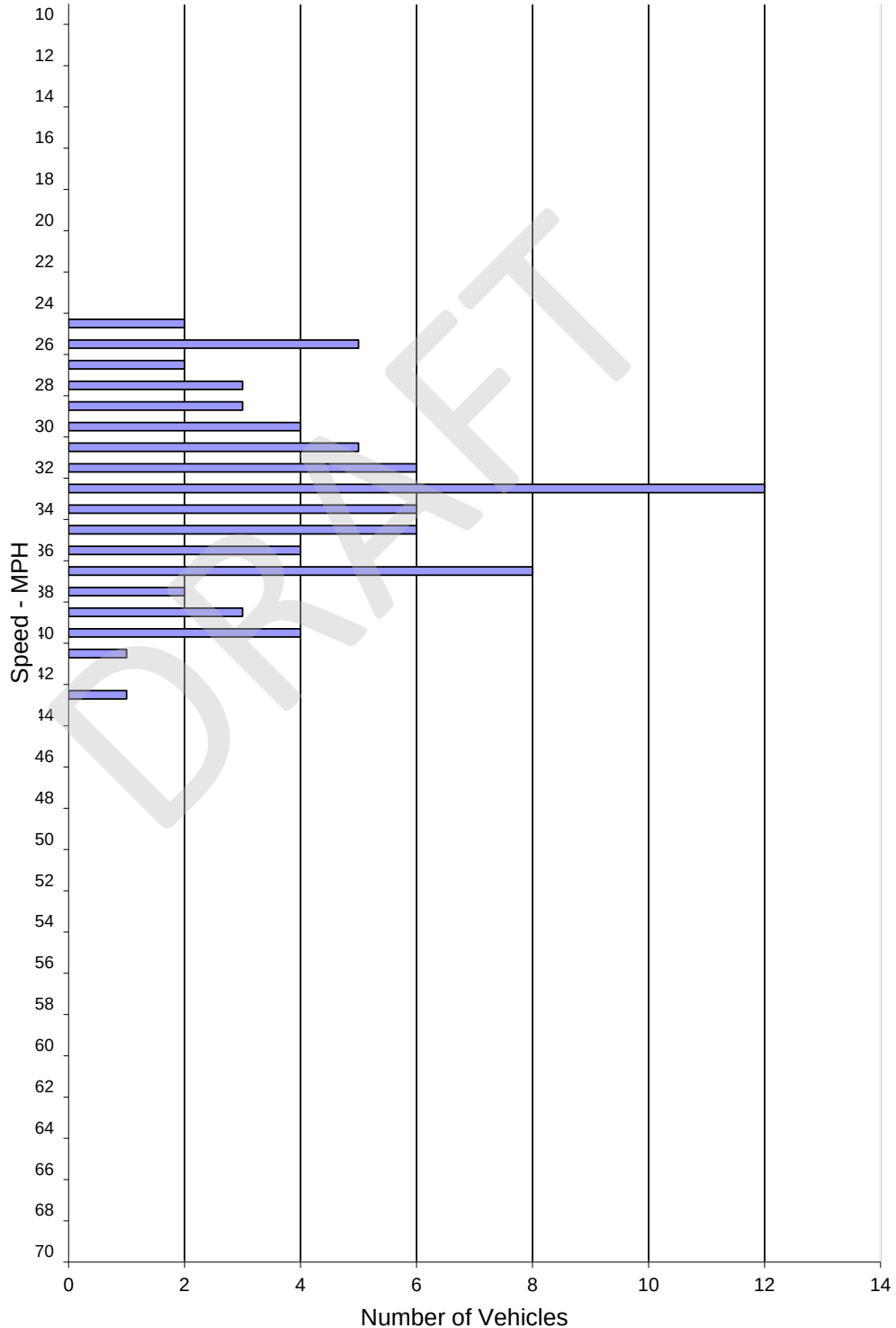
Location: near Costa St.
End Time: 3:45 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	2
26	5
27	2
28	3
29	3
30	4
31	5
32	6
33	12
34	6
35	6
36	4
37	8
38	2
39	3
40	4
41	1
42	0
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	77	33.2	25 - 43	33 mph	37 mph	28 - 37	57	74%	11% / 9	15% / 11

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

COE AVENUE BETWEEN MONTEREY ROAD AND BUTTERCUP BOULEVARD

Sub-Segment:	<u>Coe Avenue</u>	Between:	<u>Monterey Road</u>	and:	<u>Dahlia Drive</u>
Posted Limit:	30 mph	Bicycle Lanes:	Yes		
Width:	45'	Sidewalks:	Both Sides (Incomplete)		
Travel Lanes:	2	Land Use:	Residential, School		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,200	Vehicles Sampled:	106
Segment Length (mi):	0.73	85th Percentile Speed:	35 mph
Collisions:	6	50th Percentile Speed:	32 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	27-36 mph
Collision Rate (c/mvn):	2.35	Percent in Pace:	85%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one of the primary collision factors for Coe Avenue between Monterey Road and Buttercup Boulevard.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Coe Ave.

DATE: 7/13/2021

Start Time: 12:40 pm

DAY: Tuesday

Location: btwn Sea Ridge Ct. & shared path/school entrance

End Time: 2:33 pm

Posted Speed: 30 MPH

Weather: Overcast

Direction: E/W

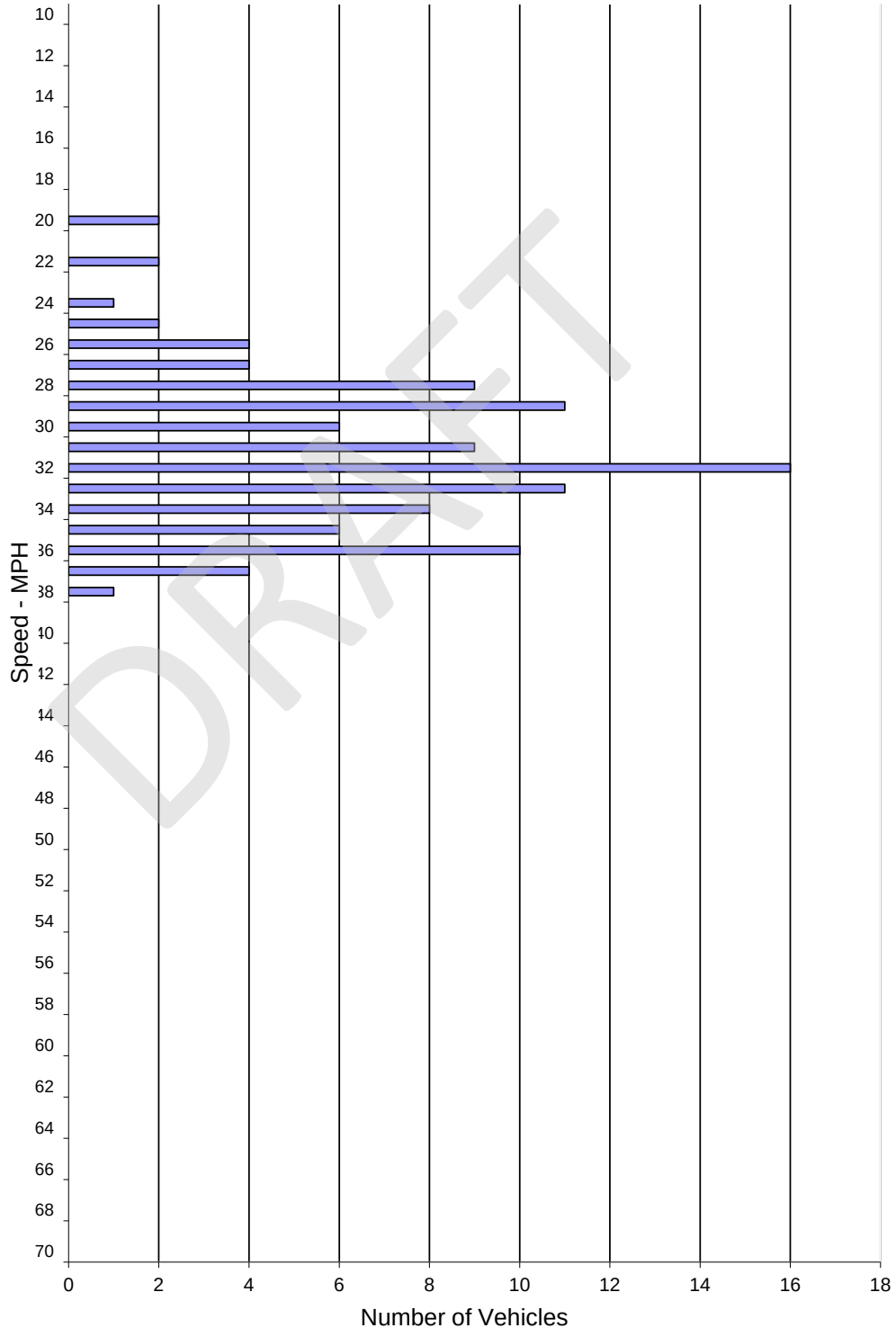
Observer: Mietek

Calibration: DONE

Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	2
21	0
22	2
23	0
24	1
25	2
26	4
27	4
28	9
29	11
30	6
31	9
32	16
33	11
34	8
35	6
36	10
37	4
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	106	31.2	20 - 38	32 mph	35 mph	27 - 36	90	85%	10% / 11	5% / 5

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

COE AVENUE BETWEEN MONTEREY ROAD AND BUTTERCUP BOULEVARD

Sub-Segment:	<u>Coe Avenue</u>	Between:	<u>Dahlia Drive</u>	and:	<u>Buttercup Road</u>
Posted Limit:	30 mph	Bicycle Lanes:	Yes		
Width:	45' (varies)	Sidewalks:	One side		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,200	Vehicles Sampled:	108
Segment Length (mi):	0.73	85th Percentile Speed:	37 mph
Collisions:	6	50th Percentile Speed:	34 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	30-39 mph
Collision Rate (c/mvn):	2.35	Percent in Pace:	79%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one of the primary collision factors for Coe Avenue between Monterey Road and Buttercup Boulevard.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Coe Ave.

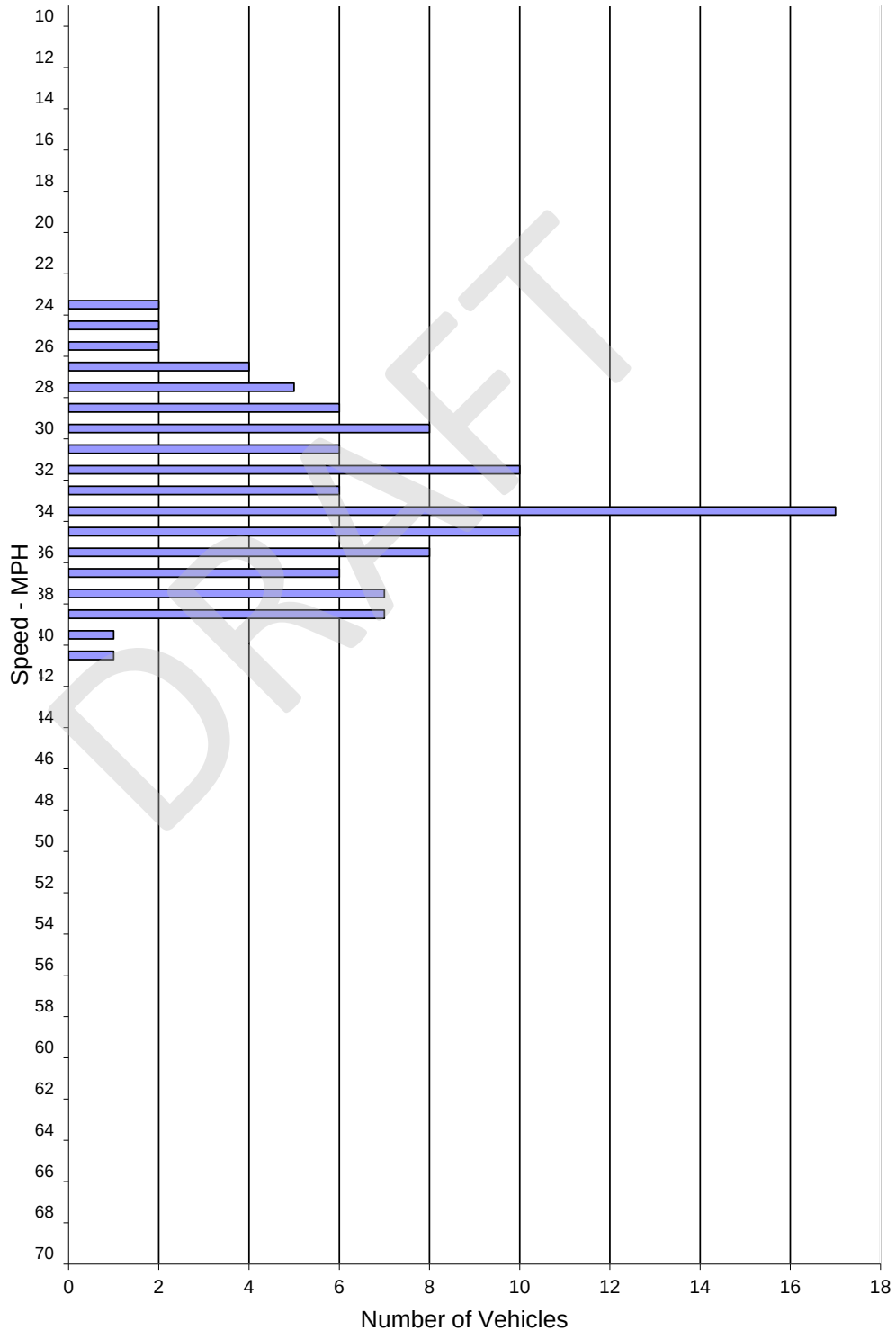
DATE: 6/15/2021
Start Time: 1:04 pm
DAY: Tuesday

Location: btwn Hibiscus Heights & Buttercup Blvd.
End Time: 1:37 pm
Posted Speed: 30 MPH

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	2
25	2
26	2
27	4
28	5
29	6
30	8
31	6
32	10
33	6
34	17
35	10
36	8
37	6
38	7
39	7
40	1
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	108	33.1	24 - 41	34 mph	37 mph	30 - 39	85	79%	19% / 21	2% / 2

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

COE AVENUE BETWEEN BUTTERCUP BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment:	<u>Coe Avenue</u>	Between:	<u>Buttercup Road</u>	and:	<u>General Jim Moore Boulevard</u>
Posted Limit:	35 mph	Bicycle Lanes:	Yes		
Width:	32'	Sidewalks:	One side		
Travel Lanes:	2	Land Use:	Residential, School		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,200	Vehicles Sampled:	207
Segment Length (mi):	0.54	85th Percentile Speed:	42 mph
Collisions:	2	50th Percentile Speed:	39 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	34-43 mph
Collision Rate (c/mvn):	1.06	Percent in Pace:	76%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

A high vulnerable pedestrian traffic generator is located nearby to this segment of Coe Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 35 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
35 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Coe Ave.

DATE: 6/15/2021
Start Time: 12:11 pm
DAY: Tuesday

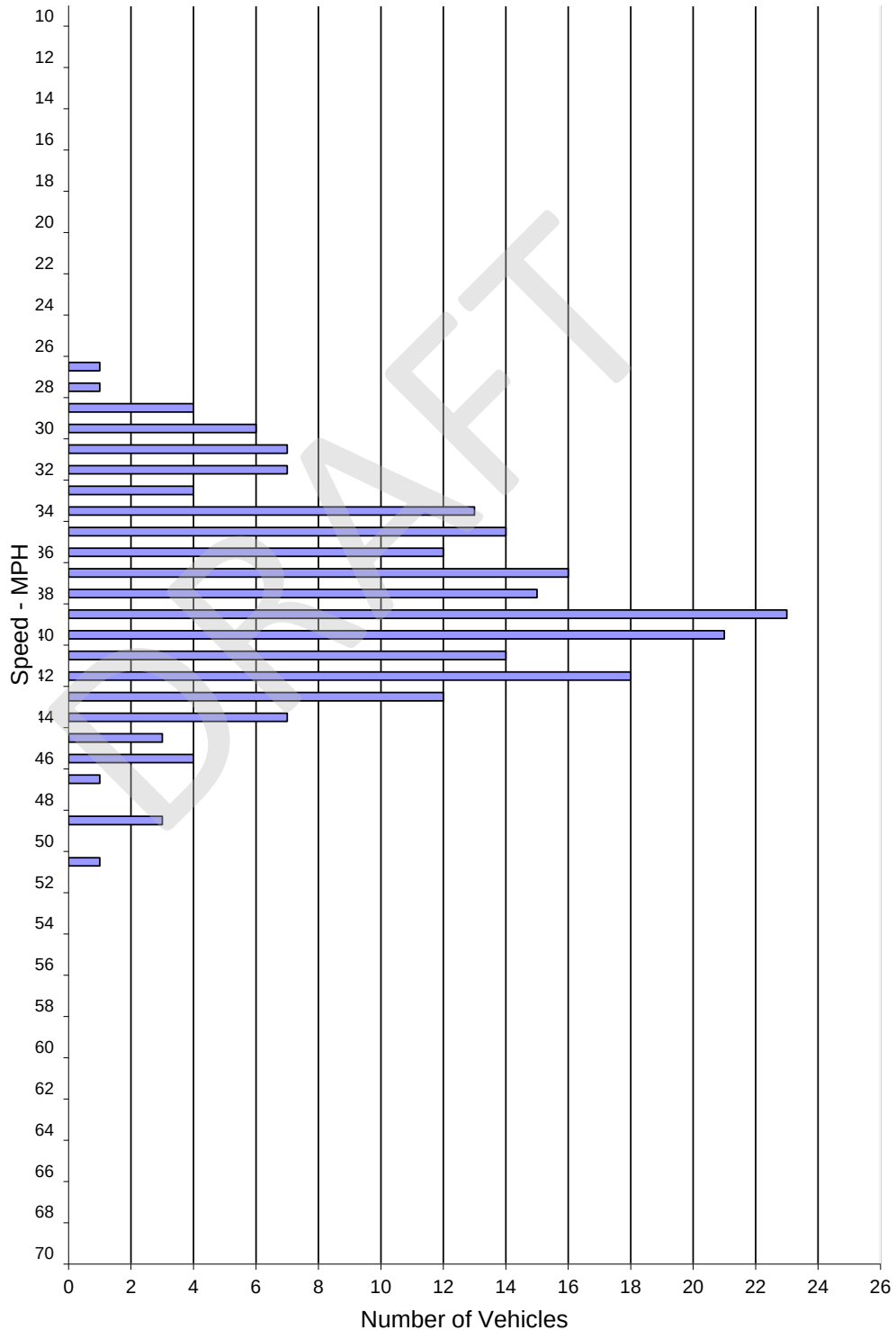
Location: East of Sun Bay Apts. (near dirt path gate)
End Time: 1:00 pm
Posted Speed: 35 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	1
28	1
29	4
30	6
31	7
32	7
33	4
34	13
35	14
36	12
37	16
38	15
39	23
40	21
41	14
42	18
43	12
44	7
45	3
46	4
47	1
48	0
49	3
50	0
51	1
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	207	38.2	27 - 51	39 mph	42 mph	34 - 43	158	76%	14% / 30	10% / 19

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

DEL MONTE BOULEVARD BETWEEN SOUTHERLY CITY LIMIT AND NORTHERLY CITY LIMIT

Sub-Segment: Del Monte Boulevard **Between:** Southerly City Limit **and:** Northerly City Limit

Posted Limit:	35 mph	Bicycle Lanes:	No
Width:	62' (varies)	Sidewalks:	Both Sides
Travel Lanes:	4	Land Use:	Commercial
Configuration:	Undivided	Character:	Urban
Parking:	On-Street	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	11,400	Vehicles Sampled:	210
Segment Length (mi):	1.6	85th Percentile Speed:	40 mph
Collisions:	83	50th Percentile Speed:	35 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	30-39 mph
Collision Rate (c/mvn):	4.16	Percent in Pace:	72%
Statewide Average Rate (c/mvm):	1.24		

Conditions Not Readily Apparent to the Driver:

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 35 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
35 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Del Monte Blvd.

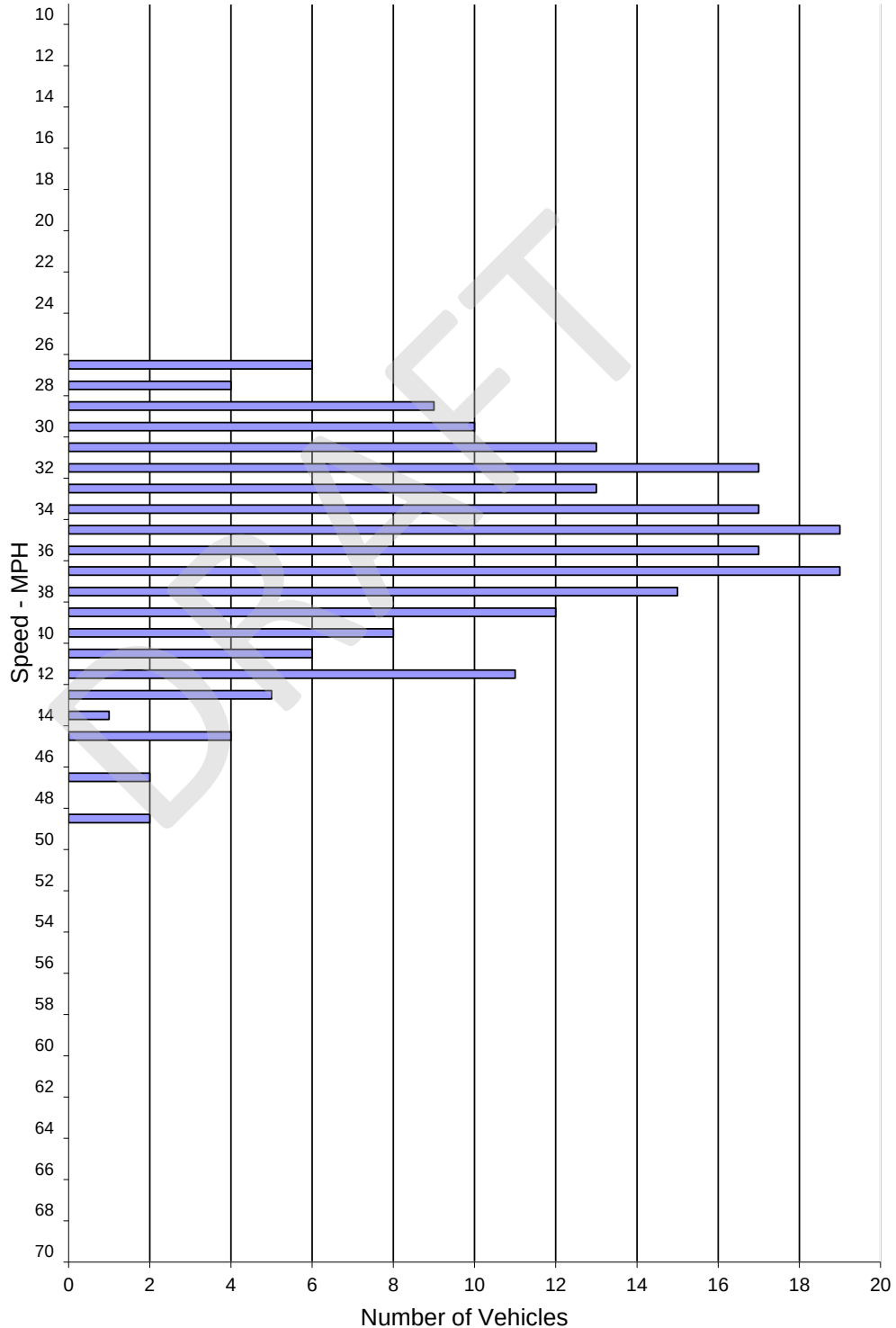
DATE: 6/23/2021
Start Time: 9:00 am
DAY: Wednesday

Location: btwn Tioga Ave. & Clementina Ave.
End Time: 9:32 am
Weather: Overcast
Direction: N/S
Posted Speed: 35 MPH

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	6
28	4
29	9
30	10
31	13
32	17
33	13
34	17
35	19
36	17
37	19
38	15
39	12
40	8
41	6
42	11
43	5
44	1
45	4
46	0
47	2
48	0
49	2
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	210	35.6	27 - 49	35 mph	40 mph	30 - 39	152	72%	9% / 19	19% / 39

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

FREMONT BOULEVARD BETWEEN SOUTHERLY CITY LIMIT AND PLAYA AVENUE

Sub-Segment:	<u>Fremont Boulevard</u>	Between:	<u>Southerly City Limit</u>	and:	<u>Sonoma Avenue</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	86'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Commercial		
Configuration:	Divided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	18,200	Vehicles Sampled:	86
Segment Length (mi):	1.47	85th Percentile Speed:	35 mph
Collisions:	174	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	5.94	Percent in Pace:	78%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one of the primary collision factors for Fremont Boulevard between the Southerly City Limit and Playa Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Fremont Blvd.

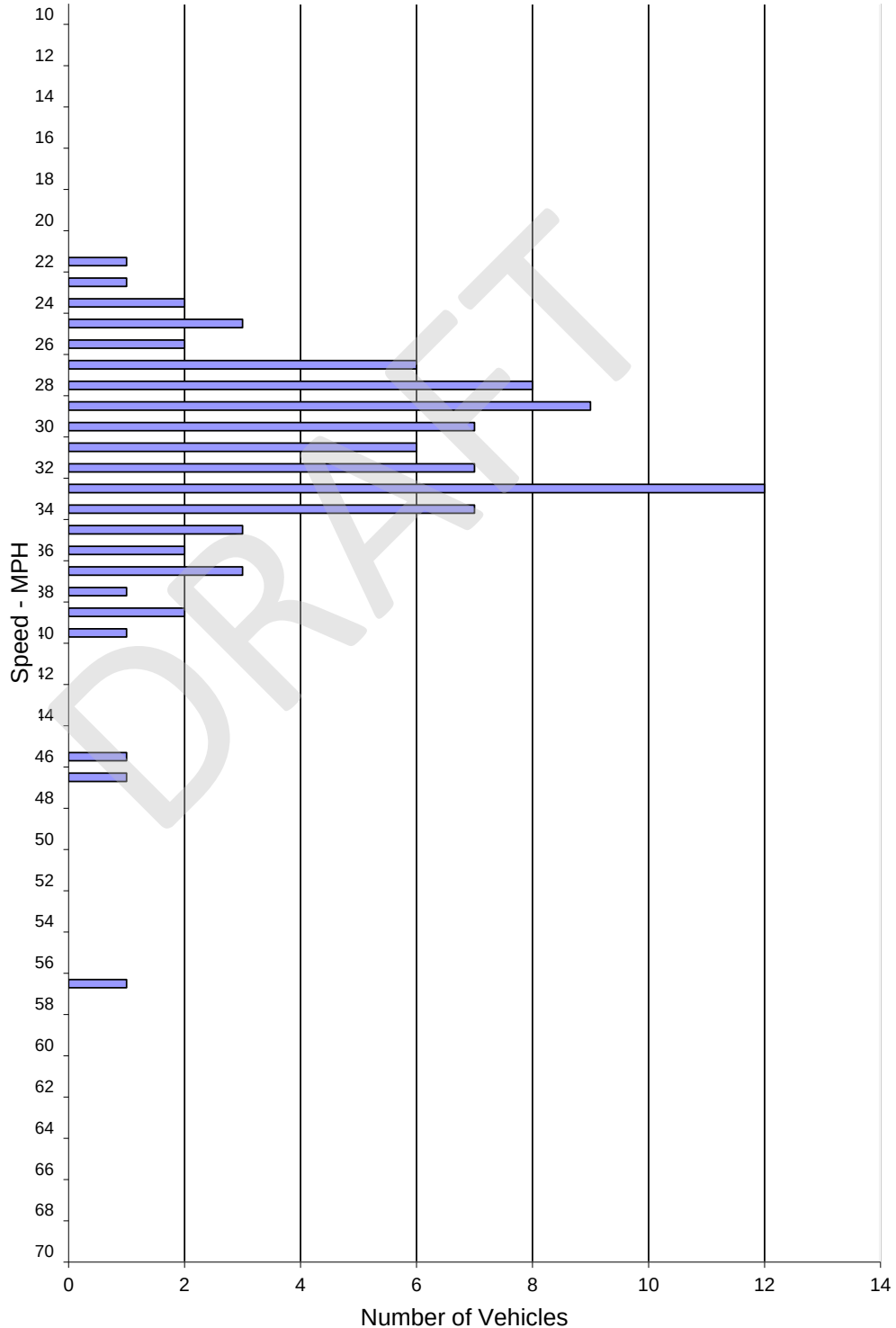
DATE: 6/23/2021
Start Time: 11:17 am
DAY: Wednesday

Location: btwn Trinity Ave. & Harcourt Ave.
End Time: 11:35 am
Posted Speed: 30 MPH
Weather: Overcast
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	1
23	1
24	2
25	3
26	2
27	6
28	8
29	9
30	7
31	6
32	7
33	12
34	7
35	3
36	2
37	3
38	1
39	2
40	1
41	0
42	0
43	0
44	0
45	0
46	1
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	86	31.6	22 - 57	31 mph	35 mph	25 - 34	67	78%	4% / 4	18% / 15

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

FREMONT BOULEVARD BETWEEN SOUTHERLY CITY LIMIT AND PLAYA AVENUE

Sub-Segment:	<u>Fremont Boulevard</u>	Between:	<u>Sonoma Avenue</u>	and:	<u>Broadway Avenue</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	86'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Commercial		
Configuration:	Divided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	18,200	Vehicles Sampled:	77
Segment Length (mi):	1.47	85th Percentile Speed:	34 mph
Collisions:	174	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	5.94	Percent in Pace:	84%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one of the primary collision factors for Fremont Boulevard between the Southerly City Limit and Playa Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Fremont Blvd.

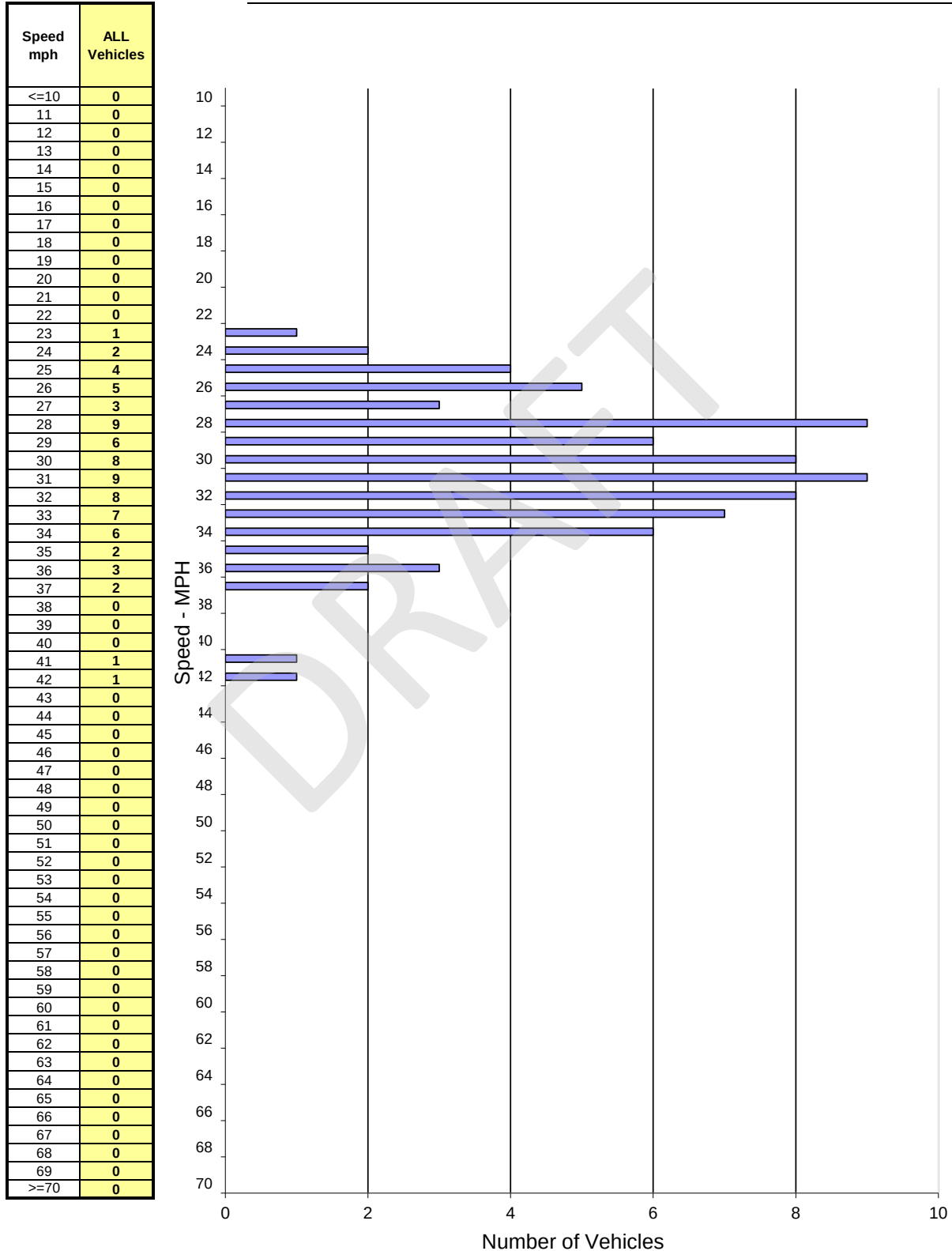
DATE: 6/23/2021
Start Time: 10:56 am
DAY: Wednesday

Location: near Elm Ave.
End Time: 11:14 am
Posted Speed: 30 MPH

Weather: Overcast
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	77	30.6	23 - 42	31 mph	34 mph	25 - 34	65	84%	3% / 3	12% / 9

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

FREMONT BOULEVARD BETWEEN SOUTHERLY CITY LIMIT AND PLAYA AVENUE

Sub-Segment:	<u>Fremont Boulevard</u>	Between:	<u>Broadway Avenue</u>	and:	<u>Playa Avenue</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	66'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	Commercial		
Configuration:	Divided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	18,200	Vehicles Sampled:	79
Segment Length (mi):	1.47	85th Percentile Speed:	37 mph
Collisions:	174	50th Percentile Speed:	32 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	27-36 mph
Collision Rate (c/mvn):	5.94	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one of the primary collision factors for Fremont Boulevard between the Southerly City Limit and Playa Avenue.

A high vulnerable pedestrian traffic generator is located nearby to this segment of Fremont Boulevard.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Fremont Blvd.

DATE: 6/22/2021
Start Time: 3:46 pm
DAY: Tuesday

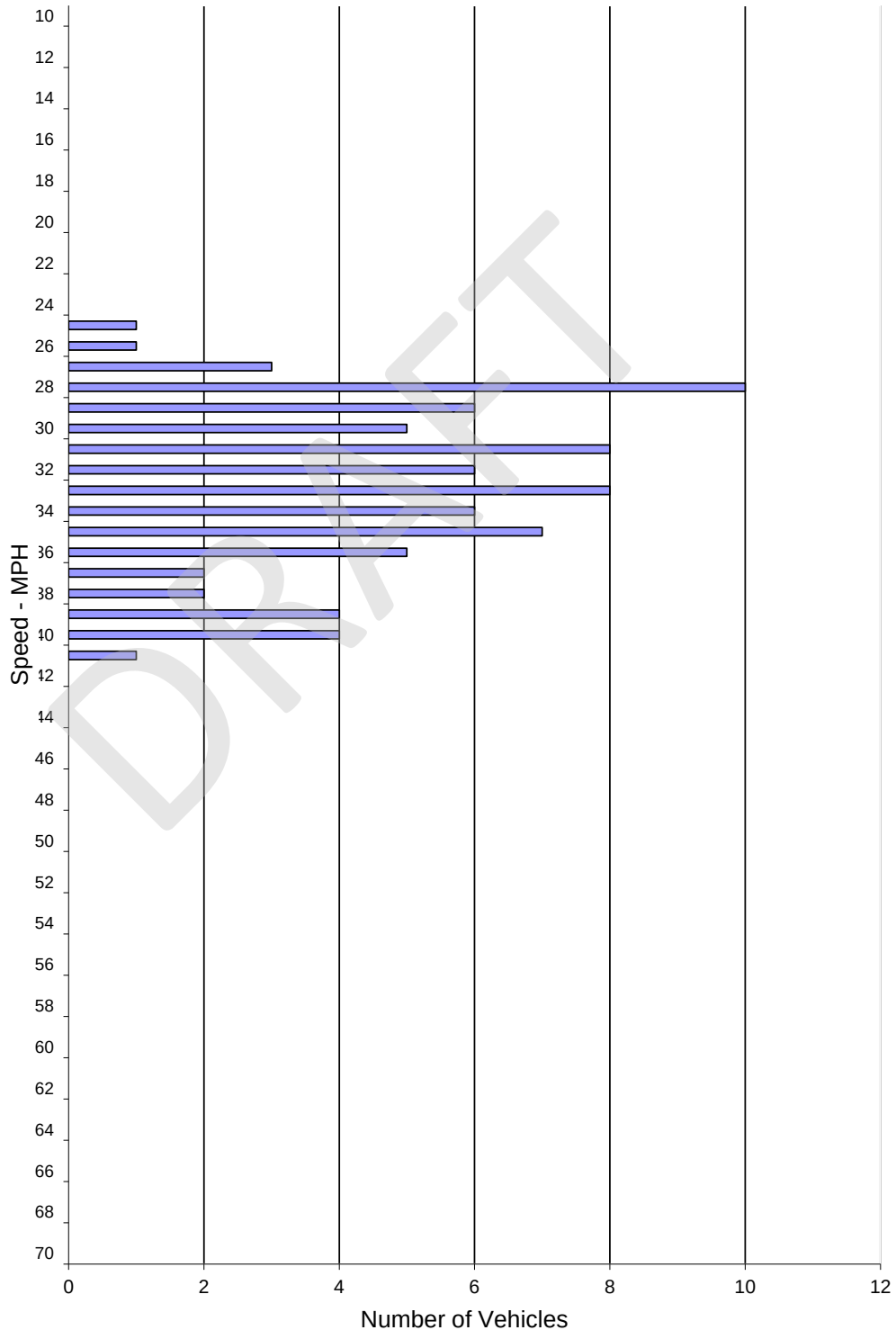
Location: near Birch Ave.
End Time: 4:01 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	1
26	1
27	3
28	10
29	6
30	5
31	8
32	6
33	8
34	6
35	7
36	5
37	2
38	2
39	4
40	4
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	79	32.6	25 - 41	32 mph	37 mph	27 - 36	64	81%	2% / 2	17% / 13

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

FREMONT BOULEVARD BETWEEN PLAYA AVENUE AND NORTHERLY CITY LIMIT

Sub-Segment:	<u>Fremont Boulevard</u>	Between:	<u>Playa Avenue</u>	and:	<u>Ord Grove Avenue</u>
Posted Limit:	35 mph	Bicycle Lanes:	No		
Width:	82' (varies)	Sidewalks:	West Side		
Travel Lanes:	4	Land Use:	Commercial		
Configuration:	Divided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	21,900	Vehicles Sampled:	107
Segment Length (mi):	0.4	85th Percentile Speed:	35 mph
Collisions:	42	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	28-37 mph
Collision Rate (c/mvn):	4.38	Percent in Pace:	87%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is the highest primary collision factor for Fremont Boulevard between Playa Avenue and the Northerly City Limit.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 35 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
35 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Fremont Blvd.

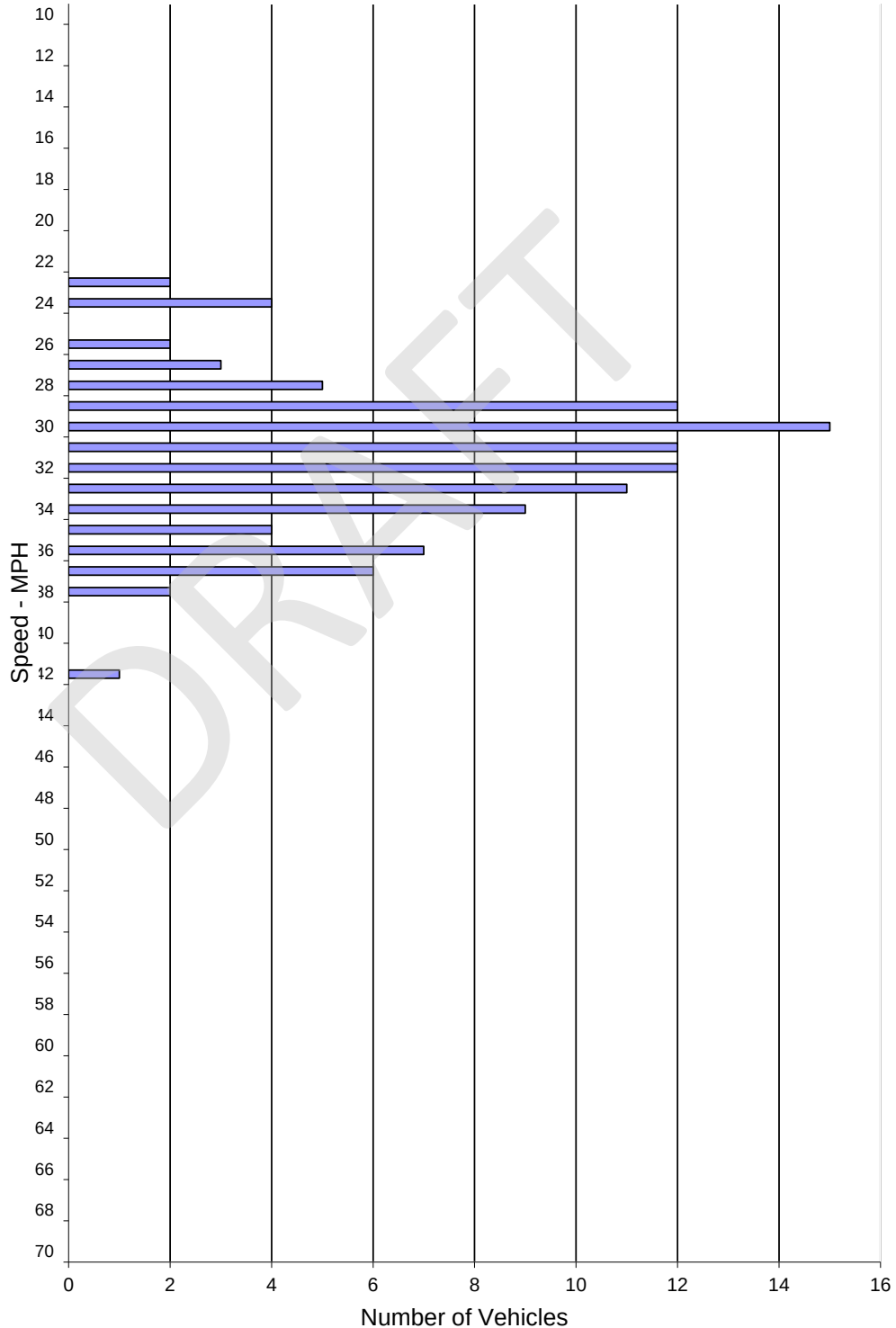
DATE: 6/23/2021
Start Time: 10:04 am
DAY: Wednesday

Location: btwn Playa Ave. & Ord Grove Ave.
End Time: 10:49 am
Posted Speed: 35 MPH
Weather: Overcast
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	2
24	4
25	0
26	2
27	3
28	5
29	12
30	15
31	12
32	12
33	11
34	9
35	4
36	7
37	6
38	2
39	0
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	31.5	23 - 42	31 mph	35 mph	28 - 37	93	87%	10% / 11	3% / 3

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

FREMONT BOULEVARD BETWEEN PLAYA AVENUE AND NORTHERLY CITY LIMIT

Sub-Segment: Fremont Boulevard **Between:** Ord Grove Avenue **and:** Northerly City Limit

Posted Limit:	35 mph	Bicycle Lanes:	No
Width:	92' (varies)	Sidewalks:	Incomplete
Travel Lanes:	4	Land Use:	Commercial
Configuration:	Divided	Character:	Urban
Parking:	On-Street	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	21,900	Vehicles Sampled:	107
Segment Length (mi):	0.4	85th Percentile Speed:	42 mph
Collisions:	42	50th Percentile Speed:	36 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	30-39 mph
Collision Rate (c/mvn):	4.38	Percent in Pace:	68%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is the highest primary collision factor for Fremont Boulevard between Playa Avenue and the Northerly City Limit.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 35 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
35 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Fremont Blvd.

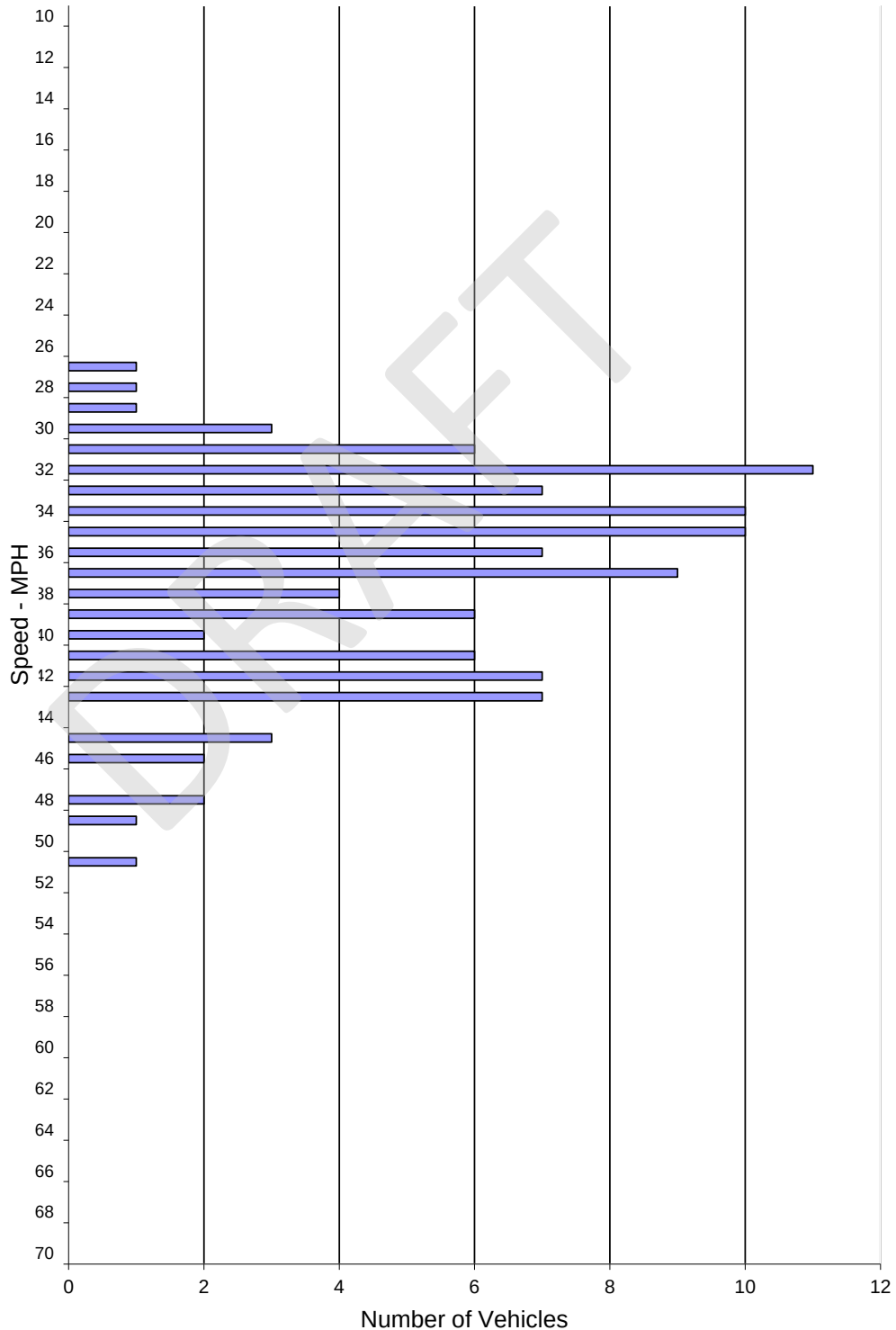
DATE: 6/23/2021
Start Time: 9:37 am
DAY: Wednesday

Location: btwn Military Ave. & Northern City Limits
End Time: 10:02 am
Posted Speed: 35 MPH
Weather: Overcast
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	1
28	1
29	1
30	3
31	6
32	11
33	7
34	10
35	10
36	7
37	9
38	4
39	6
40	2
41	6
42	7
43	7
44	0
45	3
46	2
47	0
48	2
49	1
50	0
51	1
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	36.9	27 - 51	36 mph	42 mph	30 - 39	73	68%	2% / 3	29% / 31

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

GENERAL JIM MOORE BOULEVARD BETWEEN SOUTHERLY CITY LIMIT AND BROADWAY AVENUE

General Jim Moore			
Sub-Segment:	<u>Boulevard</u>	Between:	<u>Southerly City Limit</u> and: <u>Broadway Avenue</u>
Posted Limit:	40 mph	Bicycle Lanes:	Yes
Width:	86'	Sidewalks:	Both Sides
Travel Lanes:	4	Land Use:	No adjacent land uses
Configuration:	Divided	Character:	Urban
Parking:	Prohibited	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	5,400	Vehicles Sampled:	103
Segment Length (mi):	0.87	85th Percentile Speed:	47 mph
Collisions:	4	50th Percentile Speed:	42 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	37-46 mph
Collision Rate (c/mvn):	0.78	Percent in Pace:	77%
Statewide Average Rate (c/mvm):	1.20		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 45 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit: 45 mph
--

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

General Jim Moore Blvd.

DATE: 6/18/2021
Start Time: 3:21 pm
DAY: Friday

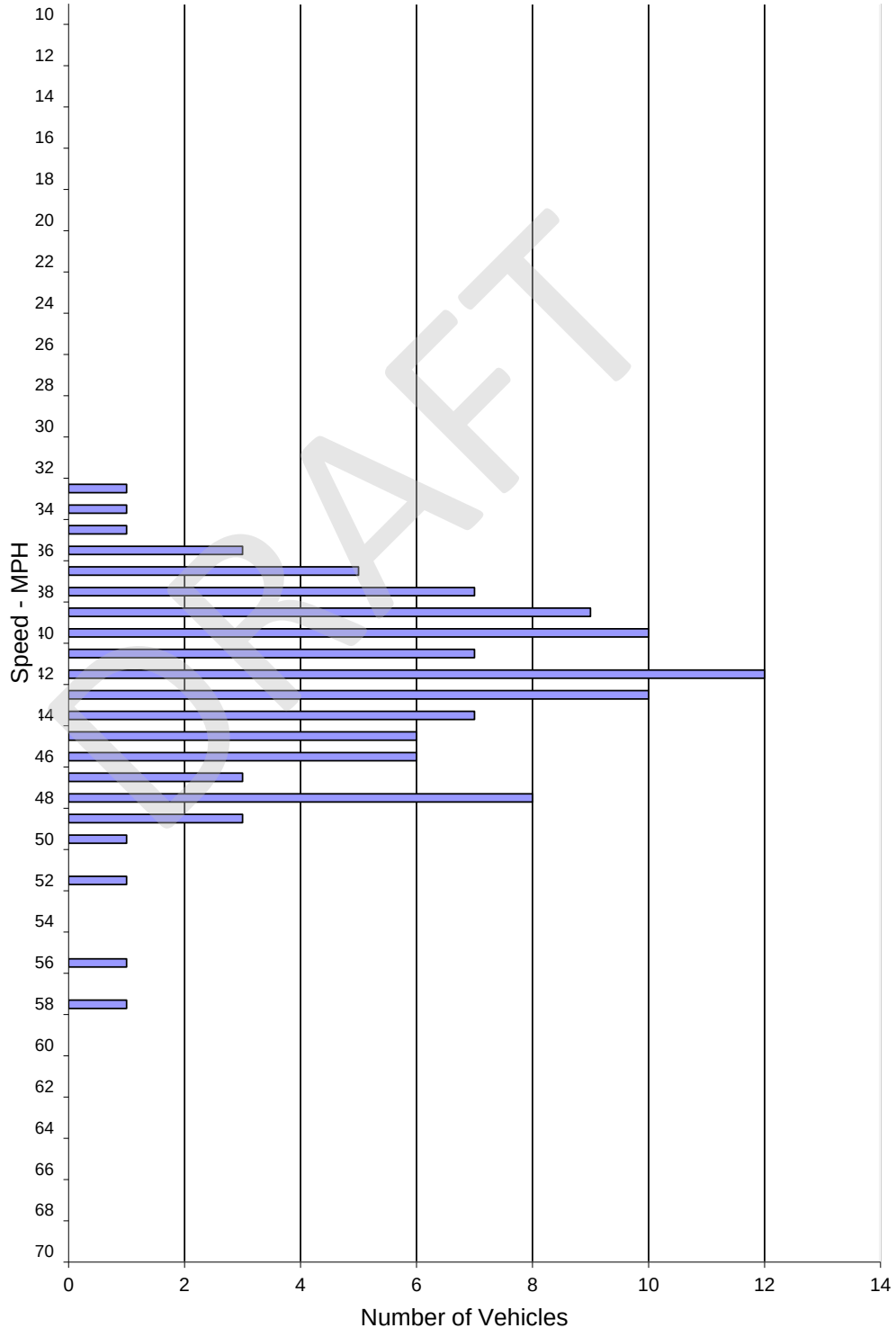
Location: btwn. Hilby Ave. & Southern City Limits
End Time: 3:38 pm
Posted Speed: 40 MPH

Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	1
34	1
35	1
36	3
37	5
38	7
39	9
40	10
41	7
42	12
43	10
44	7
45	6
46	6
47	3
48	8
49	3
50	1
51	0
52	1
53	0
54	0
55	0
56	1
57	0
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	103	42.5	33 - 58	42 mph	47 mph	37 - 46	79	77%	5% / 6	18% / 18

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

GENERAL JIM MOORE BOULEVARD BETWEEN BROADWAY AVENUE AND COE AVENUE

General Jim Moore

Sub-Segment:	<u>Boulevard</u>	Between:	<u>Broadway Avenue</u>	and:	<u>Coe Avenue</u>
Posted Limit:	40 mph	Bicycle Lanes:	Yes		
Width:	86'	Sidewalks:	Both Sides		
Travel Lanes:	4	Land Use:	No adjacent land uses		
Configuration:	Divided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	6,700	Vehicles Sampled:	108
Segment Length (mi):	0.97	85th Percentile Speed:	50 mph
Collisions:	5	50th Percentile Speed:	45 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	40-49 mph
Collision Rate (c/mvn):	0.70	Percent in Pace:	67%
Statewide Average Rate (c/mvm):	1.20		

Conditions Not Readily Apparent to the Driver:

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 45 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit: 45 mph
--

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

General Jim Moore Blvd.

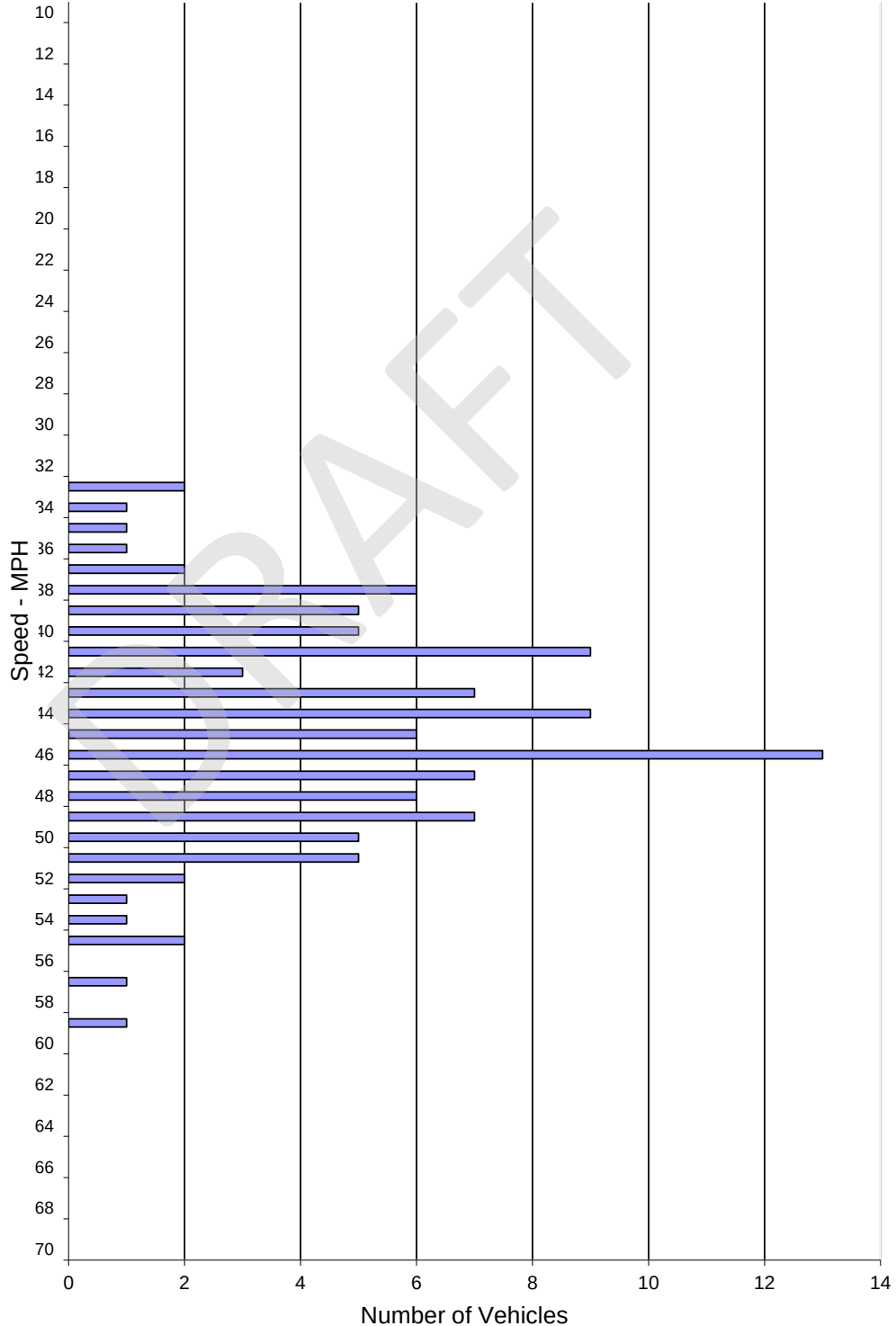
DATE: 6/15/2021
Start Time: 3:24 pm
DAY: Tuesday

Location: btwn San Pablo Ave. & Broadway Ave.
End Time: 3:51 pm
Posted Speed: 40 MPH

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	2
34	1
35	1
36	1
37	2
38	6
39	5
40	5
41	9
42	3
43	7
44	9
45	6
46	13
47	7
48	6
49	7
50	5
51	5
52	2
53	1
54	1
55	2
56	0
57	1
58	0
59	1
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	108	44.7	33 - 59	45 mph	50 mph	40 - 49	72	67%	16% / 18	17% / 18

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

GENERAL JIM MOORE BOULEVARD BETWEEN COE AVENUE AND MCCLURE WAY

General Jim Moore			
Sub-Segment:	<u>Boulevard</u>	Between:	<u>Coe Avenue</u> and: <u>McClure Way</u>
Posted Limit:	45 mph	Bicycle Lanes:	Yes and Class IV Facility
Width:	86'	Sidewalks:	Both Sides
Travel Lanes:	4	Land Use:	No adjacent land uses
Configuration:	Divided	Character:	Urban
Parking:	Prohibited	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	5,500	Vehicles Sampled:	213
Segment Length (mi):	0.46	85th Percentile Speed:	47 mph
Collisions:	1	50th Percentile Speed:	42 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	39-48 mph
Collision Rate (c/mvn):	0.36	Percent in Pace:	70%
Statewide Average Rate (c/mvm):	1.20		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 45 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
45 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

General Jim Moore Blvd.

DATE: 6/15/2021
Start Time: 1:55 pm
DAY: Tuesday

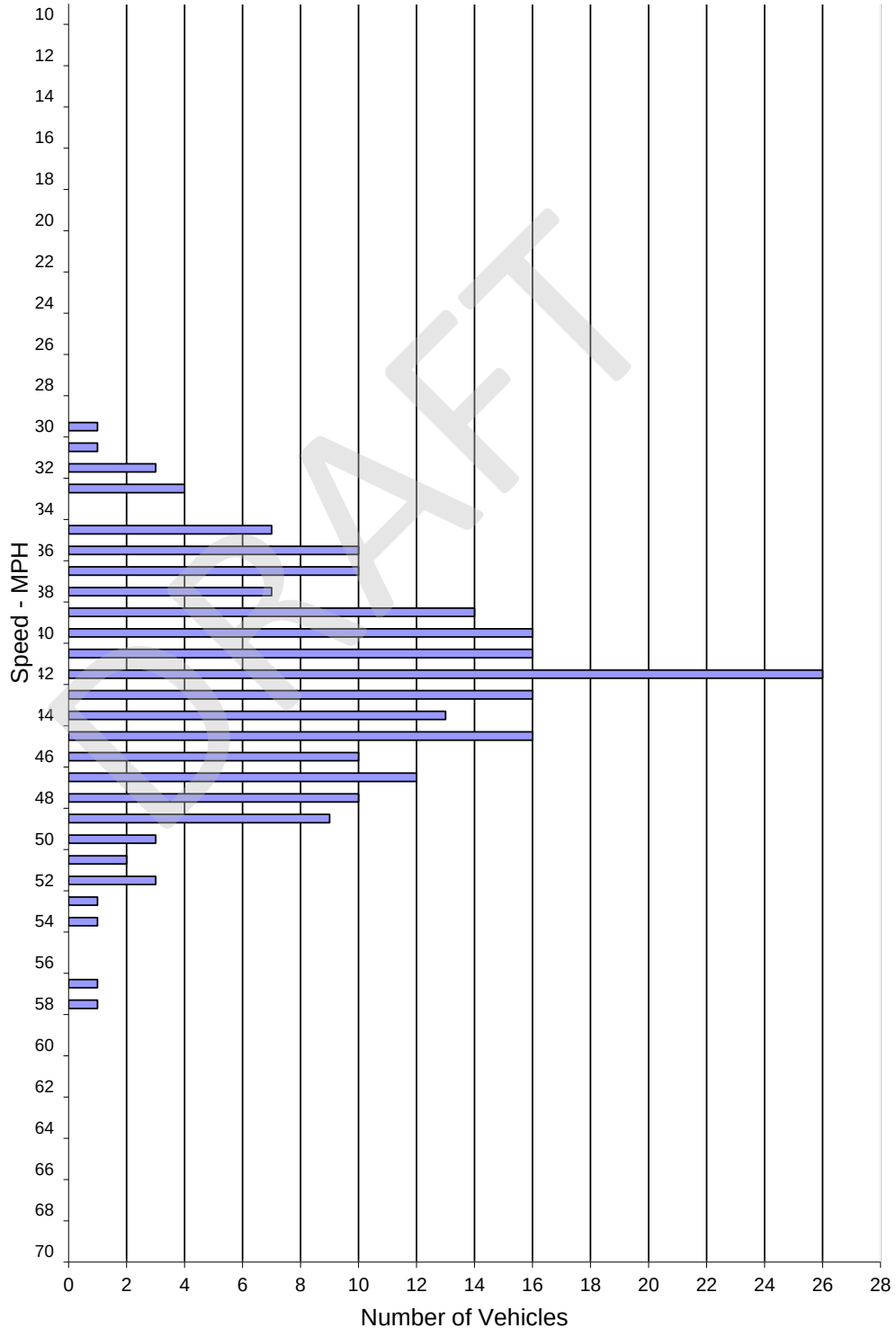
Location: btwn. Coe Ave. & McClure Way
End Time: 2:55 pm
Posted Speed: 45 MPH

Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	1
31	1
32	3
33	4
34	0
35	7
36	10
37	10
38	7
39	14
40	16
41	16
42	26
43	16
44	13
45	16
46	10
47	12
48	10
49	9
50	3
51	2
52	3
53	1
54	1
55	0
56	0
57	1
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	213	42.3	30 - 58	42 mph	47 mph	39 - 48	149	70%	20% / 43	10% / 21

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

HILBY AVENUE BETWEEN FREMONT BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment:	<u>Hilby Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Noche Buena Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Mixed-Use		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	5,300	Vehicles Sampled:	101
Segment Length (mi):	1.25	85th Percentile Speed:	36 mph
Collisions:	31	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	4.27	Percent in Pace:	79%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one the primary collision factors for Hilby Avenue between Fremont Boulevard and General Jim Moore Boulevard.

Multiple high vulnerable pedestrian traffic generators are located nearby to this segment of Hilby Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Hilby Ave.

DATE: 6/18/2021
Start Time: 2:55 pm
DAY: Friday

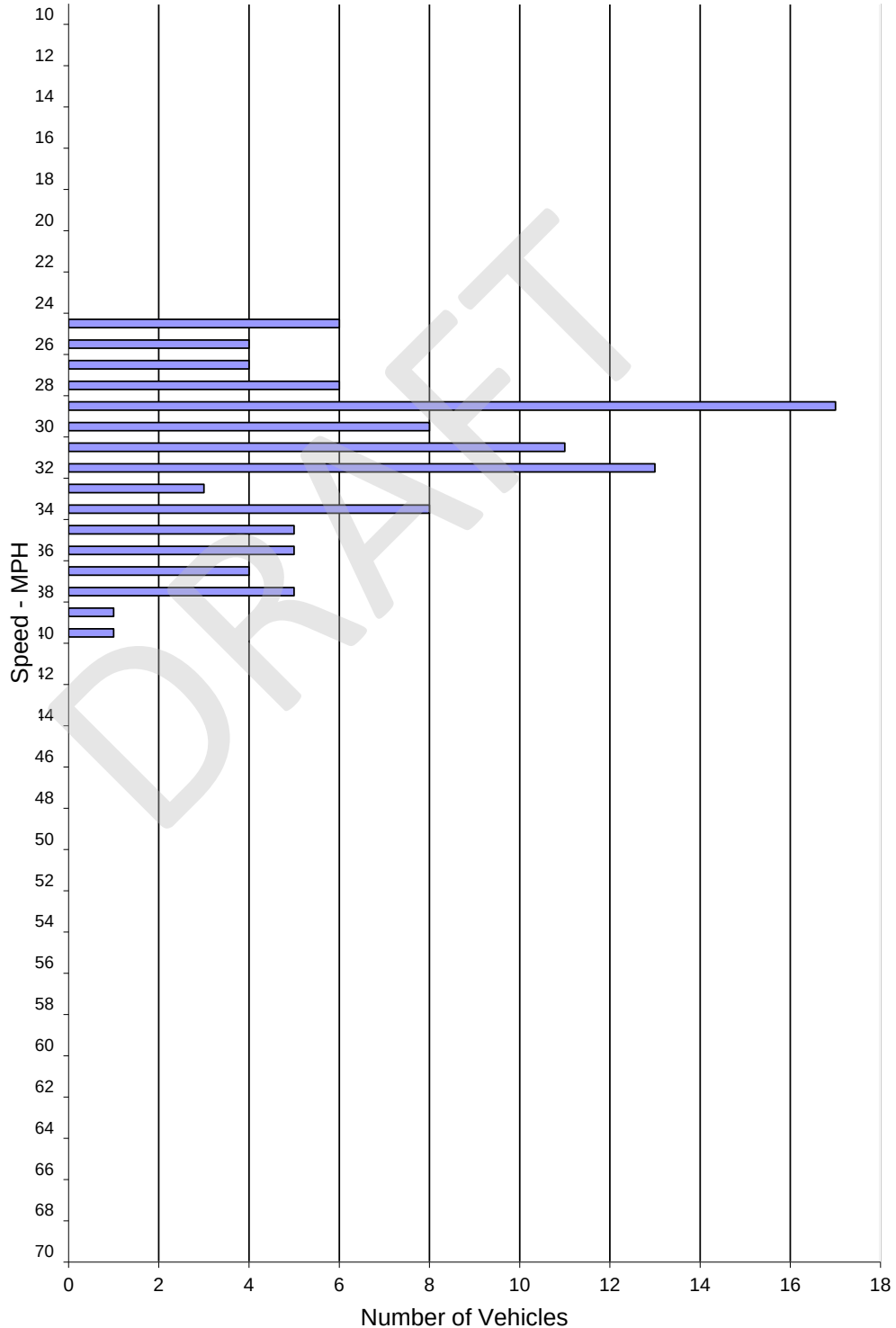
Location: near Prospect St.
End Time: 3:17 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	6
26	4
27	4
28	6
29	17
30	8
31	11
32	13
33	3
34	8
35	5
36	5
37	4
38	5
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	101	31.3	25 - 40	31 mph	36 mph	25 - 34	80	79%	0% / 0	21% / 21

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

HILBY AVENUE BETWEEN FREMONT BOULEVARD AND GENERAL JIM MOORE BOULEVARD

Sub-Segment: Hilby Avenue **Between:** Noche Buena Street **and:** General Jim Moore Boulevard

Posted Limit:	30 mph	Bicycle Lanes:	No
Width:	38'	Sidewalks:	Both Sides
Travel Lanes:	2	Land Use:	Residential
Configuration:	Undivided	Character:	Urban
Parking:	On-Street	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	5,300	Vehicles Sampled:	107
Segment Length (mi):	1.25	85th Percentile Speed:	35 mph
Collisions:	31	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	27-36 mph
Collision Rate (c/mvn):	4.27	Percent in Pace:	80%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one the primary collision factors for Hilby Avenue between Fremont Boulevard and General Jim Moore Boulevard.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Hilby Ave.

DATE: 6/18/2021
Start Time: 2:19 pm
DAY: Friday

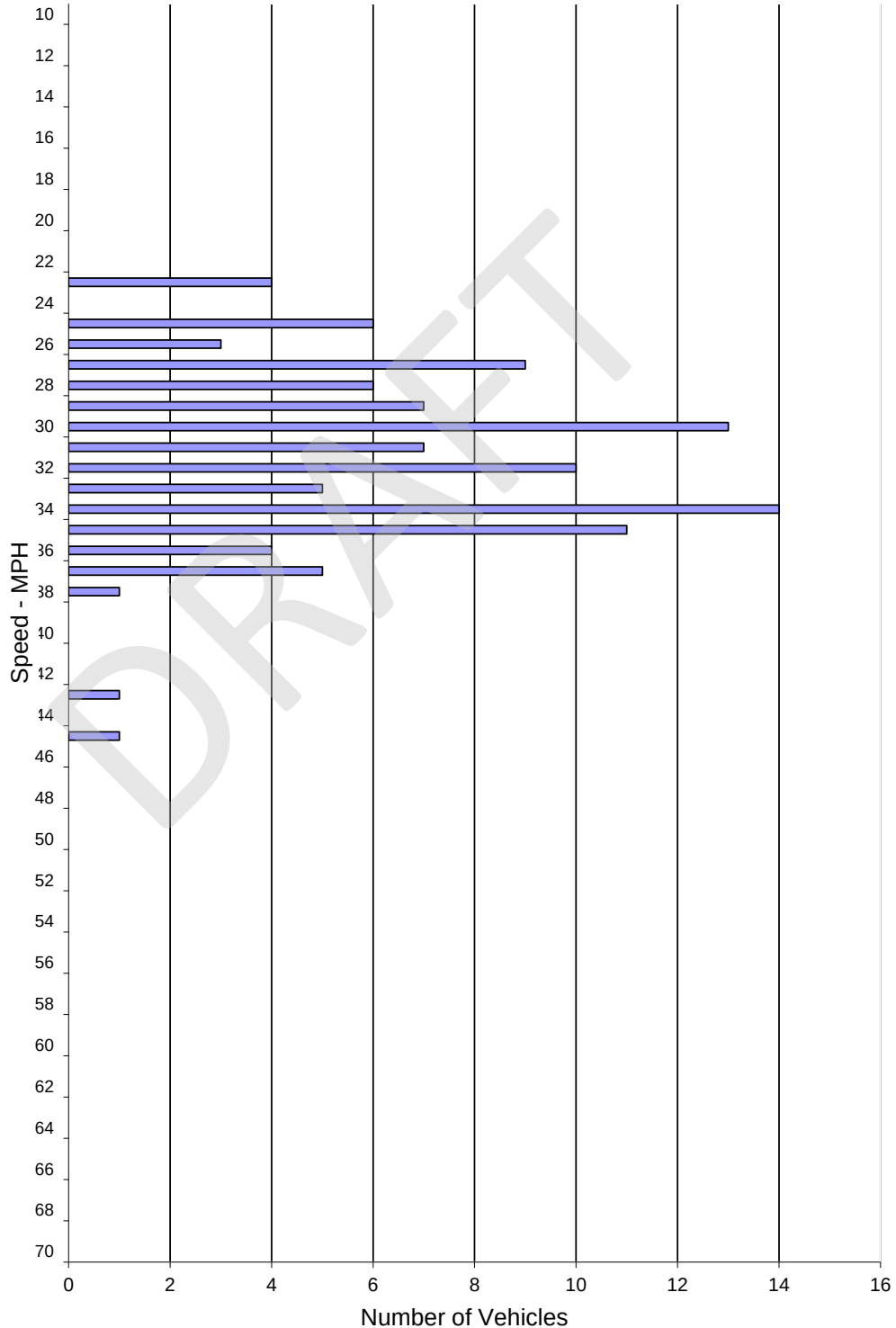
Location: near Darwin St.
End Time: 2:53 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	4
24	0
25	6
26	3
27	9
28	6
29	7
30	13
31	7
32	10
33	5
34	14
35	11
36	4
37	5
38	1
39	0
40	0
41	0
42	0
43	1
44	0
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	31.2	23 - 45	31 mph	35 mph	27 - 36	86	80%	12% / 13	8% / 8

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

KIMBALL AVENUE BETWEEN FREMONT BOULEVARD AND MESCAL STREET

Sub-Segment:	<u>Kimball Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Noche Buena Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38' (varies)	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	4,800	Vehicles Sampled:	108
Segment Length (mi):	1.19	85th Percentile Speed:	34 mph
Collisions:	31	50th Percentile Speed:	30 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	4.96	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Kimball Ave.

DATE: 6/17/2021
Start Time: 3:28 pm
DAY: Thursday

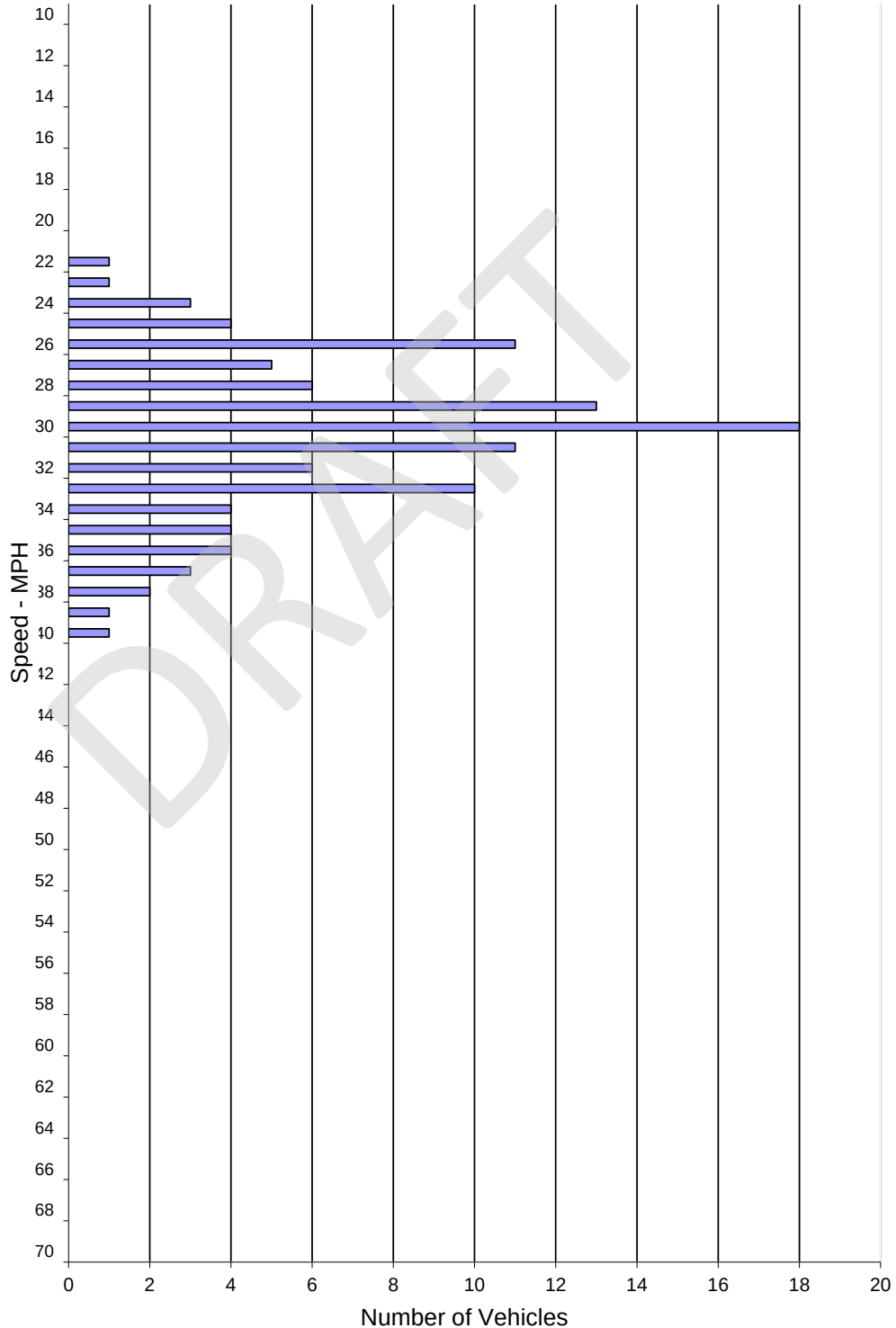
Location: West of Wheeler St.
End Time: 3:55 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	1
23	1
24	3
25	4
26	11
27	5
28	6
29	13
30	18
31	11
32	6
33	10
34	4
35	4
36	4
37	3
38	2
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	108	30.3	22 - 40	30 mph	34 mph	25 - 34	88	81%	4% / 5	14% / 15

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

KIMBALL AVENUE BETWEEN FREMONT BOULEVARD AND MESCAL STREET

Sub-Segment:	<u>Kimball Avenue</u>	Between:	<u>Noche Buena Street</u>	and:	<u>Mescal Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38' (varies)	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	4,800	Vehicles Sampled:	112
Segment Length (mi):	1.19	85th Percentile Speed:	34 mph
Collisions:	31	50th Percentile Speed:	30 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	4.96	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Kimball Ave.

DATE: 6/17/2021
Start Time: 3:00 pm
DAY: Thursday

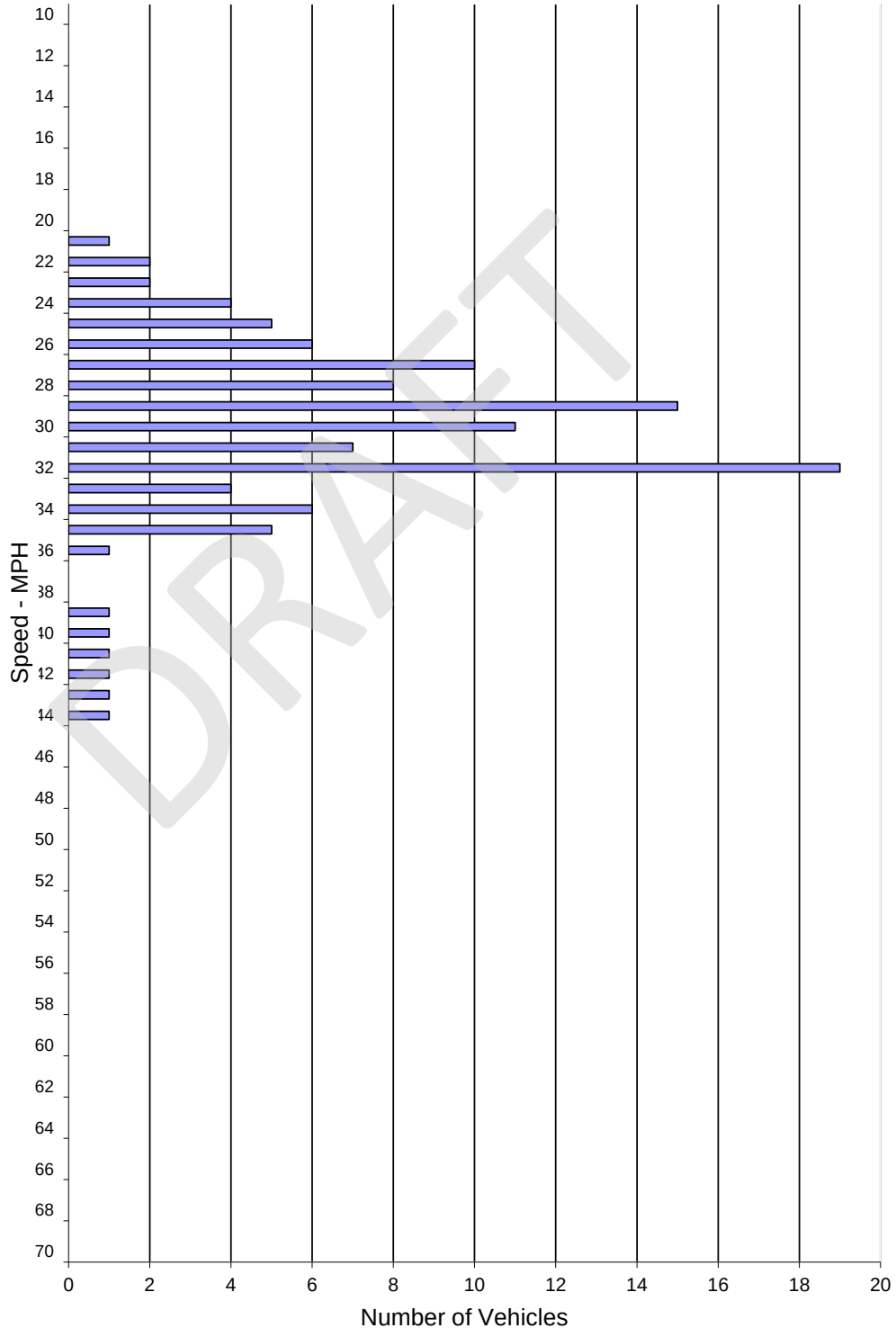
Location: East of Noche Buena St.
End Time: 3:21 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	1
22	2
23	2
24	4
25	5
26	6
27	10
28	8
29	15
30	11
31	7
32	19
33	4
34	6
35	5
36	1
37	0
38	0
39	1
40	1
41	1
42	1
43	1
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	112	30.1	21 - 44	30 mph	34 mph	25 - 34	91	81%	8% / 9	11% / 12

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

LA SALLE AVENUE BETWEEN DEL MONTE BOULEVARD AND LYSETTE COURT

Sub-Segment: La Salle Avenue **Between:** Del Monte Boulevard **and:** Fremont Boulevard

Posted Limit:	30 mph	Bicycle Lanes:	No
Width:	60'	Sidewalks:	Both Sides
Travel Lanes:	2	Land Use:	Commercial
Configuration:	Undivided	Character:	Urban
Parking:	On-Street	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	4,000	Vehicles Sampled:	72
Segment Length (mi):	1.27	85th Percentile Speed:	29 mph
Collisions:	31	50th Percentile Speed:	25 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	22-31 mph
Collision Rate (c/mvn):	5.57	Percent in Pace:	82%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

La Salle Ave.

DATE: 6/17/2021

Start Time: 12:10 pm

DAY: Thursday

Location: btwn Fremont Blvd. & The Mall

End Time: 12:31 pm

Posted Speed: 30 MPH

Weather: Sunny

Direction: E/W

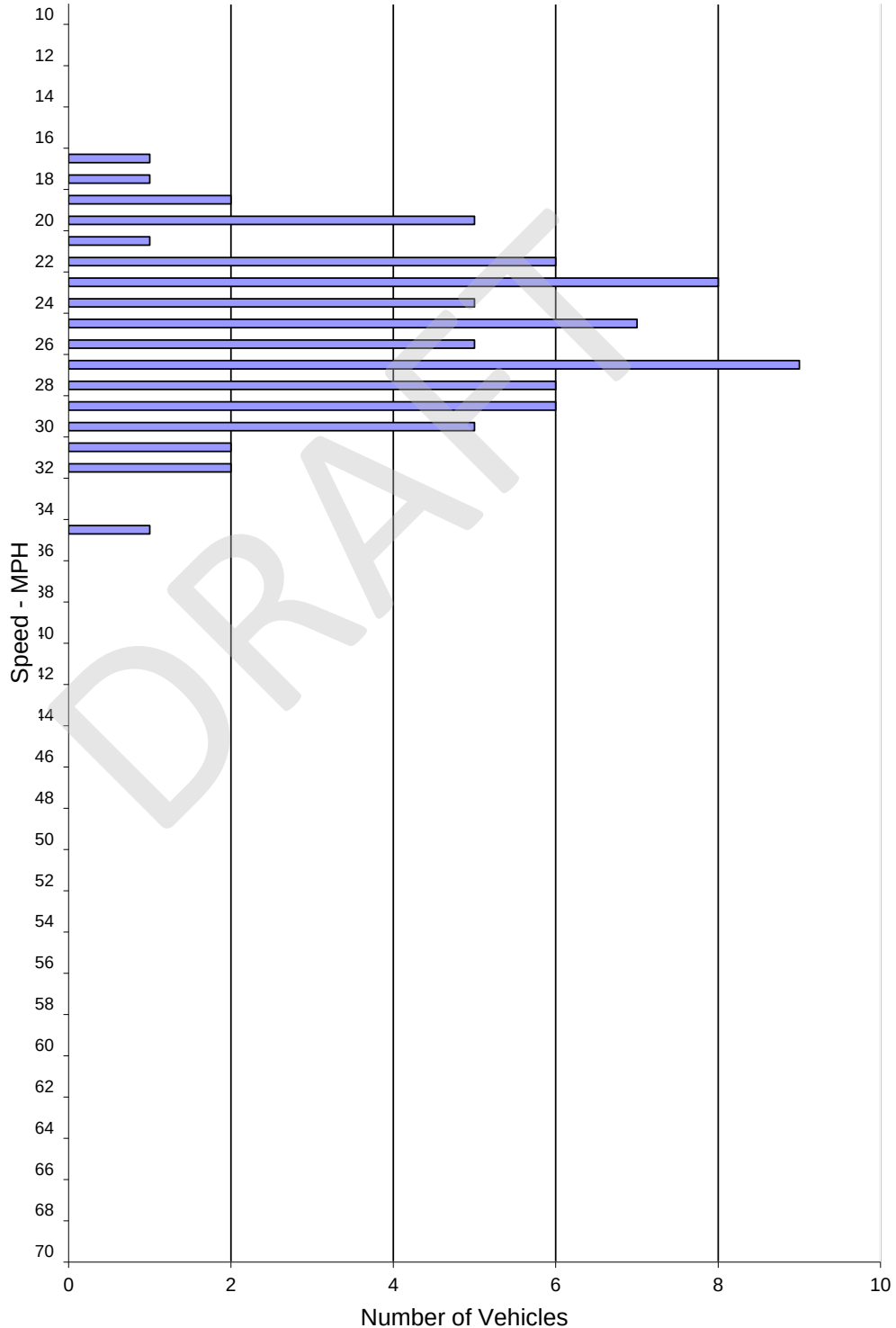
Observer: Mietek

Calibration: DONE

Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	1
18	1
19	2
20	5
21	1
22	6
23	8
24	5
25	7
26	5
27	9
28	6
29	6
30	5
31	2
32	2
33	0
34	0
35	1
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	72	25.4	17 - 35	25 mph	29 mph	22 - 31	59	82%	13% / 10	5% / 3

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

LA SALLE AVENUE BETWEEN DEL MONTE BOULEVARD AND LYSETTE COURT

Sub-Segment:	<u>La Salle Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Yosemite Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38' (varies)	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential, Schools		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	4,000	Vehicles Sampled:	81
Segment Length (mi):	1.27	85th Percentile Speed:	35 mph
Collisions:	31	50th Percentile Speed:	31 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	27-36 mph
Collision Rate (c/mvn):	5.57	Percent in Pace:	78%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

La Salle Ave.

DATE: 6/17/2021
Start Time: 12:10 pm
DAY: Thursday

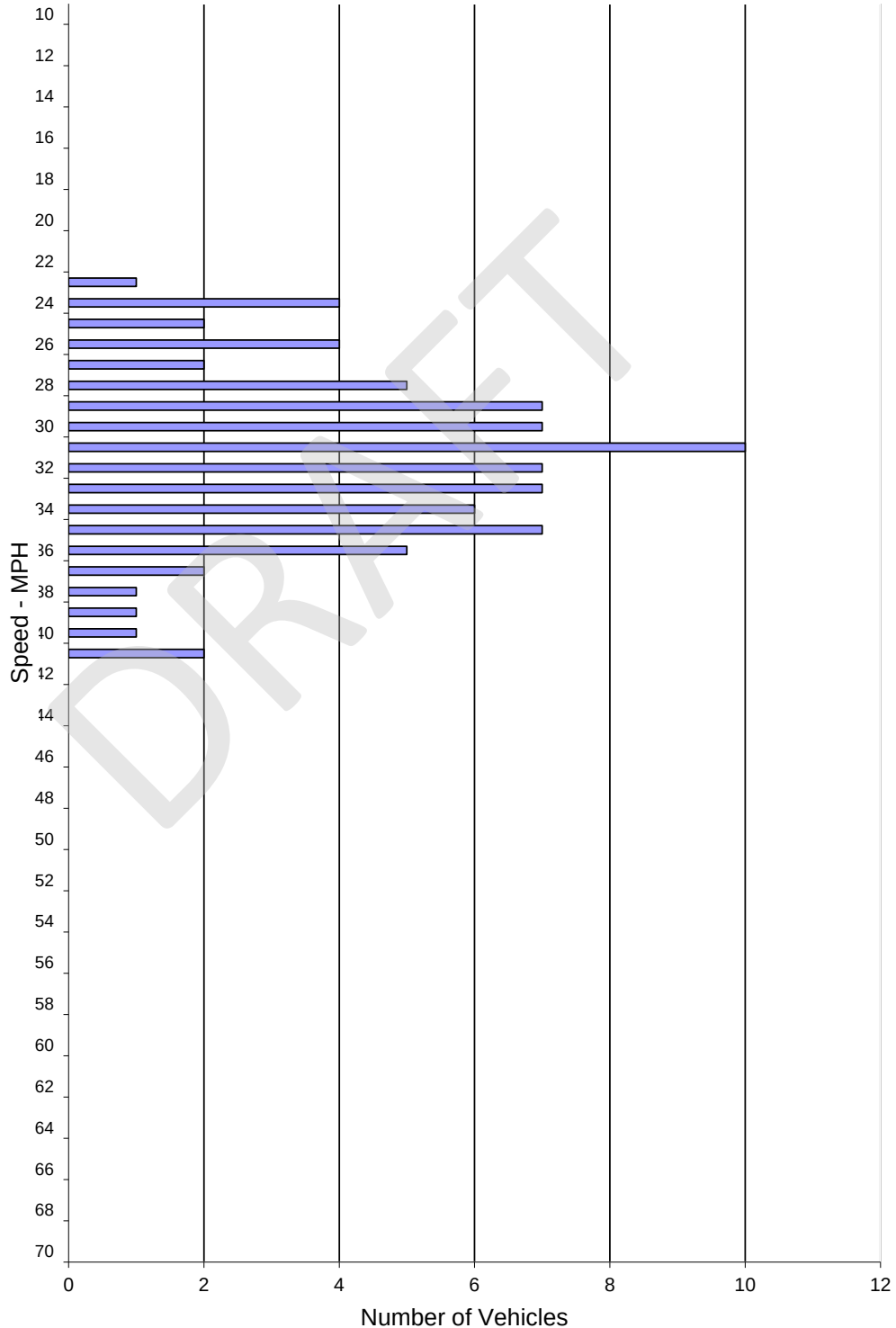
Location: near Darwin St.
End Time: 12:31 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	1
24	4
25	2
26	4
27	2
28	5
29	7
30	7
31	10
32	7
33	7
34	6
35	7
36	5
37	2
38	1
39	1
40	1
41	2
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	81	31.4	23 - 41	31 mph	35 mph	27 - 36	63	78%	13% / 11	9% / 7

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

LA SALLE AVENUE BETWEEN DEL MONTE BOULEVARD AND LYSETTE COURT

Sub-Segment:	<u>La Salle Avenue</u>	Between:	<u>Yosemite Street</u>	and:	<u>Lysette Court</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential, School		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	4,000	Vehicles Sampled:	80
Segment Length (mi):	1.27	85th Percentile Speed:	30 mph
Collisions:	31	50th Percentile Speed:	27 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	21-30 mph
Collision Rate (c/mvn):	5.57	Percent in Pace:	83%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

La Salle Ave.

DATE: 6/17/2021
Start Time: 11:04 am
DAY: Thursday

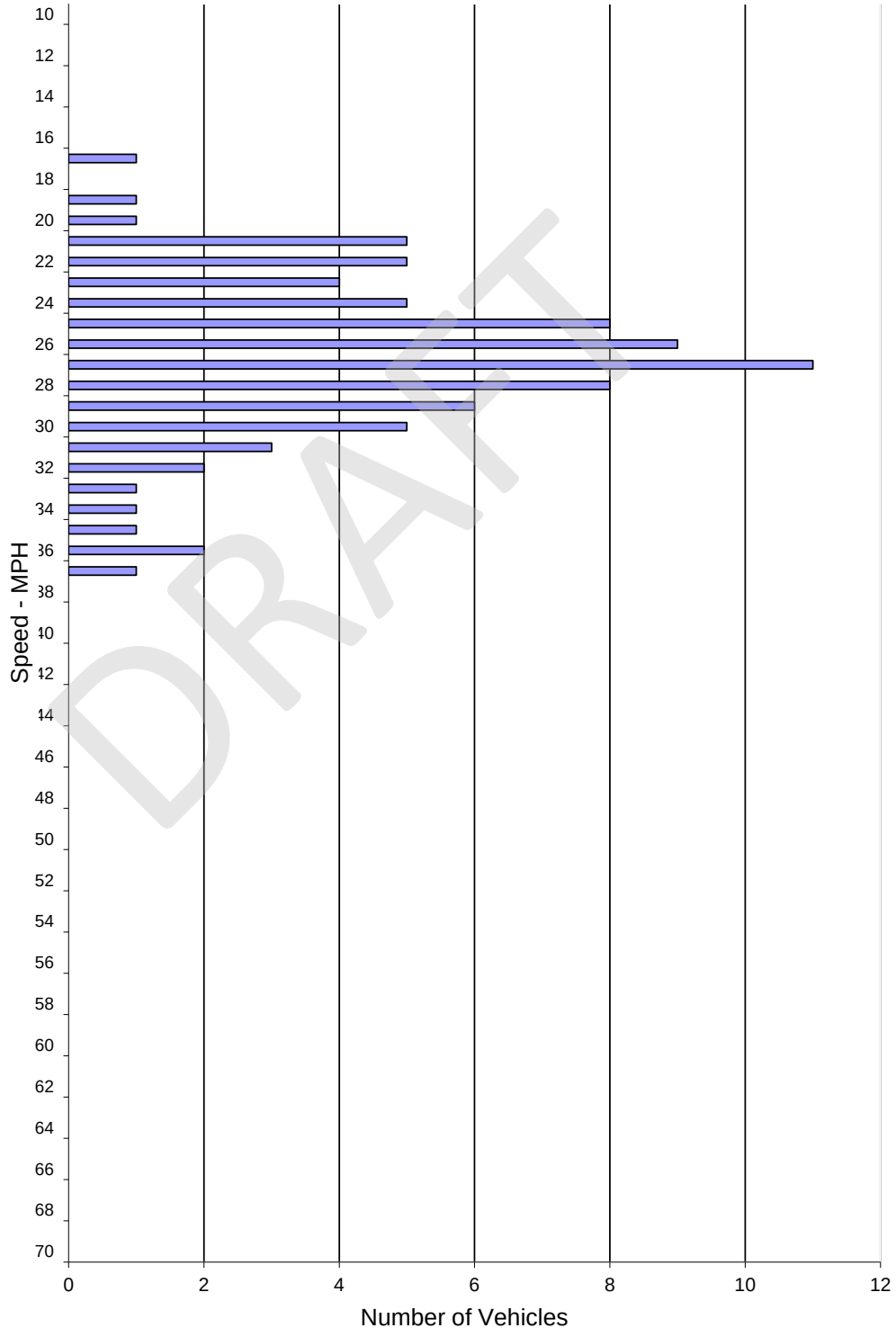
Location: West of Napa St.
End Time: 12:07 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	1
18	0
19	1
20	1
21	5
22	5
23	4
24	5
25	8
26	9
27	11
28	8
29	6
30	5
31	3
32	2
33	1
34	1
35	1
36	2
37	1
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	80	26.6	17 - 37	27 mph	30 mph	21 - 30	66	83%	3% / 3	14% / 11

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

LIGHTFIGHTER DRIVE BETWEEN HIGHWAY-1 AND GENERAL JIM MOORE BOULEVARD

Sub-Segment: Lightfighter Drive **Between:** Highway-1 **and:** General Jim Moore Boulevard

Posted Limit:	40 mph	Bicycle Lanes:	No
Width:	68'	Sidewalks:	Both Sides
Travel Lanes:	4	Land Use:	No adjacent land uses
Configuration:	Divided	Character:	Urban
Parking:	Prohibited	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	9,300	Vehicles Sampled:	205
Segment Length (mi):	0.5	85th Percentile Speed:	45 mph
Collisions:	16	50th Percentile Speed:	40 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	35-44 mph
Collision Rate (c/mvn):	3.14	Percent in Pace:	70%
Statewide Average Rate (c/mvm):	1.20		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 40 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
40 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Light Fighter Dr.

DATE: 6/15/2021
Start Time: 9:00 am
DAY: Tuesday

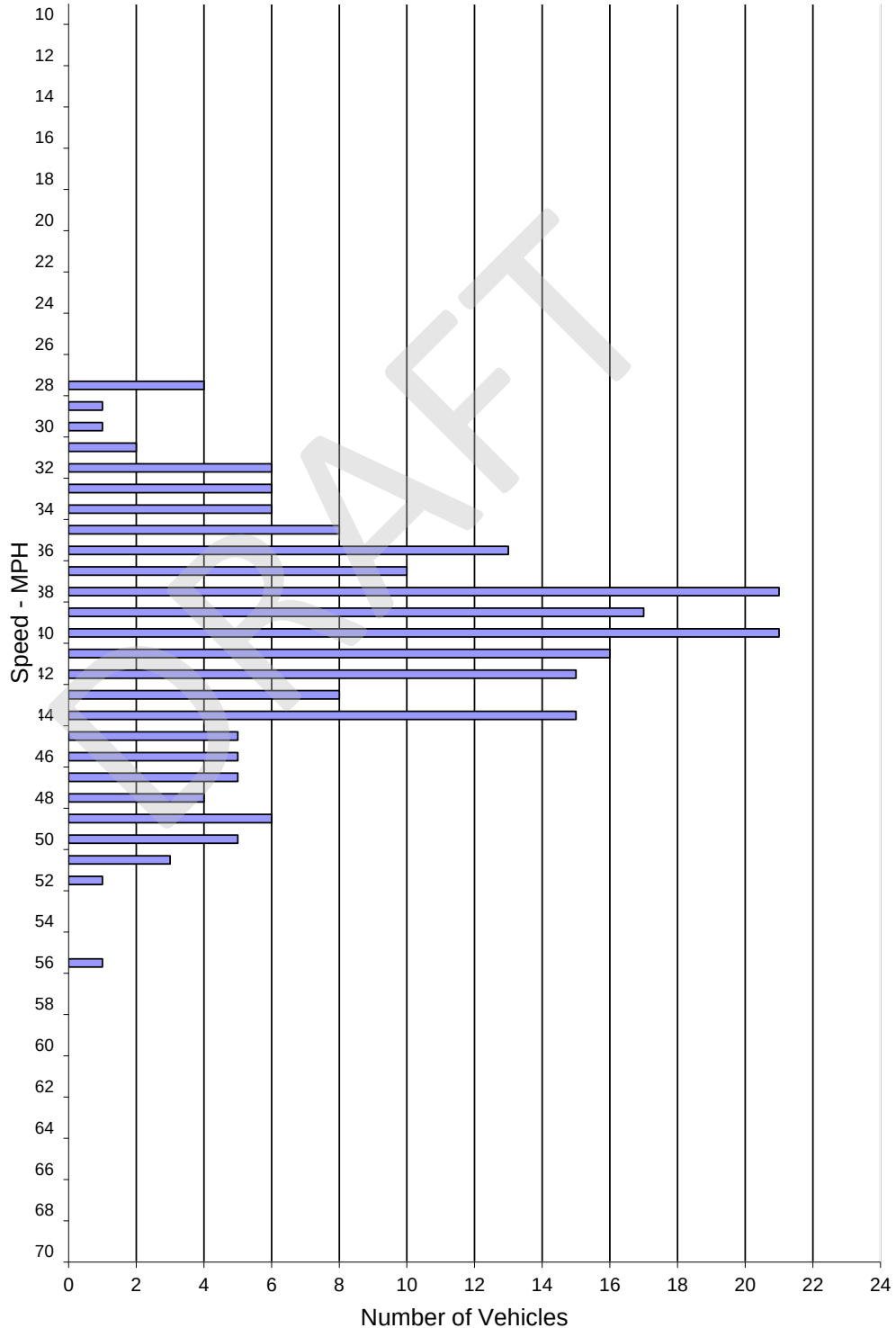
Location: btwn 2nd Ave. & General Jim Moore Blvd.
End Time: 10:20 am
Posted Speed: 40 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	4
29	1
30	1
31	2
32	6
33	6
34	6
35	8
36	13
37	10
38	21
39	17
40	21
41	16
42	15
43	8
44	15
45	5
46	5
47	5
48	4
49	6
50	5
51	3
52	1
53	0
54	0
55	0
56	1
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	205	40.1	28 - 56	40 mph	45 mph	35 - 44	144	70%	12% / 26	18% / 35

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MESCAL STREET BETWEEN PLUMAS AVENUE AND SAN PABLO AVENUE

Sub-Segment:	<u>Mescal Street</u>	Between:	<u>Plumas Avenue</u>	and:	<u>Hilby Avenue</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	22'	Sidewalks:	Discontinuous on one side		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,600	Vehicles Sampled:	53
Segment Length (mi):	1.36	85th Percentile Speed:	30 mph
Collisions:	5	50th Percentile Speed:	27 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	21-30 mph
Collision Rate (c/mvn):	2.10	Percent in Pace:	75%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Mescal St.

DATE: 6/22/2021
Start Time: 9:00 am
DAY: Tuesday

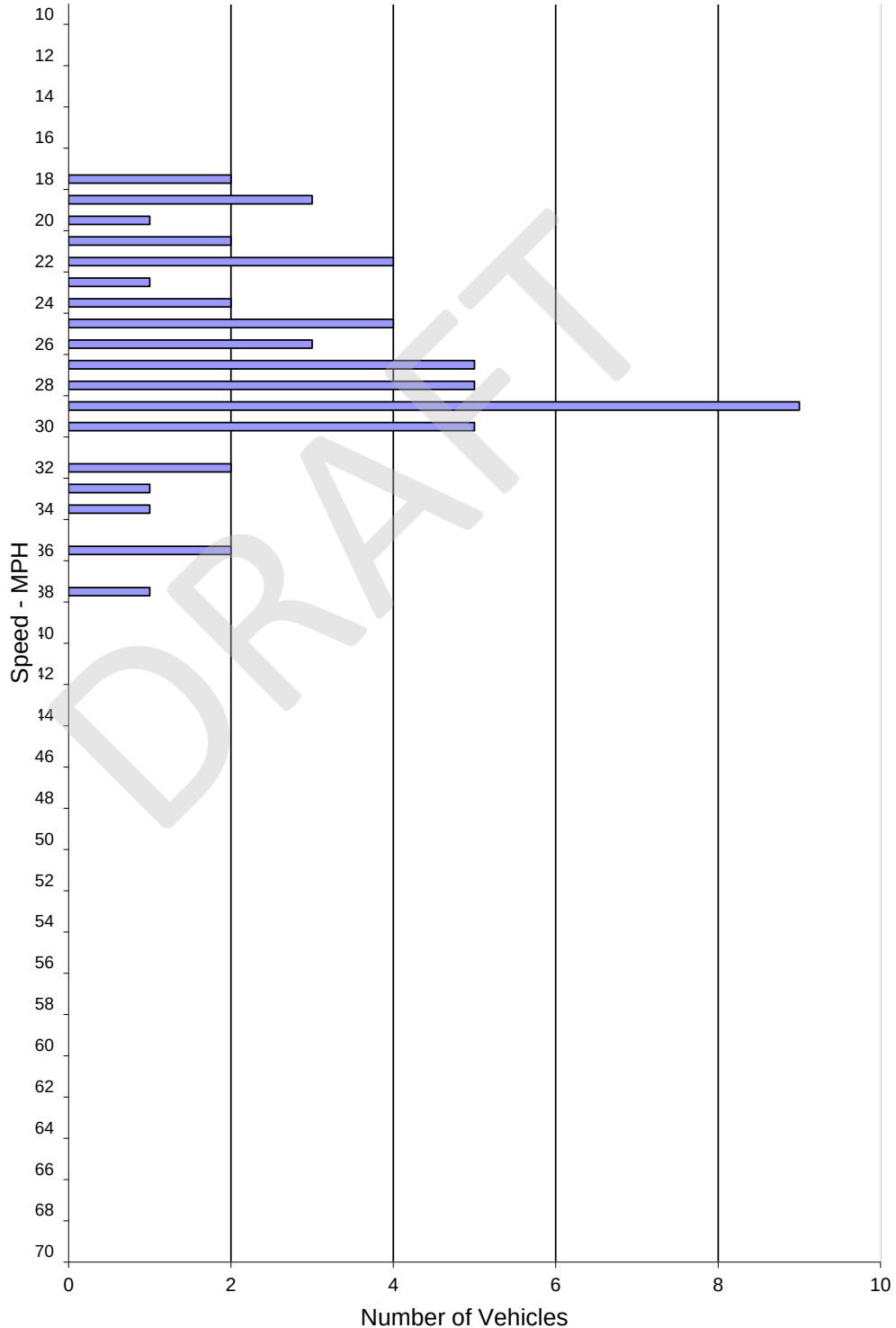
Location: near Sierra Ave.
End Time: 9:45 am
Posted Speed: 25 MPH

Weather: Overcast
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	2
19	3
20	1
21	2
22	4
23	1
24	2
25	4
26	3
27	5
28	5
29	9
30	5
31	0
32	2
33	1
34	1
35	0
36	2
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	53	26.8	18 - 38	27 mph	30 mph	21 - 30	40	75%	11% / 6	14% / 7

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MESCAL STREET BETWEEN PLUMAS AVENUE AND SAN PABLO AVENUE

Sub-Segment:	<u>Mescal Street</u>	Between:	<u>Hilby Avenue</u>	and:	<u>Sonoma Avenue</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	40'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,600	Vehicles Sampled:	53
Segment Length (mi):	1.36	85th Percentile Speed:	28 mph
Collisions:	5	50th Percentile Speed:	25 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	19-28 mph
Collision Rate (c/mvn):	2.10	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Mescal St.

DATE: 6/18/2021

Location: near Mescal Pl.

Observer: Mietek

Start Time: 12:38 pm

End Time: 1:39 pm

Weather: Sunny

Calibration: DONE

DAY: Friday

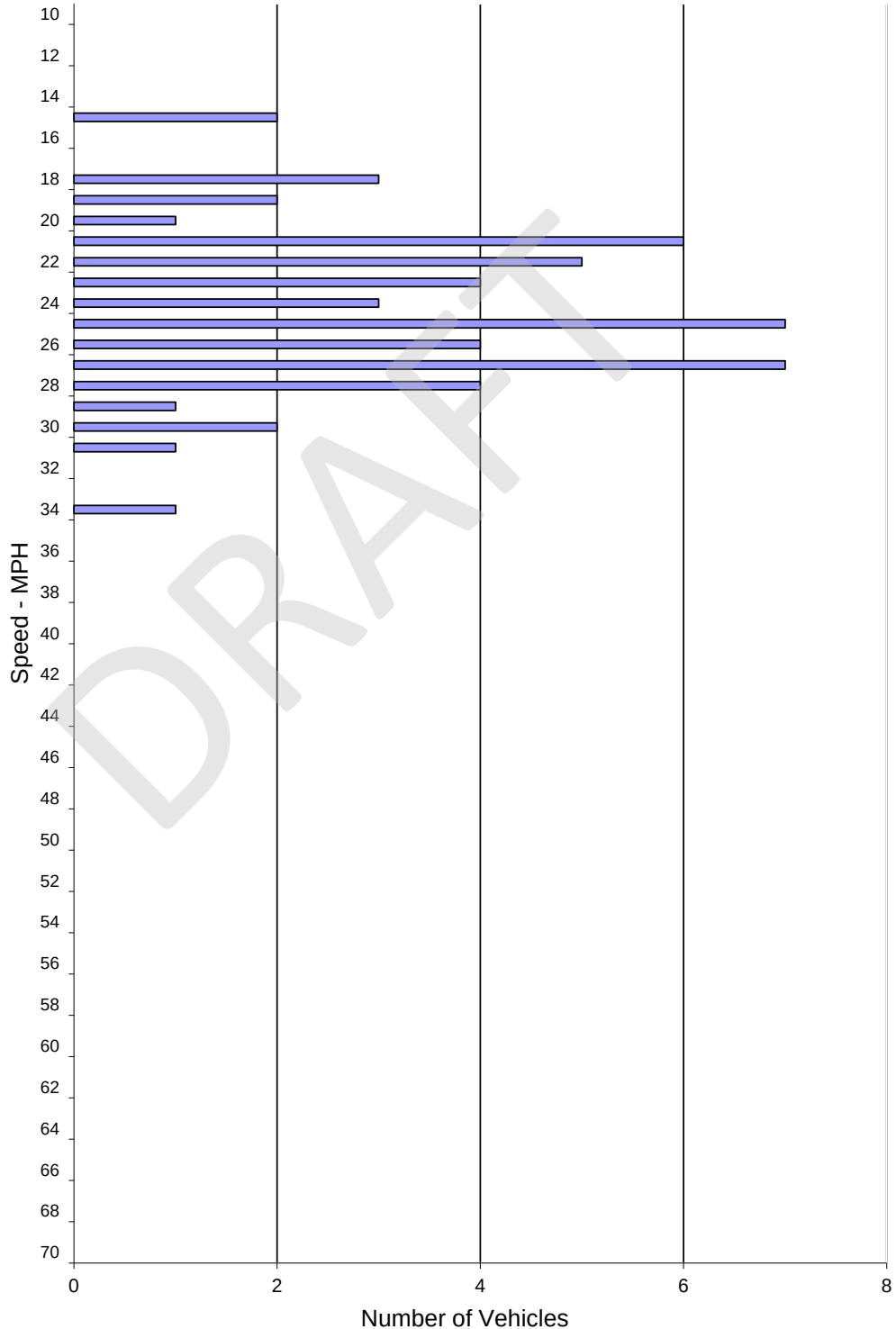
Posted Speed: 25 MPH

Direction: N/S

Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	2
16	0
17	0
18	3
19	2
20	1
21	6
22	5
23	4
24	3
25	7
26	4
27	7
28	4
29	1
30	2
31	1
32	0
33	0
34	1
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	53	24.1	15 - 34	25 mph	28 mph	19 - 28	43	81%	9% / 5	10% / 5

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MESCAL STREET BETWEEN PLUMAS AVENUE AND SAN PABLO AVENUE

Sub-Segment:	<u>Mescal Street</u>	Between:	<u>Sonoma Avenue</u>	and:	<u>Broadway Avenue</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	40'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,600	Vehicles Sampled:	53
Segment Length (mi):	1.36	85th Percentile Speed:	30 mph
Collisions:	5	50th Percentile Speed:	25 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	20-29 mph
Collision Rate (c/mvn):	2.10	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Mescal St.

DATE: 6/18/2021
Start Time: 11:35 am
DAY: Friday

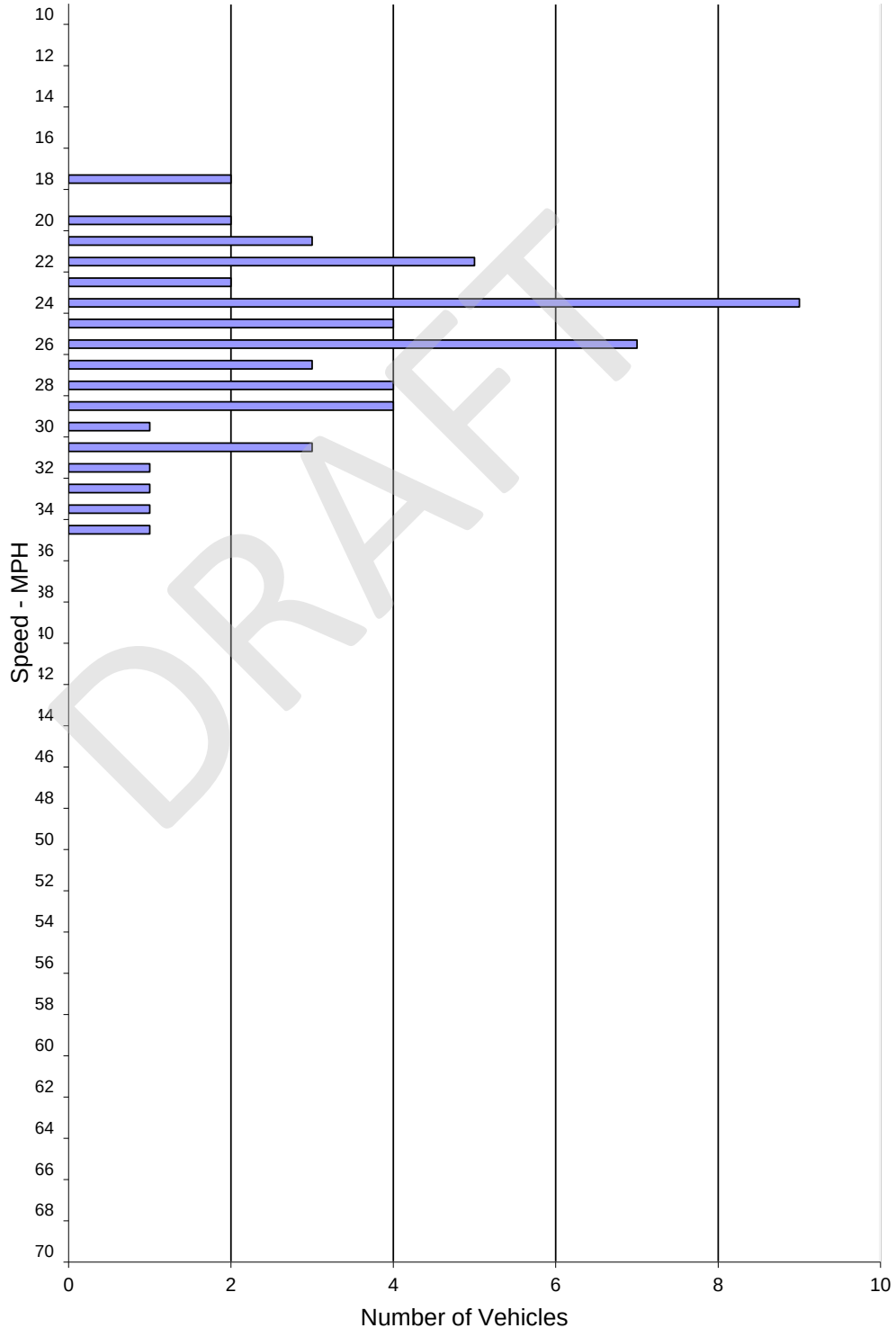
Location: near Maiden Ct.
End Time: 12:35 pm
Posted Speed: 25 MPH

Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	2
19	0
20	2
21	3
22	5
23	2
24	9
25	4
26	7
27	3
28	4
29	4
30	1
31	3
32	1
33	1
34	1
35	1
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	53	25.6	18 - 35	25 mph	30 mph	20 - 29	43	81%	3% / 2	16% / 8

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MESCAL STREET BETWEEN PLUMAS AVENUE AND SAN PABLO AVENUE

Sub-Segment:	<u>Mescal Street</u>	Between:	<u>Broadway Avenue</u>	and:	<u>San Pablo Avenue</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	40'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,600	Vehicles Sampled:	50
Segment Length (mi):	1.36	85th Percentile Speed:	29 mph
Collisions:	5	50th Percentile Speed:	23 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	18-27 mph
Collision Rate (c/mvn):	2.10	Percent in Pace:	84%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Mescal St.

DATE: 6/18/2021
Start Time: 1:41 pm
DAY: Friday

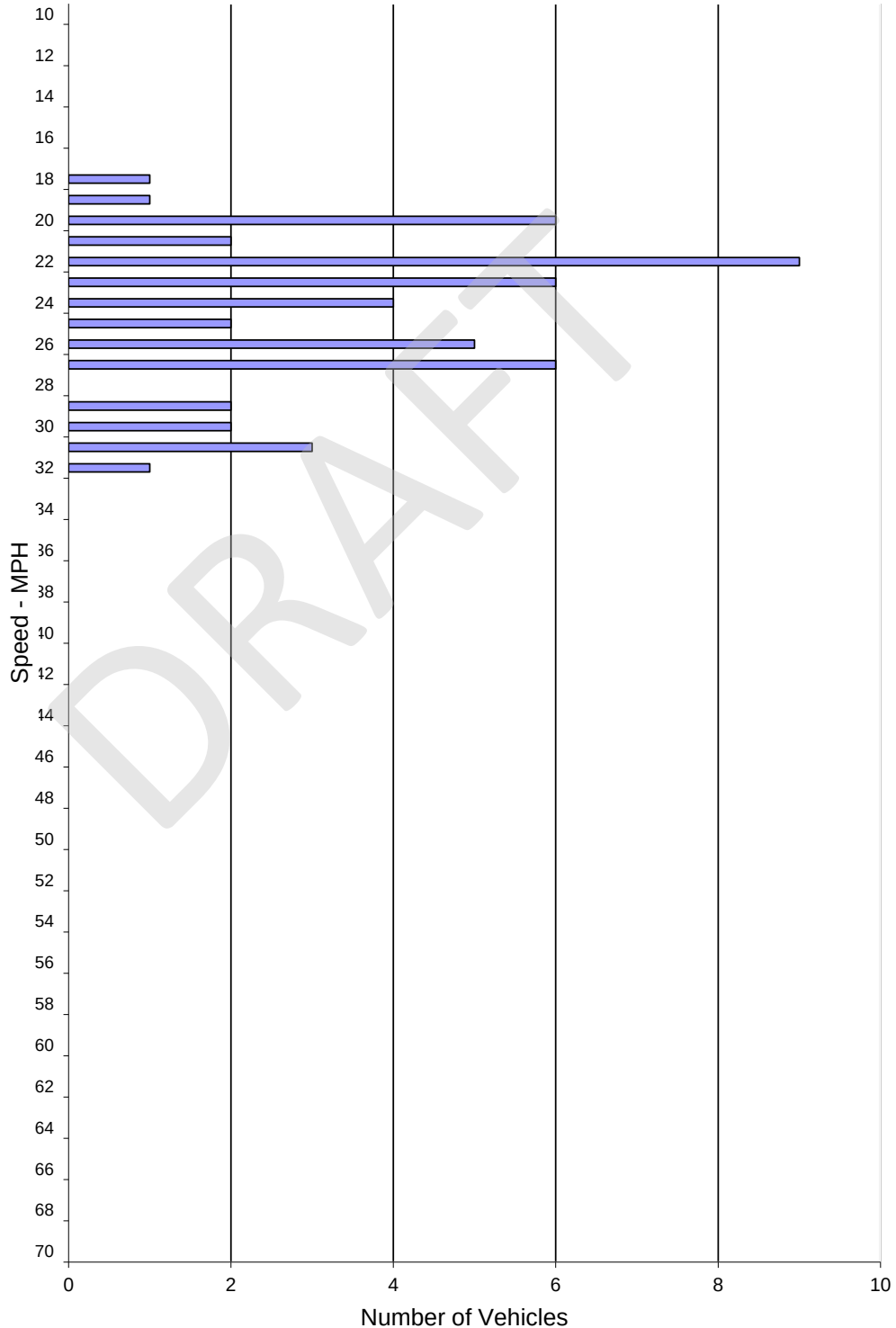
Location: near Granada St.
End Time: 2:16 pm
Posted Speed: 25 MPH

Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	1
19	1
20	6
21	2
22	9
23	6
24	4
25	2
26	5
27	6
28	0
29	2
30	2
31	3
32	1
33	0
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	50	24.3	18 - 32	23 mph	29 mph	18 - 27	42	84%	0% / 0	16% / 8

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MILITARY AVENUE BETWEEN FREMONT BOULEVARD AND PARALTA AVENUE (EAST)

Sub-Segment:	<u>Military Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Yosemite Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,800	Vehicles Sampled:	139
Segment Length (mi):	1.24	85th Percentile Speed:	37 mph
Collisions:	8	50th Percentile Speed:	32 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	29-38 mph
Collision Rate (c/mvn):	3.27	Percent in Pace:	70%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one the primary collision factors for Military Avenue between Fremont Boulevard and Paralta Avenue (East).

Multiple high vulnerable pedestrian traffic generators are located nearby to this segment of Military Avenue.

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Military Ave.

DATE: 6/16/2021
Start Time: 9:00 am
DAY: Wednesday

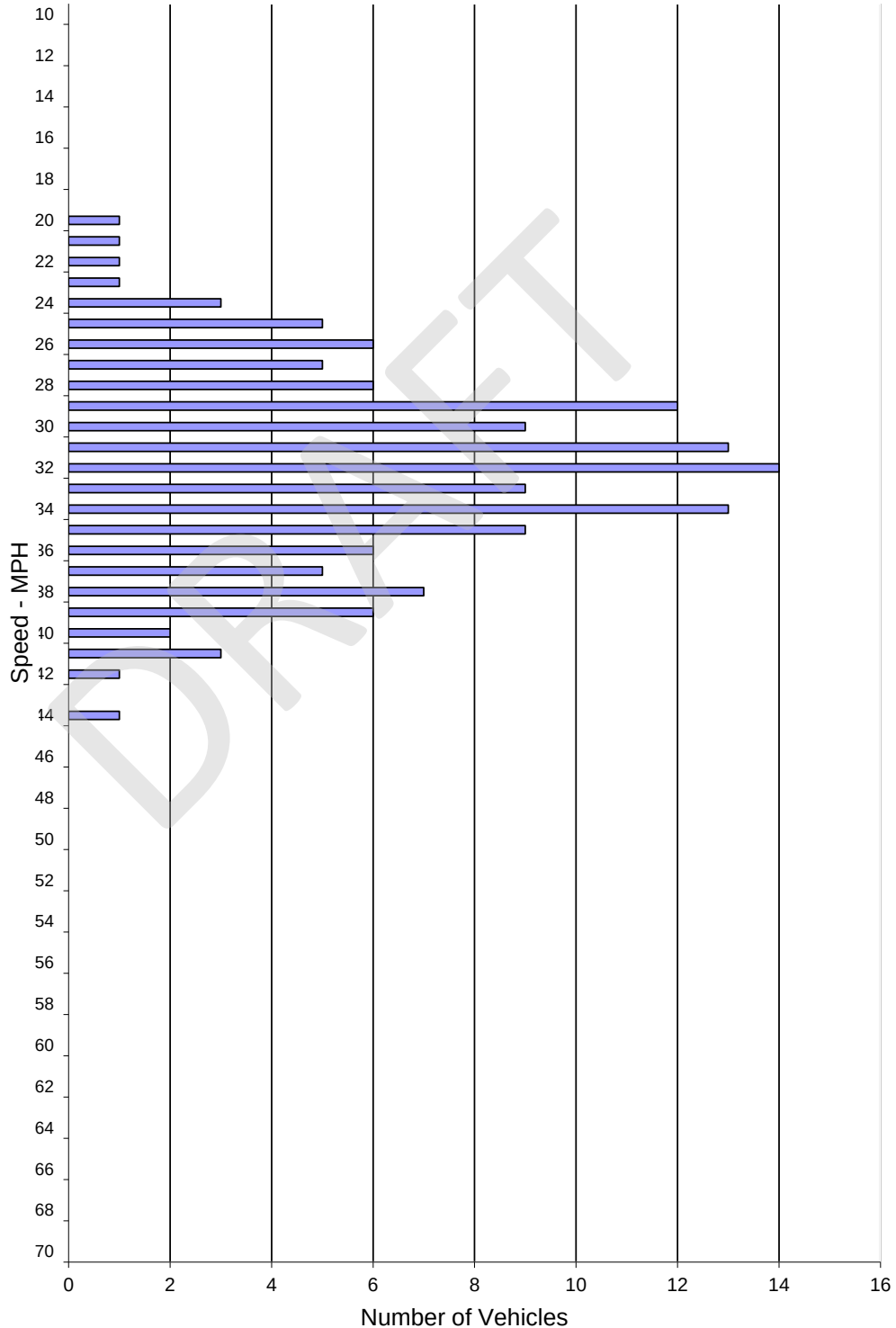
Location: near Cross St.
End Time: 11:27 am
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	1
21	1
22	1
23	1
24	3
25	5
26	6
27	5
28	6
29	12
30	9
31	13
32	14
33	9
34	13
35	9
36	6
37	5
38	7
39	6
40	2
41	3
42	1
43	0
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	139	32.1	20 - 44	32 mph	37 mph	29 - 38	97	70%	20% / 29	10% / 13

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MILITARY AVENUE BETWEEN FREMONT BOULEVARD AND PARALTA AVENUE (EAST)

Sub-Segment:	<u>Military Avenue</u>	Between:	<u>Yosemite Street</u>	and:	<u>Paralta Avenue (East)</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	On-Street	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,800	Vehicles Sampled:	103
Segment Length (mi):	1.24	85th Percentile Speed:	34 mph
Collisions:	8	50th Percentile Speed:	30 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	3.27	Percent in Pace:	76%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

The collision rate for this segment is significantly higher than the statewide average rate for roadways of the same type. Unsafe speed is one the primary collision factors for Military Avenue between Fremont Boulevard and Paralta Avenue (East).

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Military Ave.

DATE: 6/16/2021
Start Time: 11:30 am
DAY: Wednesday

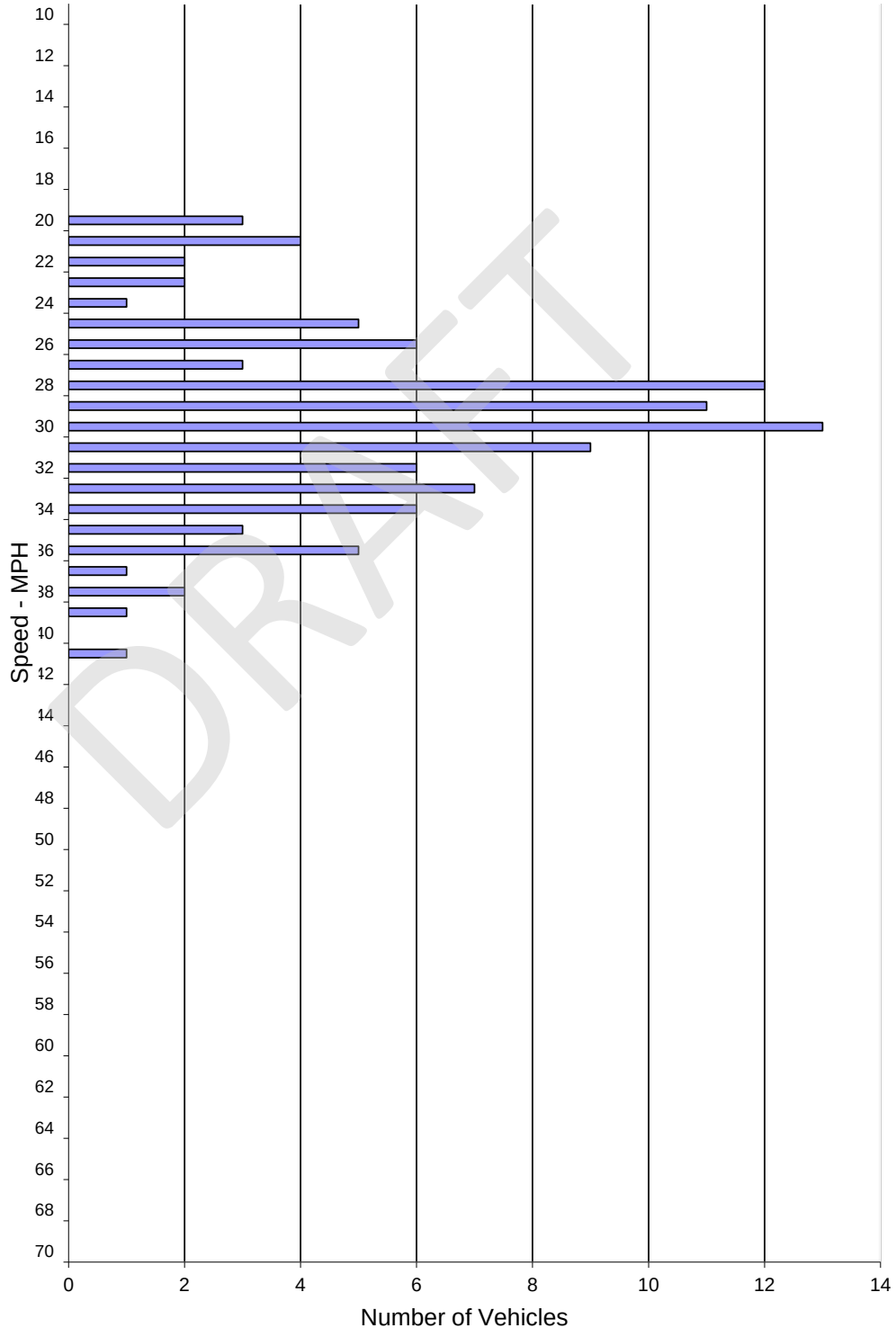
Location: near Rainier Ct.
End Time: 1:51 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	3
21	4
22	2
23	2
24	1
25	5
26	6
27	3
28	12
29	11
30	13
31	9
32	6
33	7
34	6
35	3
36	5
37	1
38	2
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	103	29.6	20 - 41	30 mph	34 mph	25 - 34	78	76%	11% / 12	13% / 13

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MONTEREY ROAD BETWEEN FREMONT BOULEVARD AND NORTH OF NORMANDY ROAD

Sub-Segment:	<u>Monterey Road</u>	Between:	<u>Coe Avenue</u>	and:	<u>Normandy Road</u>
Posted Limit:	35 mph	Bicycle Lanes:	No		
Width:	30' (varies)	Sidewalks:	One Side (varies)		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited/Both Sides	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	9,700	Vehicles Sampled:	74
Segment Length (mi):	1.95	85th Percentile Speed:	40 mph
Collisions:	17	50th Percentile Speed:	35 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	30-39 mph
Collision Rate (c/mvn):	0.82	Percent in Pace:	70%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 35 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
35 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Monterey Rd.

DATE: 6/15/2021
Start Time: 11:26 am
DAY: Tuesday

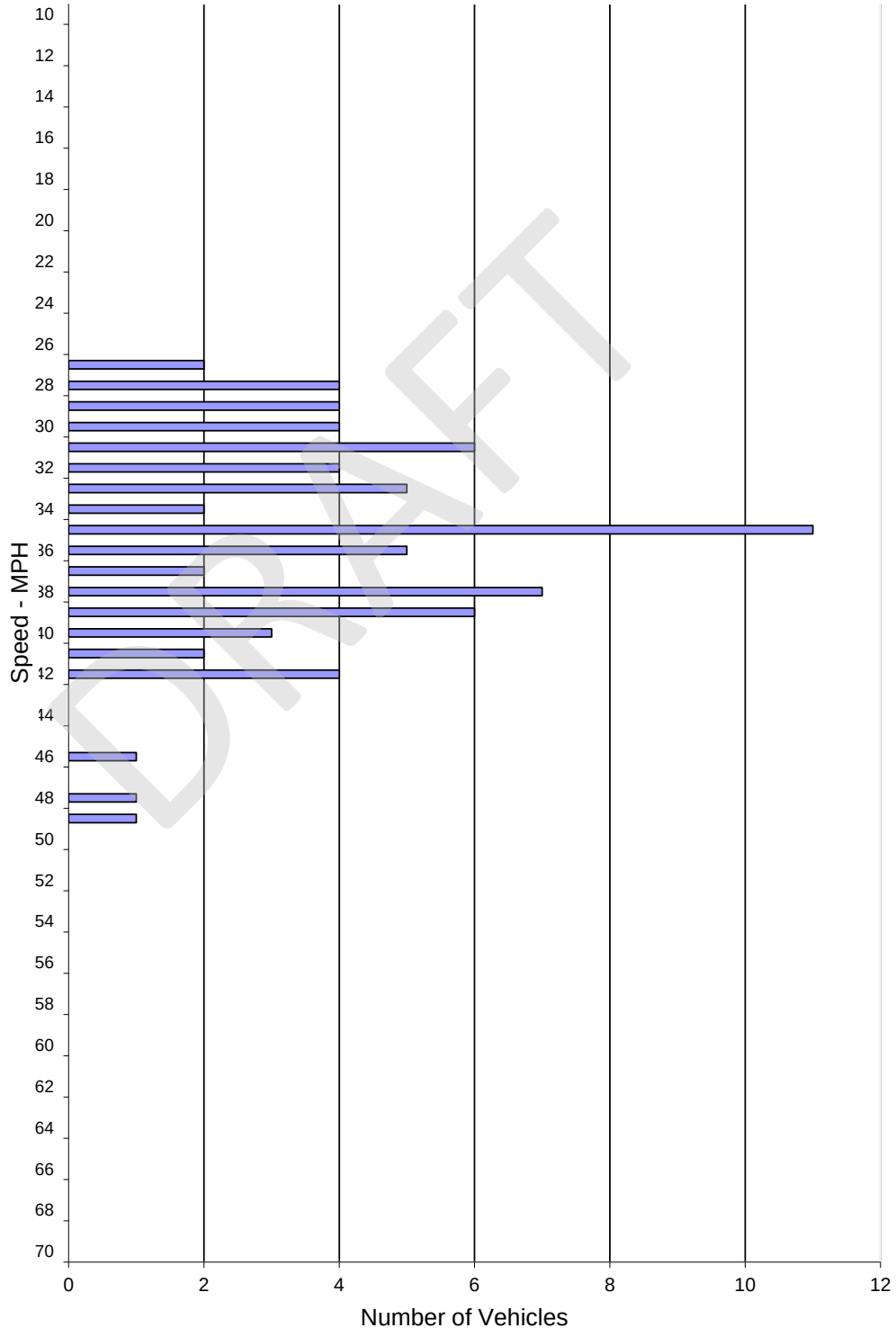
Location: East of Noumea Rd.
End Time: 12:07 pm
Posted Speed: 35 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	2
28	4
29	4
30	4
31	6
32	4
33	5
34	2
35	11
36	5
37	2
38	7
39	6
40	3
41	2
42	4
43	0
44	0
45	0
46	1
47	0
48	1
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	74	35.1	27 - 49	35 mph	40 mph	30 - 39	52	70%	13% / 10	17% / 12

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

MONTEREY ROAD BETWEEN FREMONT BOULEVARD AND NORTH OF NORMANDY ROAD

Sub-Segment: Monterey Road **Between:** Normandy Road **and:** 370' North of Normandy Road

Posted Limit:	25 mph	Bicycle Lanes:	No
Width:	34'	Sidewalks:	Both Sides
Travel Lanes:	2	Land Use:	Residential
Configuration:	Undivided	Character:	Urban
Parking:	Both Sides	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	9,700	Vehicles Sampled:	76
Segment Length (mi):	1.95	85th Percentile Speed:	30 mph
Collisions:	17	50th Percentile Speed:	25 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	22-31 mph
Collision Rate (c/mvn):	0.82	Percent in Pace:	71%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Monterey Rd.

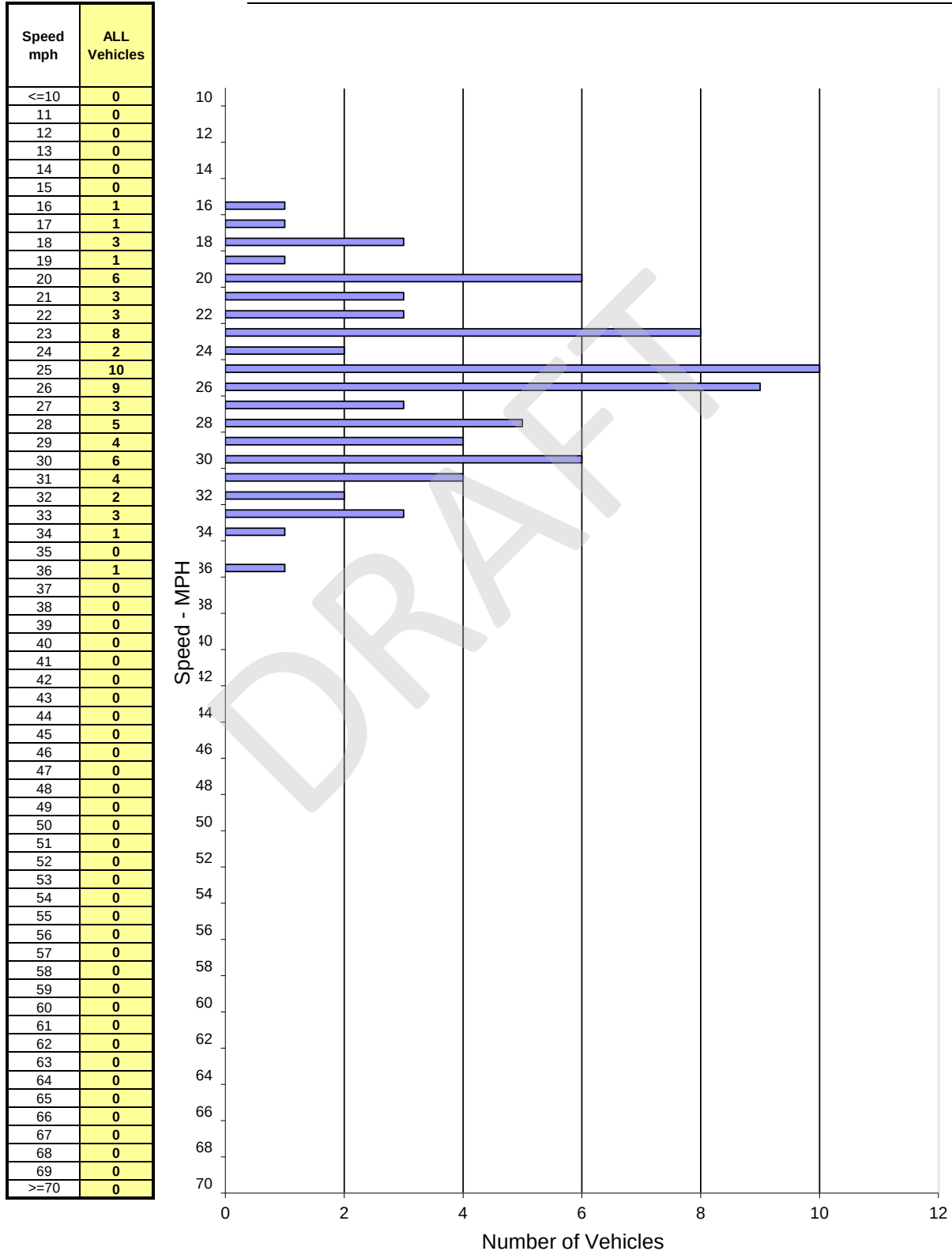
DATE: 6/15/2021
Start Time: 10:25 am
DAY: Tuesday

Location: 370' North of Normandy Rd.
End Time: 11:24 am
Posted Speed: 25 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	76	25.6	16 - 36	25 mph	30 mph	22 - 31	54	71%	19% / 15	10% / 7

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

SAN PABLO AVENUE BETWEEN FREMONT BOULEVARD AND MESCAL STREET

Sub-Segment:	<u>San Pablo Avenue</u>	Between:	<u>Fremont Boulevard</u>	and:	<u>Baker Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Mixed Use		
Configuration:	Undivided	Character:	Urban		
Parking:	Both Sides	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,100	Vehicles Sampled:	113
Segment Length (mi):	0.92	85th Percentile Speed:	33 mph
Collisions:	30	50th Percentile Speed:	29 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	9.61	Percent in Pace:	77%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

San Pablo Ave.

DATE: 6/17/2021
Start Time: 2:18 pm
DAY: Thursday

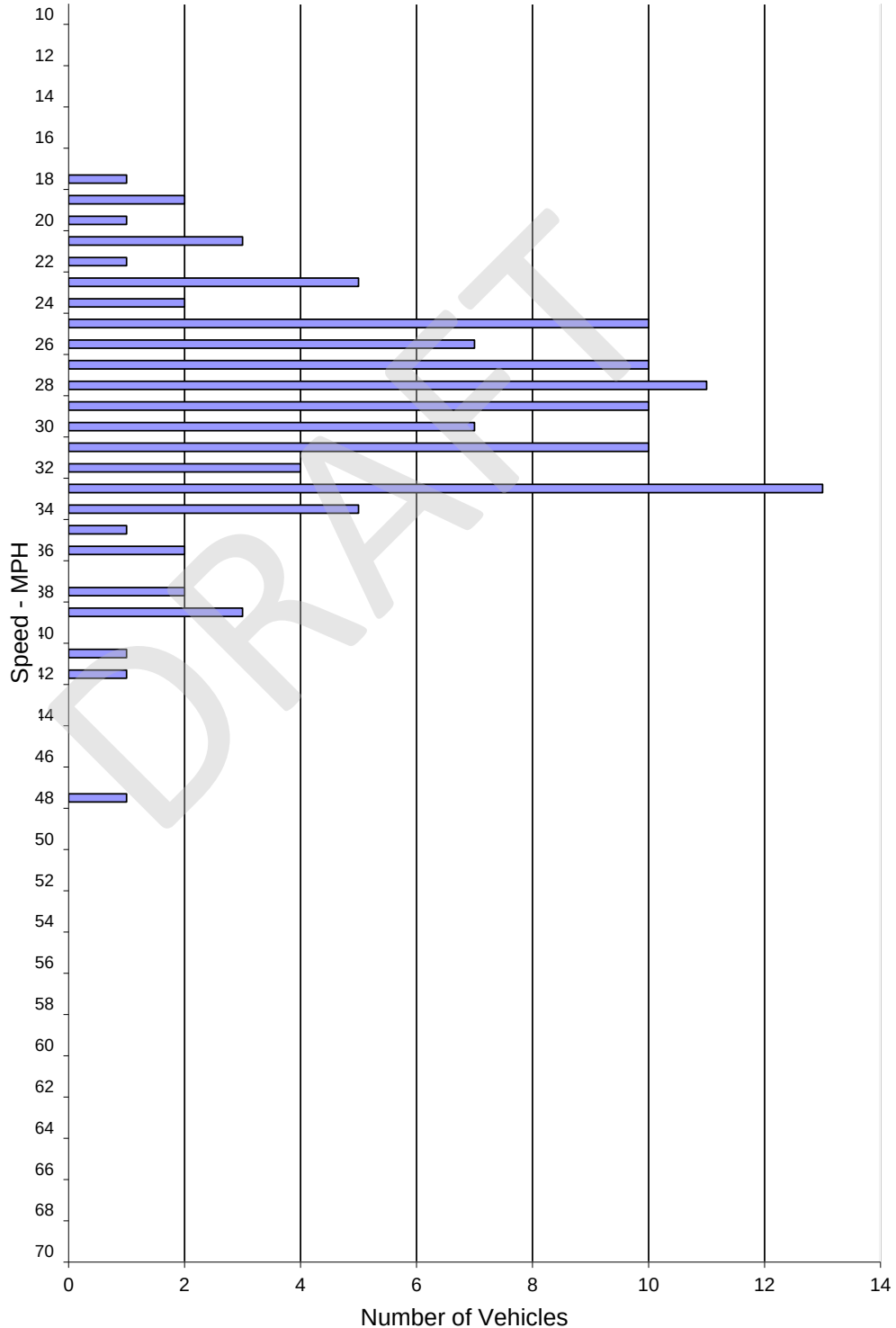
Location: near San Pablo Ct.
End Time: 2:54 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	1
19	2
20	1
21	3
22	1
23	5
24	2
25	10
26	7
27	10
28	11
29	10
30	7
31	10
32	4
33	13
34	5
35	1
36	2
37	0
38	2
39	3
40	0
41	1
42	1
43	0
44	0
45	0
46	0
47	0
48	1
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	113	29.2	18 - 48	29 mph	33 mph	25 - 34	87	77%	13% / 15	10% / 11

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

SAN PABLO AVENUE BETWEEN FREMONT BOULEVARD AND MESCAL STREET

Sub-Segment:	<u>San Pablo Avenue</u>	Between:	<u>Baker Street</u>	and:	<u>Mescal Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	Both Sides	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,100	Vehicles Sampled:	110
Segment Length (mi):	0.92	85th Percentile Speed:	35 mph
Collisions:	30	50th Percentile Speed:	30 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	26-35 mph
Collision Rate (c/mvn):	9.61	Percent in Pace:	75%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

San Pablo Ave.

DATE: 6/17/2021
Start Time: 1:30 pm
DAY: Thursday

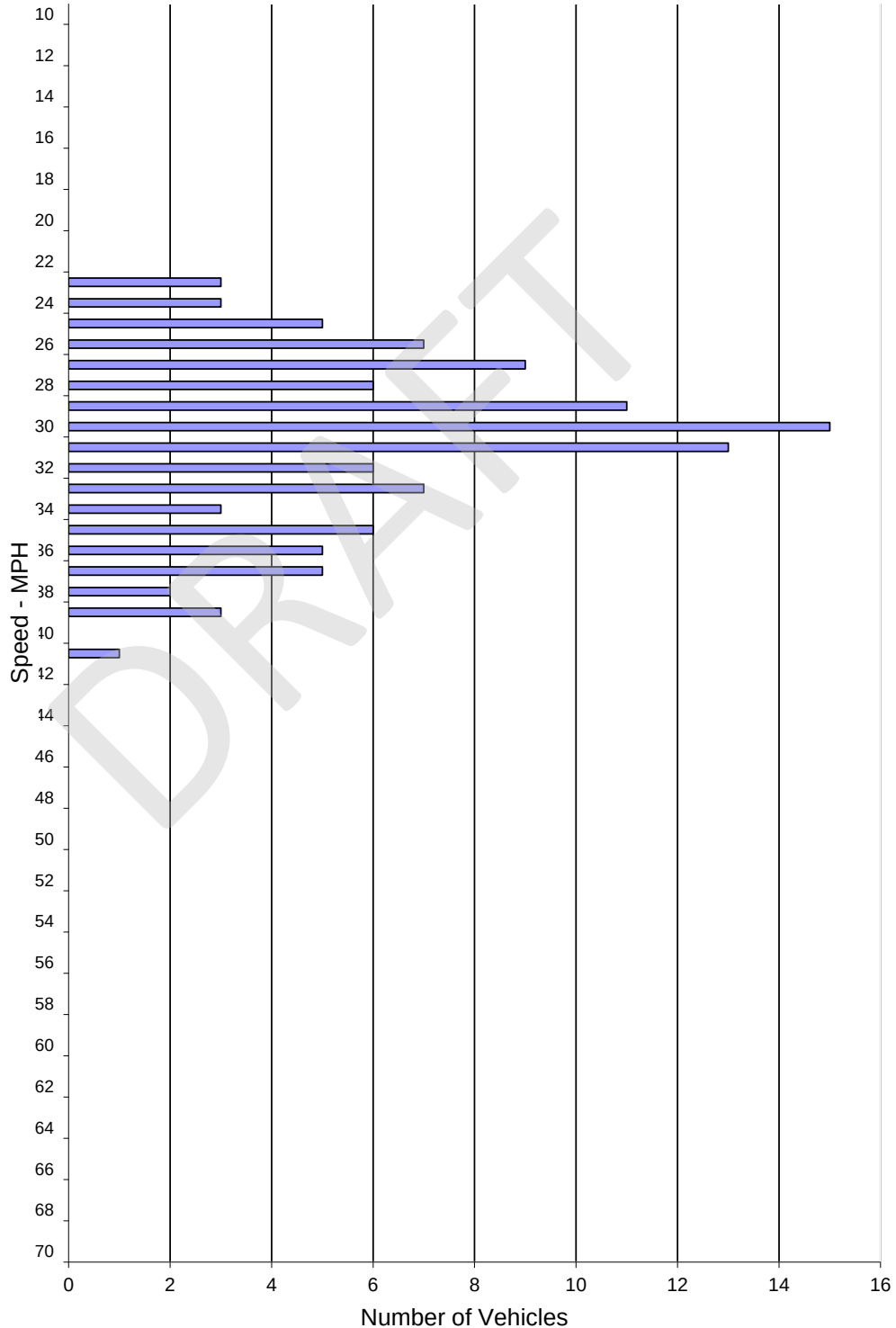
Location: near Luzern St.
End Time: 2:15 pm
Posted Speed: 30 MPH

Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	3
24	3
25	5
26	7
27	9
28	6
29	11
30	15
31	13
32	6
33	7
34	3
35	6
36	5
37	5
38	2
39	3
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	110	30.6	23 - 41	30 mph	35 mph	26 - 35	83	75%	10% / 11	15% / 16

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

SONOMA AVENUE BETWEEN CANYON DEL REY AND FREMONT BOULEVARD

Sub-Segment:	<u>Sonoma Avenue</u>	Between:	<u>Canyon Del Rey</u>	and:	<u>Hillsdale Street</u>
Posted Limit:	30 mph	Bicycle Lanes:	No		
Width:	38'	Sidewalks:	Both Sides		
Travel Lanes:	2	Land Use:	Residential		
Configuration:	Undivided	Character:	Urban		
Parking:	Both Sides	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,600	Vehicles Sampled:	111
Segment Length (mi):	0.47	85th Percentile Speed:	32 mph
Collisions:	20	50th Percentile Speed:	29 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	25-34 mph
Collision Rate (c/mvn):	10.79	Percent in Pace:	83%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Sonoma Ave.

DATE: 6/22/2021

Location: near Imperial St.

Observer: Mietek

Start Time: 11:40 am

End Time: 12:24 pm

Weather: Partly cloudy

Calibration: DONE

DAY: Tuesday

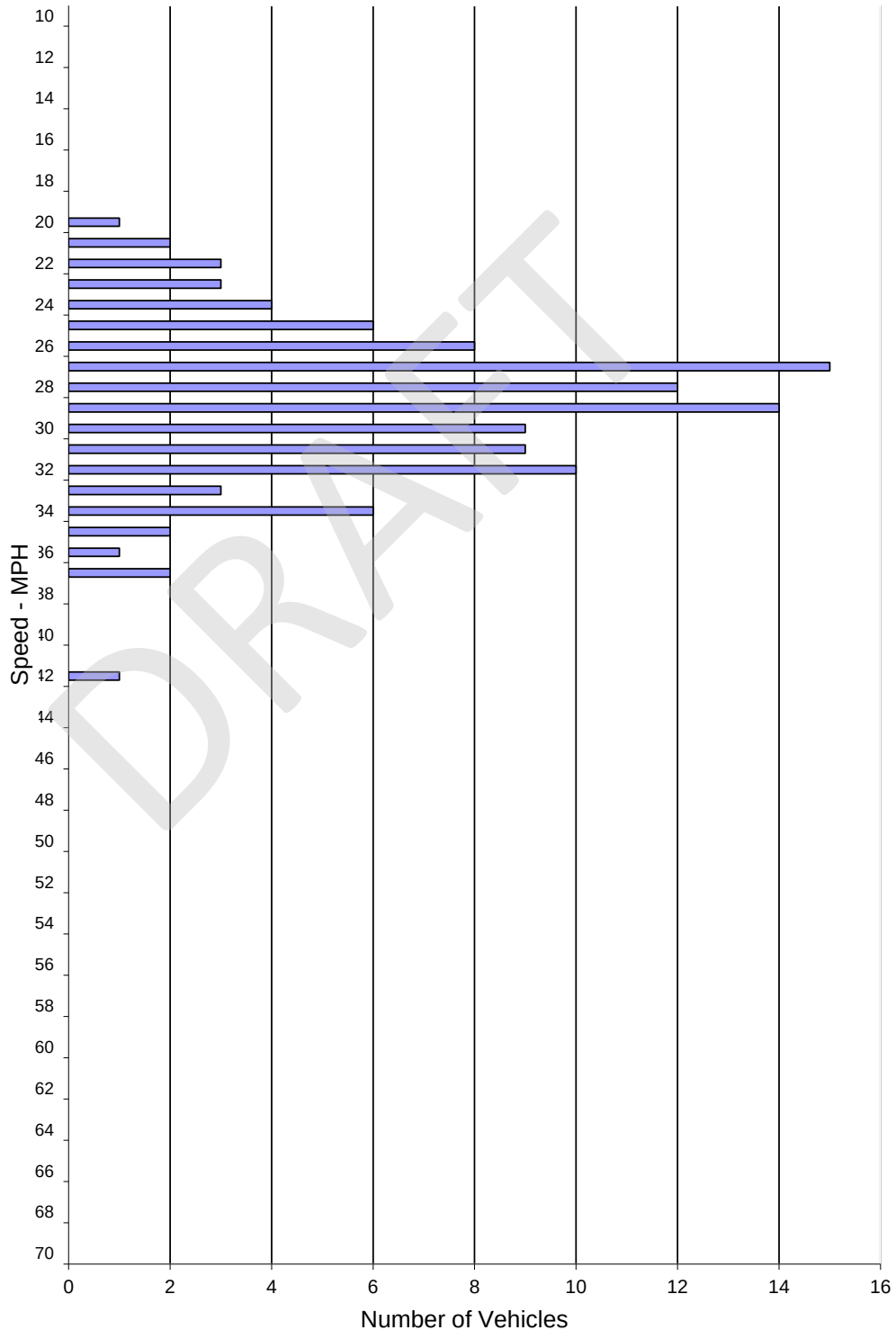
Posted Speed: 30 MPH

Direction: E/W

Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	0
19	0
20	1
21	2
22	3
23	3
24	4
25	6
26	8
27	15
28	12
29	14
30	9
31	9
32	10
33	3
34	6
35	2
36	1
37	2
38	0
39	0
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	111	28.8	20 - 42	29 mph	32 mph	25 - 34	92	83%	11% / 13	6% / 6

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

SONOMA AVENUE BETWEEN CANYON DEL REY AND FREMONT BOULEVARD

Sub-Segment: Sonoma Avenue **Between:** Hillsdale Street **and:** Fremont Boulevard

Posted Limit:	30 mph	Bicycle Lanes:	No
Width:	38'	Sidewalks:	Both Sides
Travel Lanes:	2	Land Use:	Residential
Configuration:	Undivided	Character:	Urban
Parking:	Both Sides	Terrain:	Flat

OBSERVATIONS AND EVALUATION

Volume (ADT):	3,600	Vehicles Sampled:	107
Segment Length (mi):	0.47	85th Percentile Speed:	28 mph
Collisions:	20	50th Percentile Speed:	24 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	20-29 mph
Collision Rate (c/mvn):	10.79	Percent in Pace:	84%
Statewide Average Rate (c/mvm):	1.48		

Conditions Not Readily Apparent to the Driver:

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 30 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
30 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Sonoma Ave.

DATE: 6/22/2021

Location: near Alhambra St.

Observer: Mietek

Start Time: 12:26 pm

End Time: 1:18 pm

Weather: Sunny

Calibration: DONE

DAY: Tuesday

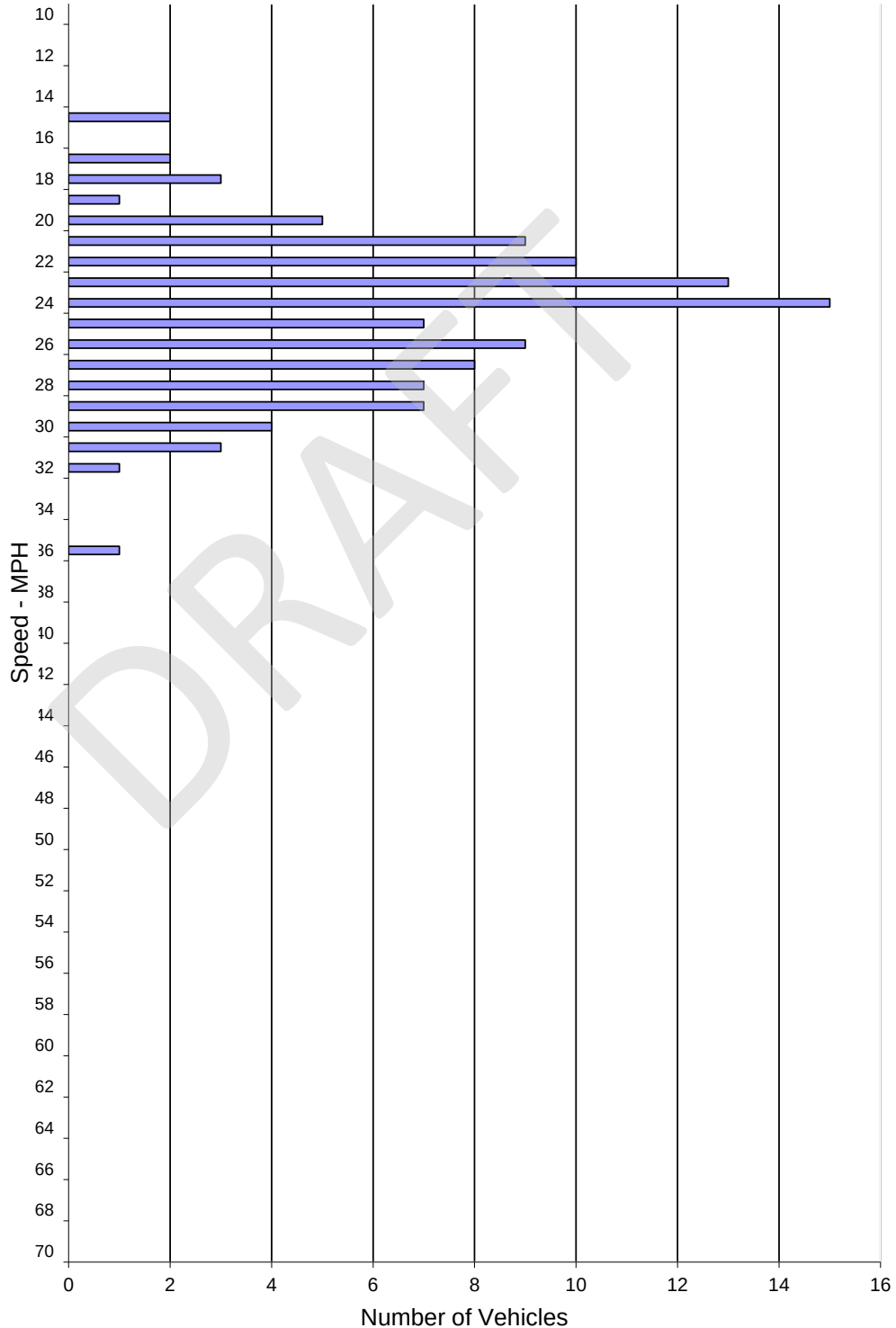
Posted Speed: 30 MPH

Direction: E/W

Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	2
16	0
17	2
18	3
19	1
20	5
21	9
22	10
23	13
24	15
25	7
26	9
27	8
28	7
29	7
30	4
31	3
32	1
33	0
34	0
35	0
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	24.4	15 - 36	24 mph	28 mph	20 - 29	90	84%	7% / 8	9% / 9

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

CALAVERAS STREET BETWEEN BROADWAY AVENUE AND CLEMENTINA AVENUE/HEITZINGER PLAZA

Sub-Segment:	<u>Calaveras Street</u>	Between:	<u>Broadway Avenue</u>	and:	<u>Clementina Avenue / Heitzinger Plaza</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	30'	Sidewalks:	No		
Travel Lanes:	2	Land Use:	Commercial		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	1,400	Vehicles Sampled:	102
Segment Length (mi):	0.12	85th Percentile Speed:	28 mph
Collisions:	4	50th Percentile Speed:	24 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	19-28 mph
Collision Rate (c/mvn):	21.74	Percent in Pace:	77%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Calaveras St.

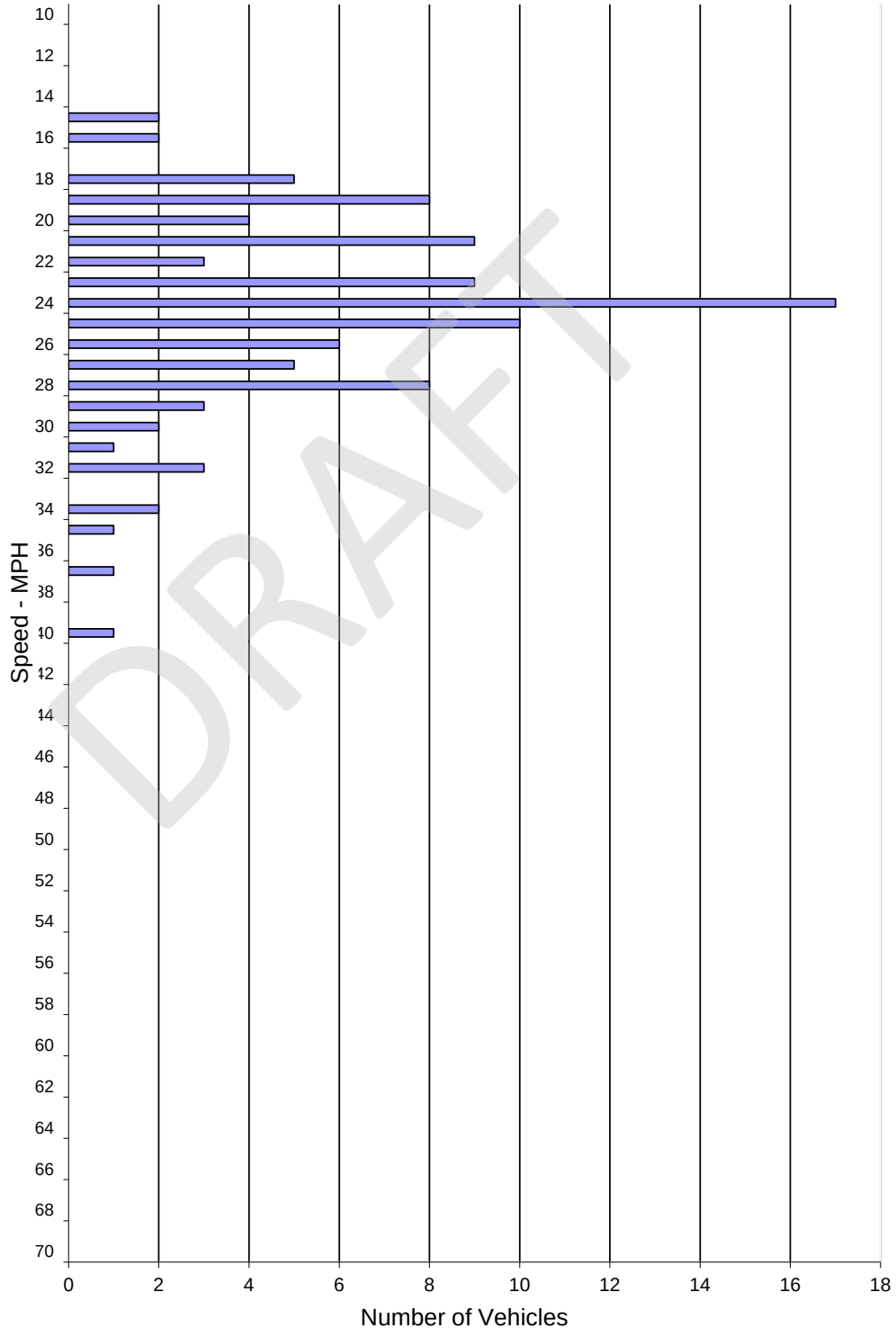
DATE: 6/22/2021
Start Time: 1:33 pm
DAY: Tuesday

Location: btwn Broadway Ave. & Clementina/Heitzinger
End Time: 2:23 pm
Posted Speed: 25 MPH

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	2
16	2
17	0
18	5
19	8
20	4
21	9
22	3
23	9
24	17
25	10
26	6
27	5
28	8
29	3
30	2
31	1
32	3
33	0
34	2
35	1
36	0
37	1
38	0
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	102	24.2	15 - 40	24 mph	28 mph	19 - 28	79	77%	8% / 9	14% / 14

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

CLEMENTINA AVENUE/HEITZINGER PLAZA BETWEEN DEL MONTE BOULEVARD AND FREMONT BOULEVARD

Sub-Segment:	<u>Clementina Avenue</u>	Between:	<u>Del Monte Boulevard</u>	and:	<u>Roundabout</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	28'	Sidewalks:	No		
Travel Lanes:	2	Land Use:	Commercial		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	2,900	Vehicles Sampled:	59
Segment Length (mi):	0.24	85th Percentile Speed:	30 mph
Collisions:	5	50th Percentile Speed:	26 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	20-29 mph
Collision Rate (c/mvn):	6.56	Percent in Pace:	78%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Clementina Ave.

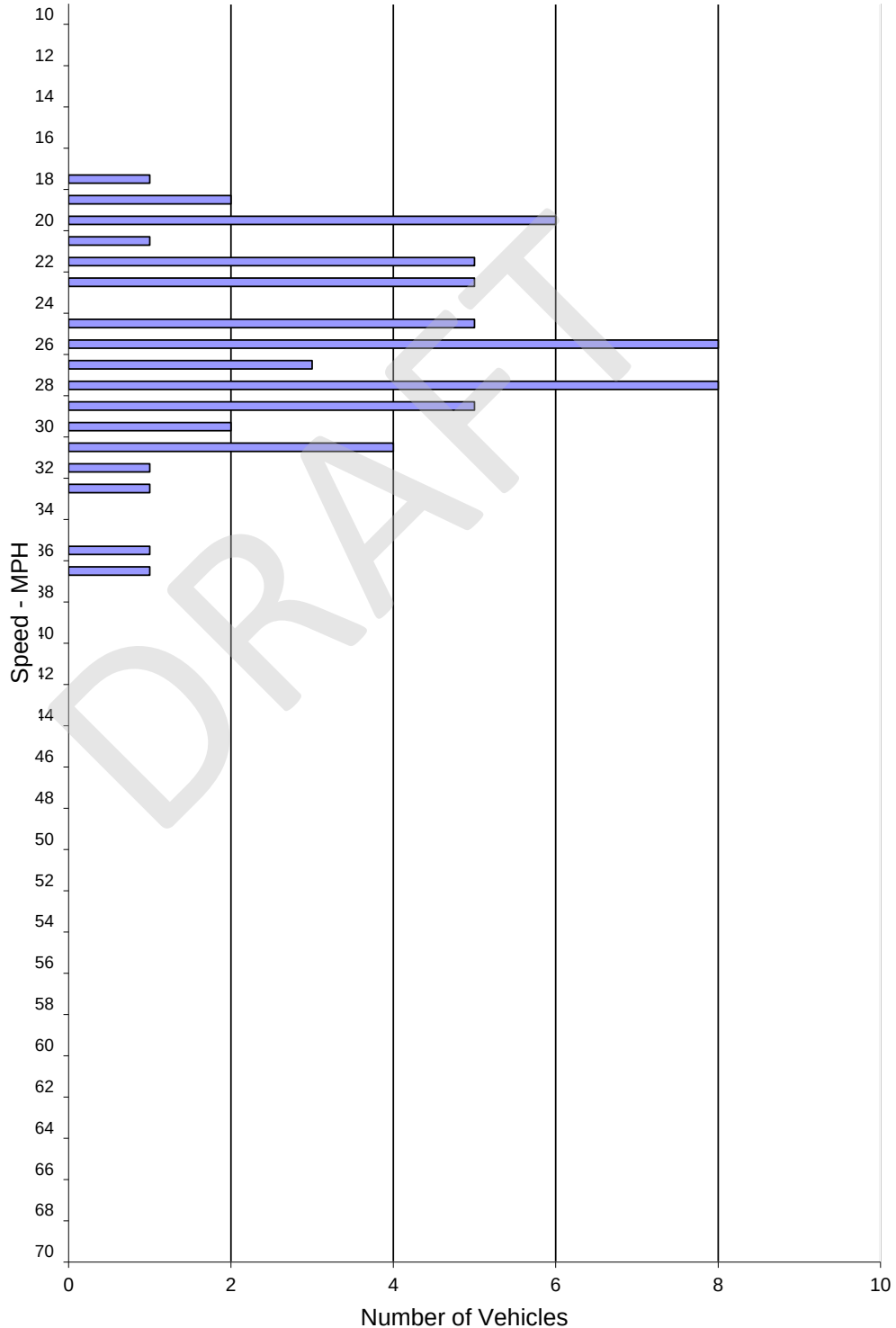
DATE: 6/22/2021
Start Time: 2:25 pm
DAY: Tuesday

Location: btwn Del Monte Blvd. & Calaveras St.
End Time: 2:40 pm
Posted Speed: 25 MPH
Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	0
18	1
19	2
20	6
21	1
22	5
23	5
24	0
25	5
26	8
27	3
28	8
29	5
30	2
31	4
32	1
33	1
34	0
35	0
36	1
37	1
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	59	25.9	18 - 37	26 mph	30 mph	20 - 29	46	78%	5% / 3	17% / 10

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

CLEMENTINA AVENUE/HEITZINGER PLAZA BETWEEN DEL MONTE BOULEVARD AND FREMONT BOULEVARD

Sub-Segment:	<u>Heitzinger Plaza</u>	Between:	<u>Roundabout</u>	and:	<u>Fremont Boulevard</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	38' (varies)	Sidewalks:	No		
Travel Lanes:	2	Land Use:	Commercial		
Configuration:	Divided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	2,900	Vehicles Sampled:	54
Segment Length (mi):	0.24	85th Percentile Speed:	30 mph
Collisions:	5	50th Percentile Speed:	25 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	21-30 mph
Collision Rate (c/mvn):	6.56	Percent in Pace:	81%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

Heitzinger Plaza

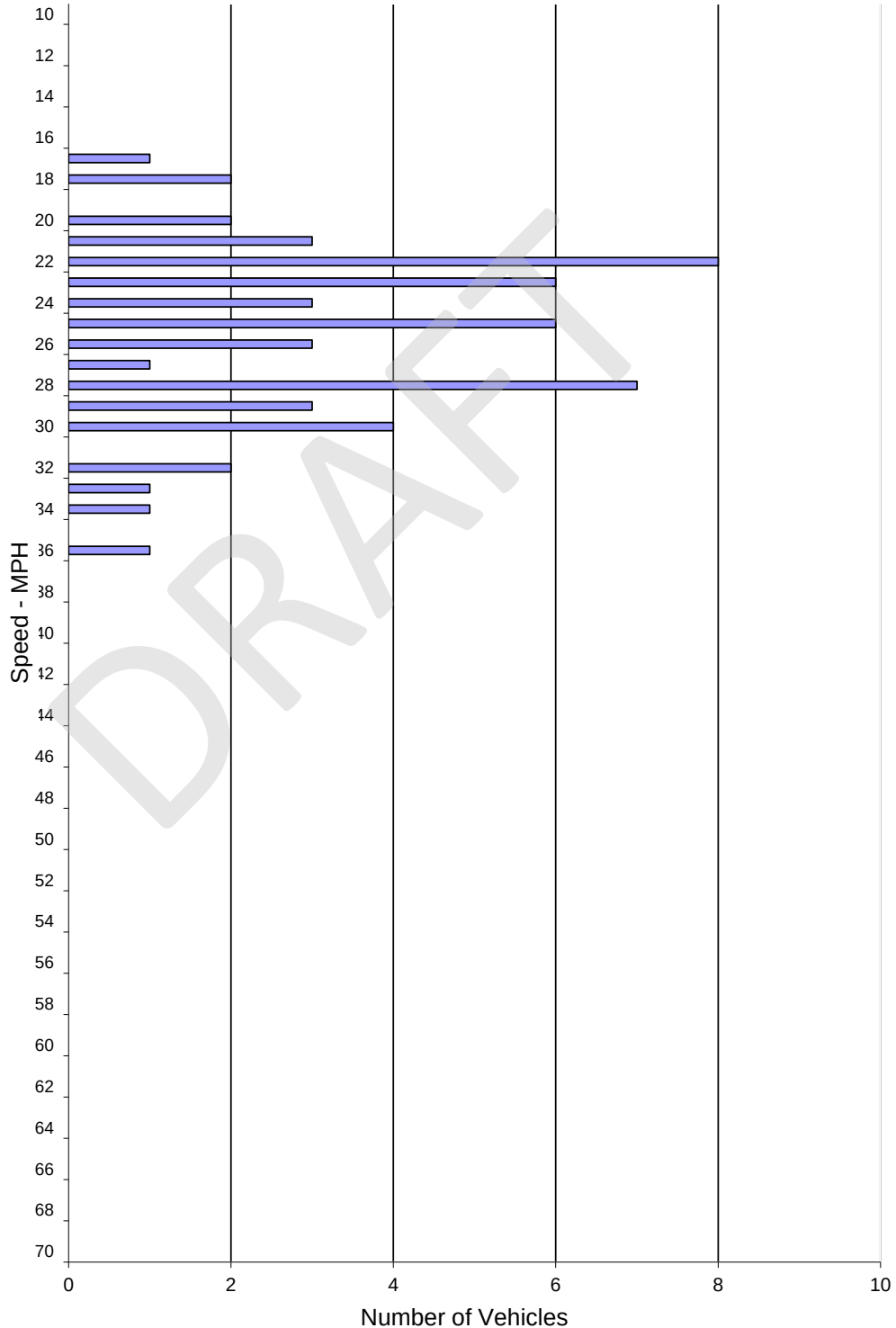
DATE: 6/22/2021
Start Time: 3:24 pm
DAY: Tuesday

Location: btwn Fremont Blvd. & The Mall
End Time: 3:44 pm
Posted Speed: 25 MPH
Weather: Sunny
Direction: E/W

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	1
18	2
19	0
20	2
21	3
22	8
23	6
24	3
25	6
26	3
27	1
28	7
29	3
30	4
31	0
32	2
33	1
34	1
35	0
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	54	25.3	17 - 36	25 mph	30 mph	21 - 30	44	81%	9% / 5	10% / 5

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

THE MALL BETWEEN CLEMENTINA AVENUE AND DEL MONTE BOULEVARD

Sub-Segment:	<u>The Mall</u>	Between:	<u>Clementina Avenue</u>	and:	<u>Echo Avenue</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	28'	Sidewalks:	No		
Travel Lanes:	2	Land Use:	Commercial		
Configuration:	Undivided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	2,600	Vehicles Sampled:	55
Segment Length (mi):	0.4	85th Percentile Speed:	30 mph
Collisions:	4	50th Percentile Speed:	26 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	21-30 mph
Collision Rate (c/mvn):	3.51	Percent in Pace:	84%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

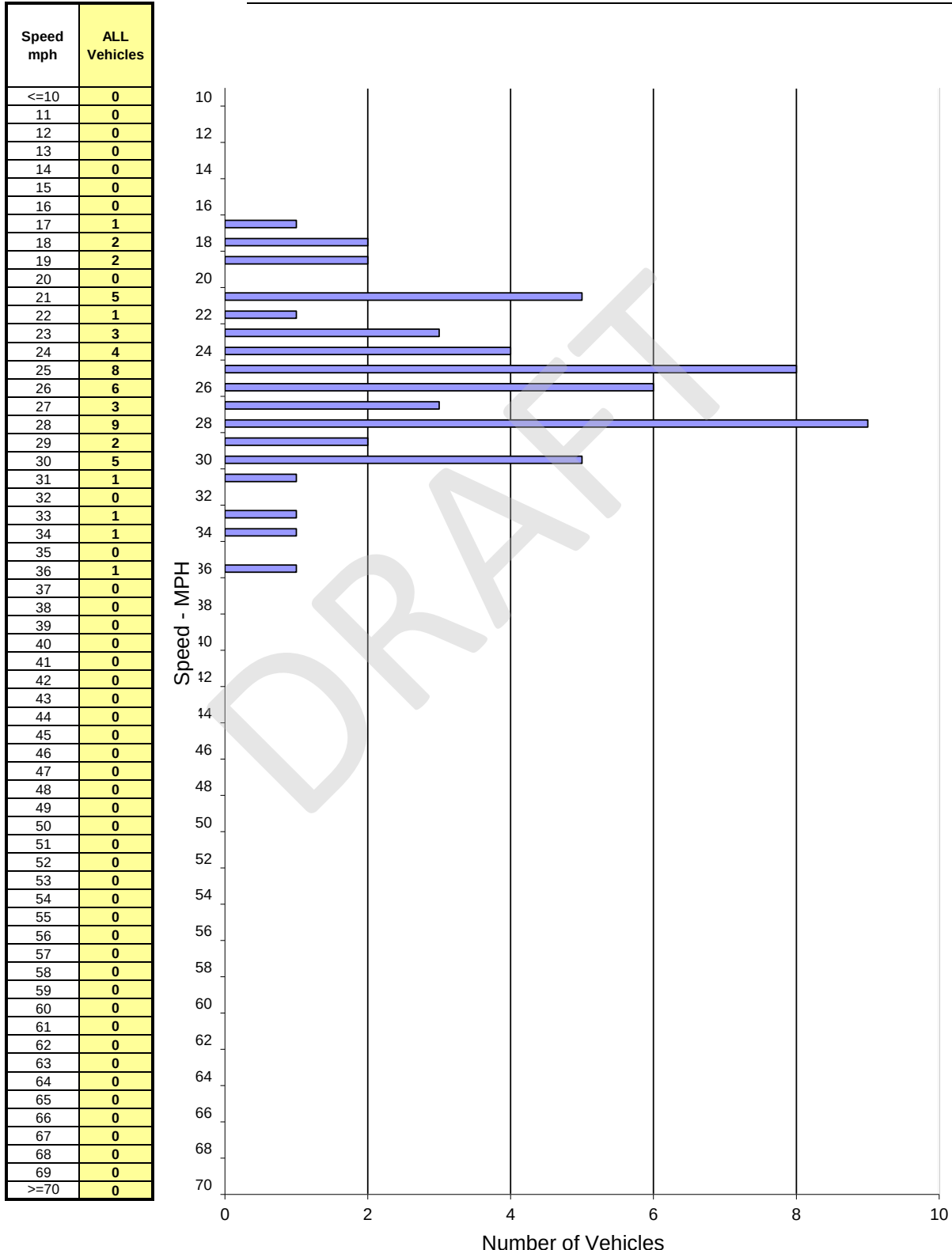
The Mall

DATE: 6/22/2021
Start Time: 3:08 pm
DAY: Tuesday

Location: btwn Columbus Ave. & Birch Ave.
End Time: 3:22 pm
Posted Speed: 25 MPH
Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	55	25.7	17 - 36	26 mph	30 mph	21 - 30	46	84%	9% / 5	8% / 4

City of Seaside
ENGINEERING AND TRAFFIC SURVEY

THE MALL BETWEEN CLEMENTINA AVENUE AND DEL MONTE BOULEVARD

Sub-Segment:	<u>The Mall</u>	Between:	<u>Echo Avenue</u>	and:	<u>Del Monte Boulevard</u>
Posted Limit:	25 mph	Bicycle Lanes:	No		
Width:	32' (varies)	Sidewalks:	No		
Travel Lanes:	2	Land Use:	Commercial		
Configuration:	Undivided and Divided	Character:	Urban		
Parking:	Prohibited	Terrain:	Flat		

OBSERVATIONS AND EVALUATION

Volume (ADT):	2,600	Vehicles Sampled:	53
Segment Length (mi):	0.4	85th Percentile Speed:	27 mph
Collisions:	4	50th Percentile Speed:	23 mph
Evaluation Period (yr):	3	10 mph Pace Speed:	18-27 mph
Collision Rate (c/mvn):	3.51	Percent in Pace:	91%
Statewide Average Rate (c/mvm):	1.48		
Conditions Not Readily Apparent to the Driver:			

CONCLUSION AND RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of the California Vehicle Code Sections 22348 through 22413, and pertinent provisions found in Sections 627 and 40802, a speed limit of 25 mph is hereby determined to be reasonable and appropriate for this street segment.

Notes: Collisions from SWITRS (2016-2018)

Recommended Speed Limit:
25 mph

David J. Parisi, PE, TE

6-Aug-21

Date

Additional information provided on the next sheet.



Spot Speed Study - City of Seaside

Prepared by: Traffic Counts Plus

The Mall

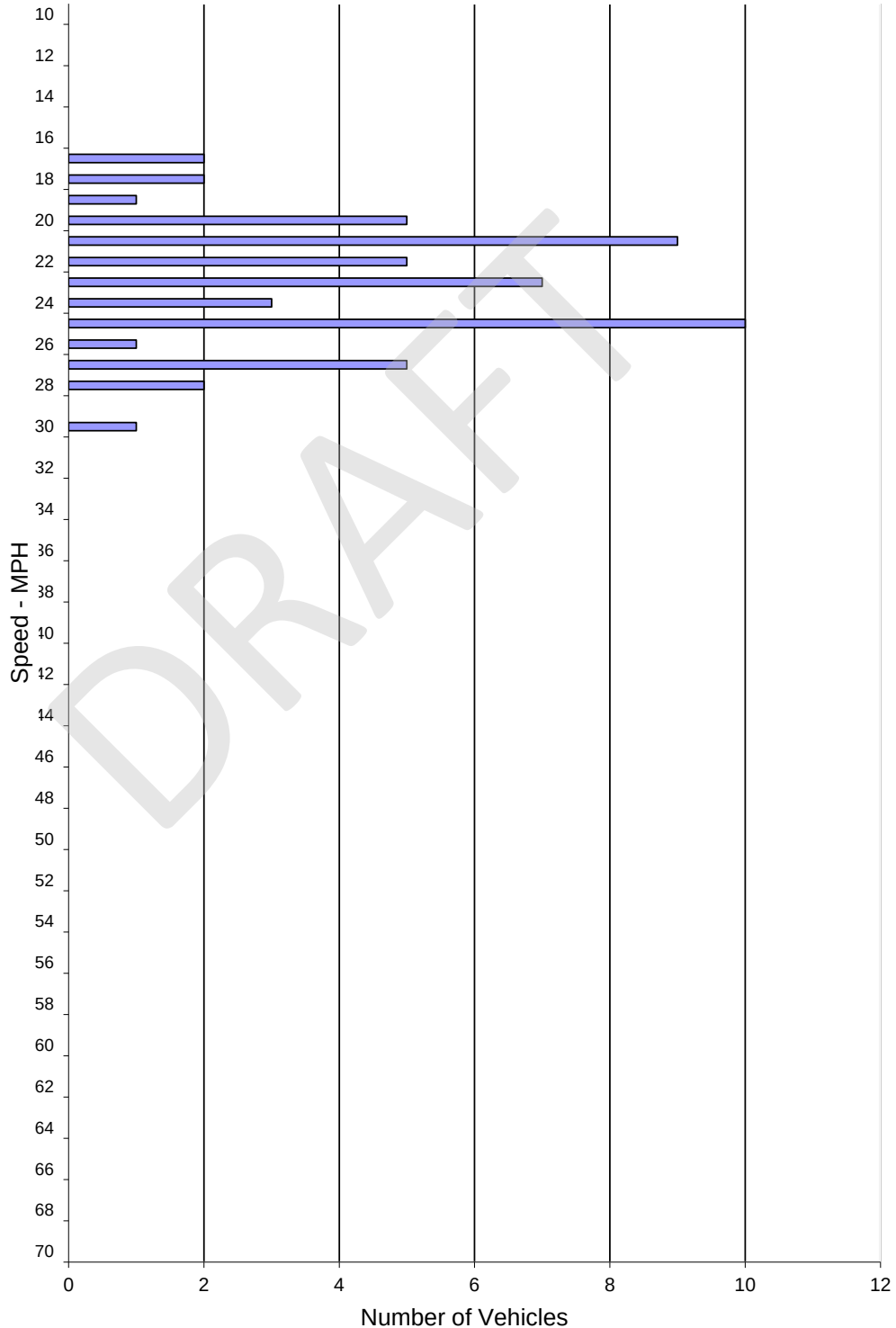
DATE: 6/22/2021
Start Time: 2:45 pm
DAY: Tuesday

Location: btwn Del Monte Blvd. & Echo Ave.
End Time: 3:04 pm
Posted Speed: 25 MPH
Weather: Sunny
Direction: N/S

Observer: Mietek
Calibration: DONE
Project #: Citywide Spot Speed

Spot Speeds

Speed mph	ALL Vehicles
<=10	0
11	0
12	0
13	0
14	0
15	0
16	0
17	2
18	2
19	1
20	5
21	9
22	5
23	7
24	3
25	10
26	1
27	5
28	2
29	0
30	1
31	0
32	0
33	0
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
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45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
>=70	0



SPEED PARAMETERS										
Class	Count	Average Speed	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	53	23.0	17 - 30	23 mph	27 mph	18 - 27	48	91%	3% / 2	6% / 3

DRAFT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2021 ENGINEERING AND TRAFFIC SURVEY AND ESTABLISHING SPEED LIMITS ON VARIOUS STREETS WITHIN THE CITY IN ACCORDANCE WITH THE SURVEY

WHEREAS, an Engineering and Traffic Survey (E&TS) provides the basis to establish speed limits for radar enforcement for city streets; and

WHEREAS, on May 6, 2021, the City approved a professional service agreement with Paris Transportation Consulting (Parisi) to conduct the Engineering and Traffic Survey;

WHEREAS, in accordance with the requirements set forth in the California Vehicle Code, the engineering and traffic surveys were conducted on various streets within the City by the City's consulting traffic engineer, Parisi; and

WHEREAS, the E&TS was conducted in accordance with the California Vehicle Code and guidelines for setting proper speed limits established by the California Department of Transportation as documented in the California Manual for Setting Speed Limits (2020); and

WHEREAS, it has been determined that the establishment of speed limits that are reasonable and safe will facilitate the orderly movement of vehicular traffic within the city.

WHEREAS, the E&TS conducted by Parisi was presented for review and approval by the City Council of the City of Seaside for the street segments that are set forth in Exhibit A, entitled City of Seaside Engineering & Traffic Survey dated August 2021, which is incorporated herein by this reference; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts the Engineering and Traffic Survey dated August 6, 2021 prepared by Parisi Transportation Consulting.

BE IT FURTHER RESOLVED, that the speed limits are established as follows:

#	Roadway	Between	Current Speed Limit (MPH)	Proposed Speed Limit (MPH)
1	Broadway Avenue	Fremont Blvd. and General Jim Moore Blvd.	30	30
2	Coe Avenue	Monterey Road and Buttercup Road	30	30
3	Coe Avenue	Buttercup Road and General Jim Moore Blvd.	35	35
4	Del Monte Boulevard	Southerly City Limit and Northerly City Limit	35	35

5	Fremont Boulevard	Southerly City Limit and Playa Avenue	30	30
6	Fremont Boulevard	Playa Avenue and Northerly City Limit	35	35
7	General Jim Moore Blvd.	Southerly City Limit and Broadway Avenue	40	45
8	General Jim Moore Blvd.	Broadway Avenue and Coe Avenue	40	45
9	General Jim Moore Blvd.	Coe Avenue and McClure Way	45	45
10	Hilby Avenue	Fremont Blvd. and General Jim Moore Blvd.	30	30
11	Kimball Avenue	Fremont Boulevard and Mescal Street	30	30
12	La Salle Avenue	Del Monte Boulevard and Lysette Court	30	30
13	Lightfighter Drive	Highway-1 and General Jim Moore Boulevard	40	40
14	Mescal Street	Plumas Avenue and San Pablo Avenue	25	25
15	Military Avenue	Fremont Boulevard and Paralta Avenue (E)	30	30
16a	Monterey Road	Fremont Boulevard and Normandy Road	35	35
16b	Monterey Road	Fremont Blvd. & 370' North of Normandy Rd.	25	25
17	San Pablo Avenue	Fremont Boulevard and Mescal Street	30	30
18	Sonoma Avenue	Canyon Del Rey and Fremont Boulevard	30	30
19	Calaveras Street	Broadway Ave. and Clementina/Heitzinger Pl.	25	25
20	Clementina/Heitzinger Pl.	Del Monte Boulevard and Fremont Boulevard	25	25
21	The Mall	Clementina Avenue and Del Monte Blvd.	25	25

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of September, 2021 by the following vote:

AYES: COUNCIL MEMBERS:
 NOES: COUNCIL MEMBERS:
 ABSENT: COUNCIL MEMBERS:
 ABSTAIN: COUNCIL MEMBERS:

 Ian N. Oglesby, Mayor

ATTEST:

 Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: August 19, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A LEASE WITH COMMUNITY PARTNERSHIP FOR
YOUTH (CPY) FOR OFFICE SPACE**

RECOMMENDATION

Authorize the City Manager to execute a lease with Community Partnership for Youth (CPY), subject to review and final approval of the City Attorney.

BACKGROUND

In May 2021, the City Council approved a Note and Deed of Trust to Community Partnership for Youth to purchase the building located at 775 Kimball Avenue. The note allows for CPY to offset the payments due under the Note by providing leased office space to the City. The attached lease provides for 4 office spaces and a reception area that the City intends to use for its Family and Community Support Program, which includes our newly hired social worker and his team. The monthly rental rate is \$1530 plus utilities. The term of the lease is for five (5) years with an option to extend for five (5) more years.

FISCAL IMPACT

Neutral.

ATTACHMENTS

1. Resolution Authorizing City Manager to Execute Lease
 2. Lease Agreement (CPY)
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH COMMUNITY
PARTNERSHIP FOR YOUTH (CPY) FOR OFFICE SPACE**

WHEREAS, in May 2021, the City Council approved a Note and Deed of Trust to Community Partnership for Youth to purchase the building located at 775 Kimball Avenue; and

WHEREAS, the note allows for CPY to offset the payments due under the Note by providing leased office space to the City; and

WHEREAS, Government Code Section 25524 authorizes the City to enter into a lease agreement; and

WHEREAS, the attached lease provides for 4 office spaces and a reception area that the City intends to use for its Family and Community Support Program, which includes our newly hired social worker and his team; and

WHEREAS, the monthly rental rate is \$1530 plus a portion of the utilities; and

WHEREAS, the term of the lease is for five (5) years with an option to extend for five (5) more years; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside is authorizing the City Manager to execute a lease with Community Partnership for Youth (CPY) for office space, in substantially the form as attached hereto, and as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 19th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

LEASE AGREEMENT

By and Between

**CITY OF SEASIDE,
as Lessee**

and

**COMMUNITY PARTNERSHIP FOR YOUTH,
as Lessor**

Dated as of September 15, 2021

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of September 15, 2021, by and between the COMMUNITY PARTNERSHIP FOR YOUTH, a nonprofit corporation duly organized and existing under the laws of the State of California, as sublessor (the "Lessor"), and the CITY OF SEASIDE, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California, as sublessee (the "City");

WITNESSETH:

WHEREAS, pursuant to the Government Code of the State of California, the City may enter into leases and agreements relating to real property to be used by the City; and

WHEREAS, the Lessor and the City will enter into this Lease Agreement pursuant to which the City will lease the Property (as defined herein) from the Lessor; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease Agreement, refer to this Lease Agreement as a whole.

"Authorized Representative of the Lessor" shall mean the Executive Director of the Lessor and any person or persons designated by the Executive Director of the Lessor and authorized to act on behalf of the Lessor as certified by a written certificate signed on behalf of the Lessor by the Executive Director of the Lessor and containing the specimen signature of each such person.

"Authorized Representative of the City" shall mean the City Manager, Assistant City Manager or any person or persons designated by the City Manager and authorized to act on behalf of the City by a written certificate signed on behalf of the City by the City Manager and containing the specimen signature of each such person.

"Events of Default" shall mean events of default as set forth in Section 7.1 of this Lease Agreement.

"Fiscal Year" shall mean the twelve month fiscal period of the City which commences on July 1 in every year and ends on June 30 of the succeeding year.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee or officer of the Lessor or the City.

“Lease Agreement” means this Lease Agreement, between the City and the Lessor, as amended and supplemented from time to time in accordance with its terms.

“Lease Payment Date” means the 7th day of the month preceding each Interest Payment Date (or if the 7th day of the month is not a Business Day, on the next succeeding Business Day).

“Permitted Encumbrances” means as of any particular time: (1) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may, pursuant to Section 7.7 hereof, permit to remain unpaid; (2) this Lease Agreement as they may be amended from time to time; (3) any right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (4) utility, access and other easements and rights of way, restrictions and exceptions that do not interfere with or impair the use intended to be made of the relevant Property; (5) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of delivery hereof; and (6) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of delivery hereof, or existing on any real property substituted for the Property, to which the Lessor and the City consent in writing and which the City certifies will not materially impair the use of the Property or real property substituted for the Property, as the case may be.

“Property” means a reception area along with four offices located at 775 Kimball Ave, Seaside, CA 93955.

“State” shall mean the State of California.

“Term” means the duration of this Lease Agreement pursuant to the provisions of Section 3.2 hereof.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Lessor as follows:

(a) Due Organization and Existence. The City is a municipal corporation, duly organized and existing under and by virtue of the laws of the State, with the power and Lessor to own, lease and acquire real and personal property and equipment.

(b) Authorization, Enforceability. The laws of the State authorize the City to enter into this Lease Agreement and to enter into the transactions contemplated by and to carry out its obligations under this agreement, and the City has duly authorized and executed this

agreement. This Lease Agreement constitute the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City or upon the Property, except for Permitted Encumbrances.

(d) Execution and Delivery. The City has duly authorized and executed this Lease Agreement in accordance with the laws of the State.

(e) Indemnification of Lessor. To the extent permitted by law, the City covenants to defend, indemnify and hold harmless the Lessor and its assigns directors and employees (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal expenses reasonably incurred by it in connection with defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease Agreement. In particular, without limitation, to the extent permitted by law, the City shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, to the extent arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property by the City; (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement; (iii) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property; or (iv) any act of negligence of any assignee with respect to the Property. No indemnification is made under this Section or elsewhere in this Lease Agreement for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct, negligent acts or omissions, or breach of duty under this Lease Agreement by the Lessor, its officers, directors, agents, employees, successors or assigns.

Section 2.2 Representations Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence; Enforceability. The Lessor is a nonprofit corporation, duly organized and existing under the laws of the State, has the power to enter into this Lease Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease Agreement. This Lease Agreement constitutes the legal, valid and binding obligations of the Lessor, enforceable in accordance with their respective terms, except to the extent limited by

applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Encumbrances. The Lessor will not pledge the Lease or other amounts derived from the Property or from its other rights under this Lease Agreement, except for Permitted Encumbrances and except as provided under the terms of this Lease Agreement.

(c) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the by-laws of the Lessor or any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor or upon the Property, except for Permitted Encumbrances.

(d) Execution and Delivery. The Lessor has duly authorized and executed this Lease Agreement in accordance with the Constitution and laws of the State.

ARTICLE III

AGREEMENT OF LEASE; TERM OF LEASE; LEASE PAYMENTS

Section 3.1 Lease. The Lessor hereby leases the Property to the City upon the terms and conditions set forth herein.

Section 3.2 Term. The Term of this Lease Agreement shall commence on the Delivery Date and shall end on September 14, 2026, with the option to extend five years upon sixty day written notice at the discretion of the City.

Section 3.3 Lease Payments.

(a) Time and Amount. The Lessor agrees that the rent payments (\$1,530.00) will be offset upon the Deed of Trust and Promissory Note between the Lessor and Lessee entered into on May 24, 2021.

Section 3.4 Fair Rental Value. The Lease Payments shall be paid by the City in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Property during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental to be paid hereunder does not exceed the fair rental value of the Property during the term of this Lease Agreement. In making such determination, consideration has been given to the fair rental value of the Property (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

Section 3.5 Budget and Appropriation. The City covenants to take such action as may be necessary to include all Lease Payments due hereunder in its proposed annual budget and

its final adopted annual budget and to make the necessary appropriations for any amount of Lease Payments to be paid therefrom.

The obligation of the City to pay Lease Payments hereunder shall constitute a current expense of the City payable from the general fund of the City or any other legally available funds and shall not in any way be construed to be a debt liability or obligation of the City, or the State, or any political subdivision thereof, in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, the State, or any political subdivision thereof, or an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Section 3.6 Abatement of Lease Payments.

(a) The obligation of the City to pay Lease Payments due under the Lease Agreement shall be abated during any period in which, by reason of material damage or destruction to, or condemnation of, the Property or any portion thereof, or defects in title to the Property, there is substantial interference with the use and possession by the City of all or such portion of the Property.

(b) The amount of abatement will be such that the resulting Lease Payments during which such interference continues, do not exceed the fair rental value of the portions of the Property as to which such damage, destruction, condemnation or title defects do not substantially interfere with the City's use and possession, as evidenced by a certificate of a City representative. Such abatement will continue for the period commencing with the date of such interference and ending with the restoration of the Property to tenantable condition. Except as provided in this Lease Agreement, in the event of such damage, destruction or taking, the Lease Agreement shall continue in full force and effect, and the City waives any right to terminate the Lease Agreement by virtue of any such damage, destruction or taking. The City further waives the benefit of Sections 1932(1), 1932(2), 1933(4), 1941 and 1942 of the California Civil Code.

Section 3.7 Assignment of Lease Payments. Certain of the Lessor's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned by, to which assignment the City hereby consents. The Lessor hereby directs the City, and the City hereby agrees, to pay to the Lessor, all Lease Payments or prepayments thereof payable by the City hereunder. The Lessor will not assign or pledge the Lease Payments derived from the Property or from its other rights under this Lease Agreement except as provided under the terms of this Lease Agreement.

Section 3.8 Use and Possession. The total Lease Payments due in any Fiscal Year shall be for the use and possession of the Property for such Fiscal Year. During the Term of this Lease Agreement, the City shall be entitled to the exclusive use of the Property subject only to the Permitted Encumbrances.

Section 3.9 Net-Net-Net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease," and the City hereby agrees that the Lease Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE IV

INSURANCE

Section 4.1 Liability Insurance. The City shall procure (or cause to be procured) and maintain (or cause to be maintained), throughout the term of this Lease Agreement, a standard commercial general liability insurance policy or policies, naming as additional insureds the Lessor, the Trustee, and their directors, officers, agents and employees, insuring against all direct or contingent loss or liability for damages for bodily injury, death or property damage occasioned by reason of the use or operation of the Property, in the form of a combined single limit policy in the minimum amount of \$10,000,000. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by the City.

Section 4.2 Cooperation. The Lessor shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof.

ARTICLE V

COVENANTS WITH RESPECT TO THE PROPERTY

Section 5.1 Use of the Property. The City represents and warrants that it has an immediate need for the Property, which need is not expected to be temporary or to diminish in the foreseeable future.

Section 5.2 Quiet Enjoyment. Subject only to Permitted Encumbrances, during the Term the Lessor shall provide the City with quiet use and enjoyment of the Property, and the City shall during such Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Lessor, or any person or entity claiming under or through the Lessor except as expressly set forth in this Lease Agreement. The Lessor will, at the request of the City, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor shall have the right of access to the Property as provided in Section 5.6 hereof.

Section 5.3 Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole personal property of the City, regardless of the manner in which the same may be affixed to such portion of the Property, in which neither the Lessor nor the Trustee shall have any interest, and may be modified or removed by the City at any time; provided that the City shall repair and restore any and all damage to such portion of the Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease Agreement shall prevent the City from purchasing items to be installed pursuant to this Section, provided that no lien or security interest attaching to such items shall attach to any part of the Property.

Section 5.4 Access to the Property. The City agrees that the Lessor and the Lessor's successors or assigns shall have (1) the right at all reasonable times to enter upon the Property or any portion thereof to examine and inspect the Property, and (2) such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

Section 5.5 Maintenance; Repair and Replacement. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all repair and maintenance of the Property shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City. The Lessor shall pay utilities and charge the City one-third (1/3) of the costs. The City shall provide or cause to be provided all security service, custodial service, and telephone for the Property.

Section 5.6 Against Sale or Other Disposition of Property. The City will not enter into any agreement or lease which impairs the operation of the Property or any part thereof. Any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of the improvements on the Property, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the City to pay Lease Payments and if the proceeds of such sale are deposited in the Lease Payment Account.

Section 5.7 Compliance with Lease. The City will neither take nor omit to take any action under any contract if the effect of such act or failure to act would in any manner impair or adversely affect the ability of the City to pay Lease Payments; and the City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all other contracts affecting or involving the Property, to the extent that the City is a party thereto.

ARTICLE VI

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 6.1 Assignment by the Lessor. Except as provided herein, and in the Assignment Agreement and the Trust Agreement, the Lessor will not assign this Lease Agreement, or any right, title or interest of the Lessor in and to this Lease Agreement, to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof.

Section 6.2 Assignment and Subleasing by the City.

(a) Assignment. In the event that this Lease Agreement is assigned by the City, the obligation to make Lease Payments and perform the other covenants of the City hereunder shall remain the obligation of the City.

(b) Sublease. The City may not sublease any portion of the Property, and may not grant concessions to others involving the use of any portion of the

Section 6.3 Amendments and Modifications. This Lease Agreement may be amended or any of its terms modified, with the written consent of the Lessor.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be “events of default” under this Lease Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Payment Default. Failure by the City to pay any Lease Payment or Additional Payment required to be paid hereunder on the date such payment is due hereunder.

(b) Covenant Default. Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Property Lease, other than as referred to in clause (a) of this Section, for a period of 60 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, then no event of default shall have occurred so long as corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the City of a case in bankruptcy, or the subjection of any right or interest of the City under this Lease Agreement to any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 7.2 Remedies on Default; No Acceleration of Lease Payments. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, it shall be lawful for the Lessor to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; provided, however, that notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN DUE OR PAST DUE TO BE IMMEDIATELY DUE AND PAYABLE.

So long as an event of default exists and is continuing hereunder, the Lessor, or its assignee, is expressly authorized hereby (without limiting any other rights or remedies the Lessor, or its assignee, may have) to recover rent and other monetary charges as they become due hereunder without terminating the City’s right to possession of the Property (regardless of whether or not the City has abandoned the Property). Furthermore, upon the occurrence of an event of default hereunder, the Lessor shall have the right, and the City hereby irrevocably appoints the Lessor, or its assignee, as the agent and attorney-in-fact of the City, to enter upon

and re-let the Property, at such rent, upon such lawful conditions and for such term, and to do all other acts to maintain or preserve the Property, including the removal of persons or property therefrom or taking possession thereof, as the Lessor, or its assignee, deems desirable or necessary. The City hereby exempts and agrees to save harmless the Lessor and its assignee from, and waives any and all claims for, any costs, loss or damage whatsoever that may result to the Property to the extent arising from or occasioned by any lawful entry upon and re-letting of the Property or any other action taken by the Lessor or its assignee. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Lessor, or its assignee, to re-let the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Lessor, or its assignee, in effecting such re-renting or re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing or re-renting is made, or of the terms and conditions of such re-leasing or re-renting, or otherwise. No such termination shall be effected by operation of law. No action taken by the Lessor or its assignee under this Section 7.2 shall be deemed to terminate this Lease Agreement, and the City agrees to and shall remain liable for the performance of all conditions herein contained and continue to remain liable for any deficiency in Lease Payments that may arise out of such re-letting, payable only at the same time and in the same manner as provided for Lease Payments in Section 3.3 hereof.

The City further agrees to reimburse the Lessor, and its assignee, for any cost or expense, including attorneys' fees, incurred by the Lessor or its assignees as a result of such default.

The Lessor expressly waives the right to receive any amount from the City pursuant to Section 1951.2(a)(3) of the California Civil Code.

Section 7.3 No Remedy Exclusive. Subject to the express limitation on remedies described in Section 7.2 above, no remedy conferred herein upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 7.4 Agreement to Pay Attorney's Fees and Expenses. In the event either party to this Lease Agreement should default under any of the provisions hereof and the non-defaulting party should commence legal action or arbitration for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the non-defaulting party the reasonable attorney's fees, court costs and legal expenses incurred by the non-defaulting party in such action or arbitration after payment of all fees and expenses of the Trustee.

Section 7.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter

waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS

Section 8.1 Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may, on any date, secure the payment of all unpaid Lease Payments, in the amount of \$1,530.00, by deposit consisting of United States government obligations which are adequate in the opinion of an independent certified public accountant to provide for payment of all unpaid Lease Payments as they become due and payable hereunder. In such event, all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, Lease Payments from such deposit. On the date of said deposit the leasehold interest in the Property shall vest in the City automatically and without further action by the City or the Lessor (except as provided herein), provided that the leasehold interest with respect to the Property shall be subject to the subsequent payment of all Lease Payments made from said deposit in full in accordance with the provisions hereof.

ARTICLE IV

MISCELLANEOUS

Section 9.1 Liability of City Limited. Neither the faith and credit nor the taxing power of the City is pledged to the payment of Lease Payments hereunder. Nevertheless, the City may, but shall not be required to, advance for any of the purposes hereof any funds of the City which may be made available to it for such purposes.

The obligation of the City to make Lease Payments does not constitute a debt, liability or obligation of the City or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 9.2 Waiver of Personal Liability. No member, officer, agent or employee of the City or the City shall be individually or personally liable for the payment of Lease Payments hereunder or be subject to any personal liability or accountability by reason of the issuance thereof but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.3 Notices. All notices, certificates or other communications hereunder to the Lessor and City shall be sufficiently given and shall be deemed to have been received five (5) Business Days after deposit in the United States mail in certified form, postage prepaid, to the City or the Lessor, as the case may be, at the following addresses:

If to the City: City of Seaside
 440 Harcourt Avenue
 Seaside, California 93955
 Attention: City Manager
 (831) 899-6700
 ECopy:cityattorney@ci.seaside.ca.us

If to the Lessor: Community Partnership for Youth (CPY)
 P.O. Box 42
 Monterey, California 93942
 Attention: Executive Director
 (831) 394-4279

The Lessor and the City and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.4 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Lessor and the City and their respective successors and assigns.

Section 9.5 Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.6 Execution in Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.7 Recordation. This Lease Agreement shall not be recorded, but the parties shall, at the commencement of the term hereof, execute and cause to be recorded in the office of the County Recorder of the County of Monterey, California, a “short form” or Memorandum of Lease Agreement.

Section 9.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.9 Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor has caused this Lease Agreement to be executed in its name by its duly authorized officers, and the City has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

COMMUNITY PARTNERSHIP FOR YOUTH,
as Lessor

By: _____
Name: Shari Hastey
Its: Executive Director

CITY OF SEASIDE, as Lessee

By: _____
Name: Craig Malin
Its: City Manager

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: August 19, 2021

**SUBJECT: REVIEW AND DISCUSS DRAFT REQUEST FOR STATEMENTS OF
QUALIFICATIONS FOR CITY MANAGER RECRUITMENT**

RECOMMENDATION

Review and discuss the draft Request for Statement of Qualifications, including the public input process and timeline.

BACKGROUND

City Manager Craig Malin's last day with the City of Seaside will be September 4, 2021, and the City Council has directed the release of a Request for Statements of Qualifications for an Executive Recruiter to assist the City Council with selecting his replacement.

Benefits of Utilizing an Executive Recruiter:

Use of an Executive Recruiter has distinct advantages over conducting the recruitment using Human Resources staff, including:

- There is data that indicates the use of a professional recruiter, coupled with community input, is the best way to select a City Manager with beliefs that most closely fit the community.
- Connections with a network of candidates including candidates not currently on the open market.
- Specialization and experience in high level recruitment efforts.
- Objective third party conducting the recruitment.
- Recruitment is the primary focus.
- If the new City Manager leaves within the first year, most recruitment firms will conduct the 2nd recruitment at no additional cost to the City (except advertising).

- Although the cost of the recruitment is higher, the staff time is less.
- In-house Human Resources staff are already under pressure with a back-log of other activities.

Selection of a Firm:

Staff will release a "Request for Statements of Qualifications" to solicit proposals from qualified recruiting firms. In order to select from the proposals received, the entire Council could review all proposals and select the top 2-3 for interview or direct the City Manager and Human Resources Analyst to conduct the initial interviews and bring the top two to three firms to the Council for their review and selection.

Executive Recruiter Scope of Work & Draft Schedule:

The Executive Recruiter will work at the City Council's direction to develop the recruitment and selection plan which will include the following activities:

- Discuss options for the public input process, including engaging the community to develop the candidate profile.
- Make recommendations on salary / benefit structure (may include a salary survey).
- Make recommendations on recruitment timing to attract the best candidate pool.
- Review and discuss the advertising and marketing plan.
- Develop the ideal candidate profile.
- Develop the selection process including type of assessment process, interview questions, and selection panel.
- Review, screen, and present all candidates to the City Council.
- Facilitate the assessment / interview of the final candidates.
- Conduct reference checks / background.
- Negotiate compensation and contract terms with the selected candidate.

Proposed RFQ Selection Process Timeline:

Release RFQ for executive recruitment firm:	August 20, 2021
Proposals Due:	September 9, 2021
Council Review of Proposals:	September 10 - 17, 2021
City Council interviews/selects Recruitment firm:	Week of September 20 or 27th
Council Approves Contract:	October 7, 2021

Next Steps and Estimated Timeline:

*NOTE: Based on this timeline, the recruitment would be open for the months of November / December with interviews in December. Conducting a recruitment over the holiday months may not be advantageous to the candidate pool.

FISCAL IMPACT

The Human Resources Adopted FY 21/22 budget has adequate budget to cover the cost of contracting with an Executive Recruitment Firm.

ATTACHMENTS

1. Draft RFQ Executive Recruiter
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

DRAFT
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR RECRUITMENT SERVICES
FOR THE POSITION OF CITY MANAGER

CITY OF SEASIDE, CALIFORNIA

August 20, 2021

I. SCOPE OF SERVICES REQUESTED

The City is seeking an experienced individual and/or firm to provide executive recruitment services for the position of City Manager. In addition to providing the City Council with a diverse and highly qualified list of candidates, the consultant's scope of the services may also include:

- Conducting a salary survey with recommendation on appropriate salary / benefit structure;
- Engaging with the community to obtain input on the candidate profile;
- Coordinating the candidate's participation in a leadership assessment;
- Conducting reference checks; and
- Negotiating with the selected candidate regarding salary / benefits.

Interested professionals and/or firms are encouraged to provide a statement of qualifications and a service proposal as outlined in this Request for Qualifications.

II. BACKGROUND

A. Jurisdiction

The City of Seaside (population 35,000) is a General Law City operating under the City Council/City Manager form of government. The City is a diverse and growing community located on the Central Coast of California. Seaside is currently staffed with a small and dedicated team of 127 full-time and 128 part-time staff members who provide the full range of municipal services including police, fire, public works, and recreation.

The City is in a period of unprecedented growth and is currently in the process of developing hundreds of acres of land overlooking Monterey Bay. This will be a unique opportunity and will be attractive to candidates with an orientation to community building.

**Request for Statements of Qualifications
City Manager Recruitment
City of Seaside, California
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B. City Organizational Structure

The City is organized into ten (10) departments including:

1. **City Manager** – Overall responsibility for City operations, City Clerk functions, and Economic Development.
2. **City Attorney** – reports to the City Council.
3. **Finance / IT Department** – Responsible for all financial management functions, budget, purchasing, and information technology.
4. **Human Resources / Risk Management** – Centralized risk management and human resources department.
5. **Building & Code Compliance Services** – Responsible for code compliance and building inspection services.
6. **Public Works & Engineering** – responsible for design, construction, operation, and maintenance of all public facilities and public rights-of-way. The City also owns and operates a small municipal water system and is the host agency of a JPA handling wastewater services for two neighboring cities.
7. **Community Development & Housing** – Provides comprehensive planning services to create a balanced and sustainable City. The housing division develops and implements a wide range of affordable housing programs.
8. **Recreation Services** – Provides a full range of recreational services as well as family and community support practitioners who support the police department and a youth violence prevention program.
9. **Police** – Responsible for typical police functions plus animal control, parking, and records maintenance. The Police Department is involved in Countywide task forces and joint powers agreements.
10. **Fire** – Responsible for full-service fire functions including fire prevention, fire inspection, and public education.

C. Employee Associations

The City's full-time employees are represented as follows:

1. The **Seaside City Employees' Association (UPEC)** represents administrative, non-safety employees in such functions as finance, building, code compliance, and public works.

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2. The **Seaside Police Officers' Association** represents all sworn and non-sworn Police Department employees including the classifications of Police Sergeant, Police Corporal, Police Officer, Records Technician, Animal Services Specialist, and Police Services Assistant.
3. The **Seaside Firefighters' Association (IAFF)** represents the classifications of Fire Captain, Fire Engineer, and Firefighter.
4. The **Seaside Management and Supervisory Employees' Association** represents the non-safety mid-management and supervisory employees.
5. The **Seaside Public Safety Managers' Association** represents the classifications of Deputy Police Chief, Police Commander, and Fire Division Chief.
6. The **Confidential Exempt and Non-Exempt Employees** are unrepresented due to the confidential nature of their work. These employees hold key positions in the Finance Division, Human Resources, City Attorney, and the City Managers' Office.
7. The City's **Executive Management Employees** are at-will, employees and currently include the Police Chief, Fire Chief, two Assistant City Managers, Assistant to the City Manager, Human Resources Director / Risk Manager, Finance Director, Chief Building Official, Public Works Director / City Engineer, and Recreation Director.
8. The City employs numerous **Part-Time Employees** throughout the City. These employees are at-will and unrepresented.

III. SCHEDULE

The preliminary schedule is as follows:

City releases RFQ.....	August 20, 2021
Responses due.....	September 9, 2021
Consultant interviews.....	September 20 or 27, 2021
City Council awards contract.....	October 7, 2021

IV. RFQ REQUIREMENTS

Responses to this request should include the following information:

1. Consultant name and/or business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.

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City Manager Recruitment
City of Seaside, California
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2. Qualifications information, which demonstrates the knowledge, experience, and capability that will enable the respondent to provide the services outlined in the recruitment description, including a brief description and history of the firm and/or individual including the number of years in business, number of City Manager recruitments and the range of services offered. Key individuals who will be involved in providing or developing the services should be identified and listed. Please provide resumes for all proposed key personnel.
3. A description of the proposed search components. What are the key steps? How do you assess your client's and the community's needs and values and how do you use this information in the development of desired qualifications and in the recruitment and selection of candidates? What is your recruiting strategy? Describe the selection process options available and your recommendation concerning which you prefer (i.e. interview, assessment center, etc.). How do you or your firm develop personal contacts with potential candidates for this type of position? Describe any optional services you provide which would be of interest and assistance to the recruitment. Identify the personnel associated with each service, if applicable.
4. Describe your approaches and successes in placing diverse candidates in key management roles.
5. Describe your approach to obtaining community input on the ideal candidate profile.
6. What procedures do you use to investigate the background of candidates?
7. Provide a timeline for this recruitment search.
8. Please provide at least three references that can be contacted for verification of the respondent's experience and qualifications. The references should be public agencies, for which you and/or your firm have conducted City Manager recruitments within the past three years. Identify similar recruitments on which the respondent has worked, and contact information.
9. Please indicate the proposed compensation rate and structure for the described recruitment services. Provide the price of each component including optional services.

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10. The City of Seaside requires that individuals and firms that contract for services file a certificate of insurance prior to the execution of the contract agreement. The successful respondent shall maintain a general liability insurance policy, broad form, of at least \$1,000,000. The respondent shall provide a certificate naming the City as an additional insured for liability and workers compensation.

11. The City of Seaside requires a Business License of all consultants.

V. PROCEDURES FOR SUBMISSION

Interested individuals and/or firms are invited to submit their responses prior to **5:00 PM, September 9, 2021**. Proposals should be submitted via email to:

Ms. Samantha Sakhrani, Human Resources Analyst
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6713
salcaraz@ci.seaside.ca.us

Submissions will not be accepted after the deadline.

All material submitted in accordance with this RFQ becomes the property of the City and will not be returned. If you have any questions regarding this RFQ, please contact Ms. Sakhrani at (831) 899-6711. Any other contact with City personnel related to this RFQ, prior to the formal appointment of the consultant, is expressly prohibited.

All clarifications made by the City will be in writing and will be provided to all respondents. If necessary, an Addendum to the RFQ may be delivered to all individuals or firms having received the RFQ. The Addendum shall have the same binding effect as the remainder of the RFQ. However, no other instructions given to respondents by City staff shall bind the City.

VI. REVIEW AND SELECTION CRITERIA

Materials provided in response to the Request for Statement of Qualifications will be rated based on the following criteria:

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City Manager Recruitment
City of Seaside, California
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1. Understanding of the scope of work and the overall executive recruitment goals including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. Skills and experience of assigned personnel, availability and motivation of staff; experience and performance of Consultant on similar executive recruitments related to quality of candidates, placement and retention of finalists.
3. Consultant's expertise and ability to successfully handle communication with the City Council and City staff relative to all phases of the recruitment.
4. The present workload of the consultant and their ability to meet the proposed schedule.
5. Clarity of presentation and content of the responses to this request. Elaborate or costly submissions are not required.
6. Record of performance, including results of reference checks.
7. Proposed plan for completing the work in a timely and professional manner.
8. Proposals are to be ranked on the basis of qualifications and not fees, however fees will be considered as part of the proposal.

The City reserves the right to conduct independent reviews and to interview the consultants submitting responses prior to making any selection. The City anticipates that the top three (3) consultants will be requested to participate in an interview. At a minimum, the proposed lead individual and other key staff members should appear at the interview. If you or your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City of Seaside will not be liable for any costs associated with your firm preparing its response to this RFQ or attending the interview.

No consultant will be allowed to modify the content of his or her responses at any time after the submission deadline, except in direct response to a request

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from the City for clarification or for an oral interview, if no such modification will result in a substantive amendment to the submittal.

VII. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any or all responses received in response to this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. Additionally, the City may, for any reason, decide not to award an agreement based on this RFQ. The City reserves the right to cancel this RFQ. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate recruitment deliverables and associated costs.

VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City Council will recommend an individual and/or firm to enter into negotiations for the recruitment described. The recommended individual and/or firm will enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Standard Consultant Agreement.

IX. 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 at least all of the insurance requirements outlined in the City's Standard Consultant Agreement.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City 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 proposal.

X. EXAMINATION OF PROPOSED MATERIAL

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

XI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of the City. At such time as the City Council recommends a Consultant, all responses to the RFQ received 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 City 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 City of Seaside 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 City 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.

XII. DISQUALIFICATION

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

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- A. Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection panel;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- D. Evidence of incorrect information submitted as part of the RFQ;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XIII. NON-CONFORMING RESPONSE

A response 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 RFQ may be sufficient grounds for non-acceptance of the response, at the sole discretion of the City.

XIV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XV. PROHIBITION OF GIFTS

City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of

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impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

XVI. ADDITIONAL TERMS AND CONDITIONS

- 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 City's Standard Consultant Agreement. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the Standard Consultant Agreement should be included in the response. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a response.
- B. This RFQ does not commit the City to pay any costs incurred in the submission of the response or in making any necessary studies or analysis in preparation of submission of the response.
- C. The City reserves the right without limitation to:
 - 1. Execute an agreement with one or more Consultant(s) based solely on the response to this RFQ and any approved additions;
 - 2. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Consultant(s);
 - 4. Modify and re-issue the RFQ; and
 - 5. Take action regarding the RFQ as may be deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFQ process. The City 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 City unless and until it is executed by authorized representatives of the City and of the Consultant.

XVII. ATTACHMENTS

Following is an Attachment to this RFQ:

Attachment 1: City's Standard Consultant Agreement

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City Manager Recruitment
City of Seaside, California
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Attachment 1

**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT for _____**

This agreement is made by and between the City of Seaside (City), and _____ (Consultant).

- A. Engagement: The City agrees to engage the Consultant to conduct a _____ as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on an hourly basis in accordance with the standard billing rates shown in Exhibit A, attached hereto, not to exceed _____ (\$_____).
- D. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- E. Term: The term of this agreement shall commence on _____ and terminate December 31, 2021.
- F. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- G. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

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- H. Duty to Defend: In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- I. Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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 years after completion of the services required by this agreement.

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.

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

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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.

- J. Project Management. The City's Human Resources Director / Risk Manager will represent the City for all purposes under this Agreement. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- K. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.
- L. Assignment
 - a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
- M. Conflict of Interest
 - a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
 - b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.
- N. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

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City Manager Recruitment
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- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

Approved:

Dated: _____

Consultant: _____

By: _____

Title: _____

Address:

Dated: _____, 2021

City of Seaside:

By:

Title: City Manager

Attachments: _____