



AGENDA

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

CONCURRENT MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, October 7, 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 City Council 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. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS AND COMMUNITY ENGAGEMENT SPECIALIST)

7. PRESENTATIONS

A. CENTRAL COAST COMMUNITY ENERGY MEMBER AGENCY PRESENTATION (LINA WILLIAMS, ACCOUNT SERVICES MANAGER)

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM SEPTEMBER 16, 2021

RECOMMENDATION: Approve minutes as presented in agenda packet

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of August 28, 2021 through September 10, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 9, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,780,209.52.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of August 28, 2021 through September 10, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 9, 2021. Total Accounts Payable and Payroll for the above referenced period is \$350.87.

D. APPROVE PROCLAMATION RECOGNIZING OCTOBER 2021 AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

RECOMMENDATION: Approve a proclamation declaring October 2021 as National Disability Employment Awareness Month to celebrate the accomplishments in the workplace of persons with disabilities and reaffirm the commitment to ensuring equal employment opportunities for all citizens.

E. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL AND PROACTIVE PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00, AND APPROPRIATING \$50,000.00 FROM THE GENERAL FUND AND AMENDING THE FISCAL YEAR 2021/22 BUDGET FOR THE PROJECT

RECOMMENDATION: Adopt a resolution authorizing an Amendment to the Agreement for Contractor Services with Disaster Kleenup Specialists to perform on-call and proactive clean-up services for an amount not to exceed \$50,000.00, and appropriating \$50,000.00 from the General Fund and amending the Fiscal Year 2021/22 Budget for the Project.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FM TRUST TO LEASE AS MANY AS 25 VEHICLES WITH A YEAR ONE NET COST NOT TO EXCEED \$215,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign a Master Equity Lease Agreement with Enterprise FM Trust to lease as many as 25 vehicles with a year one net cost not to exceed \$215,000.00.

G. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR GEOTECHNICAL AND ENGINEERING TESTING SERVICES

RECOMMENDATION: Adopt resolution approving the following firms as qualified to provide On-Call Geotechnical and Engineering Testing services:

1. Ninyo & Moore Geotechnical and Environmental Sciences Consultants
2. Pacific Crest Engineering Inc.
3. Earth Systems Pacific
4. Butano Geotechnical Engineering, Inc.

H. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE ELLIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$390,818.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$743,986.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$868,986.00.

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Ellis Park Improvements Project; appropriating \$390,818.00 from the General Fund to the project budget; awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed \$743,986.00; establishing a 17% construction contingency for a total project construction amount not to exceed of \$868,986.00; authorizing the City Manager to execute the construction 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.

I. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ELLIS PARK IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$80,800.00

RECOMMENDATION: Adopt a resolution authorizing an Amendment to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Ellis Park Improvements Project for an amount not to exceed \$80,800.00

J. ADOPT A RESOLUTION AUTHORIZING THE CITY OF SEASIDE AND THE COORDINATED ASSESSMENT AND REFERRAL SYSTEM (CARS) MEMORANDUM OF UNDERSTANDING

RECOMMENDATION: Adopt a resolution authorizing the memoranda of understanding between the City of Seaside and CARS.

K. ADOPT A RESOLUTION AMENDING THE BUDGET FOR THE FISCAL YEAR 2022, APPROPRIATING \$1,240,000.00 FROM FUND BALANCE, ALLOCATING IT TO THE ECONOMIC DEVELOPMENT DEPARTMENT, APPROVING AN AGREEMENT FOR THE PURCHASE AND TEMPORARY LEASE OF REAL PROPERTY AT 490 BROADWAY AVE, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

RECOMMENDATION: Adopt a resolution approving the lease to purchase agreement and appropriate funding necessary to execute the agreement for 490 Broadway Avenue.

L. MODIFY POSITION CONTROL LIST TO ADD ONE ADMINISTRATIVE ASSISTANT IN THE HOUSING DIVISION, ONE ADMINISTRATIVE ASSISTANT IN THE PLANNING DIVISION, OVER HIRE ONE MAINTENANCE & UTILITIES WORKER II, CREATE THE PART-TIME CLASSIFICATION OF FIRE MARSHAL AND AUTHORIZE THE CITY'S FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2022 BUDGET TO INCREASE PERSONNEL COSTS BY \$22,919.00 IN FUND 246

RECOMMENDATION: Authorize the personnel changes that are critical in advancing the City's strategic objectives.

M. APPROVE A FEE WAIVER REQUEST FROM THE NEIGHBORHOOD IMPROVEMENT COMMISSION FOR USE OF LAGUNA GRANDE PARK FOR A CELEBRATION OF LIFE FESTIVAL FOR LANNY OLIS

RECOMMENDATION: Approve the Fee Waiver request from the Neighborhood Improvement Commission.

N. PROCLAMATION HONORING THE LATE LANNY OLIS

RECOMMENDATION: Recognize the life and legacy of Lanny Olis by the proclamation in his honor.

O. ADOPT A RESOLUTION TO AUTHORIZE A CONTRACT WITH PECKHAM & MCKENNEY FOR THE EXECUTIVE SEARCH SERVICES OF CITY MANAGER FOR AN AMOUNT NOT TO EXCEED \$33,000.00

RECOMMENDATION: Adopt a resolution authorizing the Acting City Manager to enter into an agreement with Peckham & McKenney for the executive search services for a new City Manager for an amount not to exceed \$33,000.00.

P. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(E) AUTHORIZING REMOTE TELECONFERENCE MEETINGS

RECOMMENDATION: Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING SEASIDE MUNICIPAL CODE SECTION 10.32.050, ADDING CHAPTER 12.52 TO ESTABLISH REGULATIONS FOR SIDEWALK VENDING, AND ADDING CHAPTER 10.48 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN THE PUBLIC RIGHT-OF-WAY (SECOND READING-ROLL CALL VOTE).

RECOMMENDATION: Approve the second reading of an ordinance repealing Seaside Municipal Code section 10.32.050, adding Chapter 12.52 to establish hours of operation for sidewalk vending, and adding Chapter 10.48 to establish regulations for mobile food vending in the public right-of-way; and by Resolution, waive vendor fees until reevaluated for Fiscal Year 2022-2023 and set a cap of ten food truck permits.

10. BUSINESS ITEMS

A. CONSIDER A REQUEST TO CLOSE BROADWAY AVENUE FROM HILLSDALE STREET TO CONTRA COSTA STREET FOR THE REALITY LLC EVENT "WAR BY THE SHORE 3" ON SATURDAY, NOVEMBER 20, 2021

RECOMMENDATION: Consider a request to close Broadway Avenue to through traffic from Hillsdale Street to Contra Costa Street to ensure public safety during the REALITY LLC "War By The Shore 3" event on Saturday, November 20, 2021.

B. ADOPT A RESOLUTION APPROPRIATING \$150,000.00 FROM SEASIDE'S ENTITLEMENT ALLOCATION FROM THE AMERICAN RESCUE PLAN ACT OF 2021 AND ALLOCATING IT TO THE ECONOMIC DEVELOPMENT DEPARTMENT FOR IMPLEMENTATION OF A SEASIDE ECONOMIC RECOVERY PROGRAM AND ADOPT ADMINISTRATIVE POLICIES AND PROCEDURES FOR A STOREFRONT IMPROVEMENT GRANT TO BENEFIT SMALL BUSINESSES IMPACTED BY COVID-19

RECOMMENDATION: Adopt Administrative Policies and Procedures for the storefront improvement grant entitled "FLIP Seaside" and appropriate funding from Seaside's allocation of the American Rescue Plan Act of 2021 to implement the program.

C. ADOPT RESOLUTION TO APPROVE THE ARTICLES OF INCORPORATION AND BYLAWS OF THE SEASIDE HOUSING COLLABORATIVE

RECOMMENDATION: Adopt a resolution accepting the Articles of Incorporation and Bylaws to create the Seaside Housing Collaborative, and authorize the City Attorney to take necessary steps to register and organize the nonprofit.

D. CONSIDER AND DISCUSS A POLICY TO REQUIRE THE COVID-19 VACCINE FOR ALL CITY EMPLOYEES, BOARD & COMMISSION MEMBERS, CONTRACTORS, AND VOLUNTEERS

RECOMMENDATION: Review and discuss a policy that would require all City employees, Board & Commission members, contractors, volunteers, and interns, except those with an authorized exemption, to be fully vaccinated against COVID-19.

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR MEETING

1. Status report on General Plan Update (Wizard)
2. Presentation on form-based codes (Wizard)
3. Report on Statewide Integrated Traffic Records System (SWITRS) data (Wizard)
4. Discussion regarding budget appropriation for the Climate Action Plan (Wizard)
5. Follow up on requests for electrification, commercial linkage fees and nexus study (Wizard)

B. NEW COUNCIL MEMBER 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 Manager, City Attorney and the City Council 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.

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

POTENTIAL LITIGATION (TWO MATTERS)

Public comments on these items are taken after reading by the City Attorney. For the public record, please state your name.

14. ADJOURNMENT

This meeting will be adjourned in honor and memory of Lanny Olis, Kazia Blunt, Harvey Kuffner and Mark Morgan.

Next Regularly Scheduled Meeting:
October 21, 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

CONCURRENT MEETING
VIRTUAL ONLY
Thursday, September 16, 2021
5:00 PM

1. CALL TO ORDER

Mayor/Chair 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

Pastor Ronald Britt led invocation. Council/Agency Member Garcia-Arrazola led the Pledge.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser, Eloise Shim

6. PUBLIC AGENCY COMMUNICATIONS

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS AND COMMUNITY ENGAGEMENT SPECIALIST)

Mr. Altamirano provided a presentation; and there were no questions from the Council.

7. PRESENTATIONS

A. VACCINE UPDATE (FIRE CHIEF MARY GUTIERREZ)

Chief Gutierrez provided a presentation and responded to questions from the Council.

B. RECRUITMENT UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

Ms. Sakhrani provided a presentation and responded to questions from the Council.

C. CAL COASTAL SMALL BUSINESS DEVELOPMENT CENTER OUTREACH AND SUPPORT FOR SEASIDE SMALL BUSINESSES (CINDY MERZON, DIRECTOR CAL COASTAL SBDC)

Ms. Merzon provided a presentation and responded to question from the Council.

Mayor Oglesby called a recess from 5:35 p.m. – 5:43 p.m.

D. CALIFORNIA AMERICAN WATER GENERAL JIM MOORE BOULEVARD TRANSMISSION MAIN PROJECT PRESENTATION (TIM O'HALLORAN, ENGINEERING MANAGER - COASTAL DIVISION)

Mr. O'Halloran provided a presentation and responded to questions from the Council.

8. CONSENT AGENDA

Mayor/Chair Oglesby read the items on the Consent Agenda. There were no items pulled by the City Council/Successor Agency or members of the public.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco the City Council/Successor Agency moved to approve the Consent Agenda as presented.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 30 AND SEPTEMBER 2, 2021

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. PROCLAMATION FOR CONSTITUTION DAY AND CITIZENSHIP DAY ON SEPTEMBER 17, 2021

ACTION: APPROVED

- E. PROCLAMATION FOR NATIONAL HISPANIC HERITAGE MONTH FROM SEPTEMBER 15 - OCTOBER 15**

ACTION: APPROVED

- F. PROCLAMATION DESIGNATING SEPTEMBER 27 TO OCTOBER 1, 2021 AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL**

ACTION: APPROVED

- G. PROCLAMATION DESIGNATING SEPTEMBER 2021 AS NATIONAL RECOVERY MONTH**

ACTION: APPROVED

- H. PROCLAMATION DECLARING OCTOBER 2-9, 2021 AS FIRE PREVENTION WEEK IN THE CITY OF SEASIDE**

ACTION: APPROVED

- I. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM ROAD 2 REALITY**

ACTION: APPROVED

- J. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THEIR ANNUAL HOMECOMING PARADE**

ACTION: APPROVED

- K. ACCEPT \$1,016,648.00 IN ADDITIONAL EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP) GRANT FUNDING FOR THE CITY'S RESIDENTIAL RENT AND UTILITY ASSISTANCE PROGRAM**

ACTION: ADOPTED RESO #21-82

- L. ADOPT A RESOLUTION IN SUPPORT OF THE BLUE ZONES PROJECT MONTEREY COUNTY**

ACTION: ADOPTED RESO #21-83

M. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH SUBARU AUTO DEALERSHIP FOR STORMWATER CONTROL

ACTION: ADOPTED RESO #21-84

N. ADOPT A RESOLUTION APPROVING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AND MENDOCINO STREET FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE SCHEDULED FOR OCTOBER 2, 2021

ACTION: ADOPTED RESO #21-85

O. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INC. TO PERFORM A PAVEMENT CONDITION EVALUATION AND PAVEMENT MANAGEMENT PROGRAM UPDATE FOR AN AMOUNT NOT TO EXCEED \$66,555.00

ACTION: ADOPTED RESO #21-86

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2020-2021

Haroon Noori, Administrative Analyst II provided a presentation and responded to questions from the Council.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution approving the Consolidated Annual and Evaluation Report for the Community Development Block Grant Program for Fiscal year 2020-2021.

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-87

B. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING SEASIDE MUNICIPAL CODE SECTION 10.32.050, ADDING CHAPTER 12.52 TO ESTABLISH REGULATIONS FOR SIDEWALK VENDING, AND ADDING CHAPTER 10.48 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN THE PUBLIC RIGHT-OF-WAY (FIRST READING-ROLL CALL VOTE).

Assistant City Manager/Community Development Director Amanda Rotella and Senior Planner Beth Rocha presented the item and responded to questions from the Council.

PUBLIC COMMENTS: Tonja Roos, David Pasculli

On motion by Council/Agency Member Wizard and second by Council/Agency Member Campbell and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of an ordinance repealing SMC 10.32.050, adding chapter 12.52 and adding chapter 10.48.

RESULTS: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Wizard

NOES: Pacheco

ABSTAIN: None

ABSENT: None

ACTION: SECONDING READING ON OCTOBER 7, 2021

10. BUSINESS ITEMS

Mayor Oglesby called a recess from 7:25 – 7:35 p.m. Business items A and B were switched in the order in which they were heard. There were no objections.

A. CITYGATE ASSOCIATES FIRE STATION #2 LOCATION STUDY

Fire Chief Mary Gutierrez provided a presentation and responded to questions from the Council.

A motion by Council/Agency Member Campbell and second by Council/Agency Member Wizard to not make a decision on pursuing funding for one proposed scenario and to form an ad-hoc committee with Marina City Council and discuss further and seek to leverage the City's finances to produce the outcomes with a joint station.

A substitute motion was made:

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to accept Citygate Associates Fire Station Location Study, directed

staff to move forward with site analysis of the recommended Fire Station location at Gigling Road and 1st Avenue and develop Request for Proposals for conceptual architectural Fire Station design.

RESULT: 3-1-0-0

AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: Campbell

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

B. ADOPT A RESOLUTION EXTENDING 14 ACRE FEET PER YEAR ALLOCATION OF WATER FOR THE RESIDENTIAL REUSE OF THE MEDICAL OFFICERS BARRACKS LOCATED AT 4386-4387 PARKER FLATS CUTOFF ROAD

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

PUBLIC COMMENTS: None

On motion by Council/Agency Member Wizard and second by Council/Agency Member Campbell and carried by the following roll call vote, the City Council/Successor Agency moved to adopt a resolution extending 14 Acre feet per year allocation of water for the residential reuse of the Medical Officers Barracks located at 4386-4387 Parker Flats Cut-off Road.

RESULT: 5-0-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-88

C. ADOPT A RESOLUTION APPROVING THE 2021 ENGINEERING AND TRAFFIC SURVEY AND ESTABLISHING SPEED LIMITS IN ACCORDANCE WITH THOSE SURVEYS ON VARIOUS STREETS WITHIN THE CITY

Nisha Patel, Public Works Director/City Engineer introduced the item and consultant David Parisi of Parisi Transportation Consultants. Both responded to questions from the Council.

PUBLIC COMMENTS: None

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency moved to adopt a resolution approving the 2021 Engineering and Traffic Survey and establishing speed limits in accordance with those surveys on various streets within the City.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-89

D. DISCUSSION REGARDING CONTINUATION OF HYBRID COUNCIL MEETINGS

Dominique Davis, City Clerk provided a presentation and responded to questions and comments from the Council. City Attorney Sheri Damon provided additional information about recently signed Assembly Bill 361.

PUBLIC COMMENTS: None

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the continuation of hybrid meetings through December 31, 2021.

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR MEETING

Acting City Manager Roberta Greathouse provided a report on the cost analysis for the replacement of holiday lights and decorations; and reported that Central Coast Community Energy would make a presentation at a future meeting.

B. NEW COUNCILMEMBER REQUESTS

1. An Ordinance preventing vendors at special events without appropriate fees (Pacheco)
2. Status report on General Plan Update (Wizard)
3. Presentation on form-based codes (Wizard)
4. Report on Statewide Integrated Traffic Records System (SWITRS) data (Wizard)
5. Discussion regarding budget appropriation for the Climate Action Plan (Wizard)
6. Follow up on requests for electrification, commercial linkage fees and nexus study (Wizard)

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and did not expect any action to report.

There were no comments from the public on the Closed Session items.

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

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, et al. Sixth District Court of Appeal H049031

D. 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

E. 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

Upon return from Closed Session, the City Attorney announced there was no action to report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:44 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: October 7, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of August 28, 2021 through September 10, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 9, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,780,209.52.

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:

- \$592,688.39 for Payroll and benefits
- \$21,550.59 to Access Monterey Peninsula Inc. for January - June 2021 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.
- \$29,331.49 to California- American Water for Water consumption for multiple

City of Seaside service addresses. Billing period of 7/23/2021 - 8/26/2021.

Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.

- \$180,957.00 to County of Monterey for Q2 invoice for FY 2021/22 for service costs for City of Seaside 9-1-1 dispatch services and NGEN Operations & Maintenance.
- \$21,850.00 to John C Gemma for Prepayment for HPeServers
- \$22,140.00 to Kutak Rock LLP for City as Successor LRA Services for the periods of 1/6/2021 - 1/29/2021, 2/1/2021 - 3/25/2021, 4/5/2021 - 5/28/2021, 6/2/2021 - 6/28/2021.
- \$23,061.06 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) Remittance for the reporting period of July 2021 from the 13 City of Seaside motels/hotels.
- \$15,245.75 to Wallace Group for SCSD professional services for June 2021 for the Del Monte Sewer Upgrade project, Campus Town, City of Seaside Ascent, & SCSD West End Sand City Construction Inspection; February 2021 Laguna Grande Well Storage Tank.
- \$18,368.55 to Disaster Kleenup Specialists for Office Renovation at 656 Broadway Ave; Emergency Board Up at 1308 Canyon Del Rey.
- \$55,763.87 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of 6/22/2021 - 7/22/2021.
- \$47,187.42 to Harris & Associates, Inc. for Fort Ord Demolition Services for the period of 7/4/2021 - 7/31/2021.
- \$10,058.75 to Harris & Associates, Inc. for Lift Station Upgrades Services for the period of 7/4/2021 - 7/31/2021; CIP Management Services for the period of 7/4/2021 - 7/31/2021.
- \$17,277.00 to Whitson Engineers for Kimball Ave Drainage Study for the periods of April & July 2021; Del Monte Manor LID Final Design for the period of July 2021.
- \$10,605.00 to Don Chapin Company, Inc. for Bike-Safe Grate prof. construction services thru 6/20/2021.
- \$30,047.94 to Monterey County Auditor-Controller for Seaside's portion of LAFCO administrative charges, base on LAFCO's budget for fiscal year ended 6/30/2022.
- \$24,999.00 to Millette Construction for Progress & final billing for installation of Engineering restroom.
- \$16,739.50 to The Sohagi Law Group for Petrovich PRA Legal Services for the period of July 2021.
- \$10,447.79 to Sturdy Oil Company for Ethanol/Diesel fuel delivered 8/3/2021.
- \$20,235.00 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project Phase 3 through 6/30/2021.
- \$16,251.64 to Olympus and Associates, Inc. for Municipal Water Tanks Project Services for the periods of June & July 2021.
- \$11,220.00 to Faris Nemri for United Way rental assistance for 1 tenant for fiscal year 2021 & fiscal year 2022 portions.
- \$10,850.00 to Chris Wheeler for City Housing construction services at 956 Hilby

including laundry room demolition and replacement final payment.

- \$22,462.50 to Parisi Transportation Consulting Inc. for Engineering & Traffic Survey for the period of July 2021.
- \$23,850.00 to Vista Environmental Consulting, Inc. for Fort Ord Hazmat Removal services Phase 1 additional soil sampling.
- \$15,000.00 to Senderos for Seaside Oaxaca 8/5/2021 Festival expenses.

The remaining checks, totaling \$512,021.28 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: Roberta Greathouse, Acting City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: October 7, 2021

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of August 28, 2021 through September 10, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending September 9, 2021. Total Accounts Payable and Payroll for the above referenced period is \$350.87.

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: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: October 7, 2021

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING OCTOBER 2021 AS
NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**

RECOMMENDATION

Approve a proclamation declaring October 2021 as National Disability Employment Awareness Month to celebrate the accomplishments in the workplace of persons with disabilities and reaffirm the commitment to ensuring equal employment opportunities for all citizens.

BACKGROUND

On June 3, 2021, the City Council approved the Library of Congress' Commemorative Observances.

Held every October, National Disability Employment Awareness (NDEAM) Month is a fitting time to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities. The 2021 NDEAM theme will be "America's Recovery: Powered by Inclusion."

National Disability Employment Awareness Month is led by the U.S. Department of Labor's Office of Disability Employment Policy (ODEP) and its true spirit lies in the many observances held at the grassroots level across the nation every year.

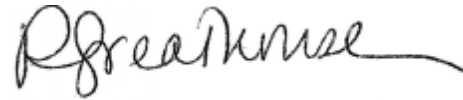
FISCAL IMPACT

None

ATTACHMENTS

1. Commemorative Observances _ Law Library of Congress
 2. Proclamation National Disability Employment Awareness Month 2021
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

Library of Congress

Law Library of Congress

[The Library of Congress](#) > [Law Library](#) > [Research & Reports](#) > Commemorative Observances

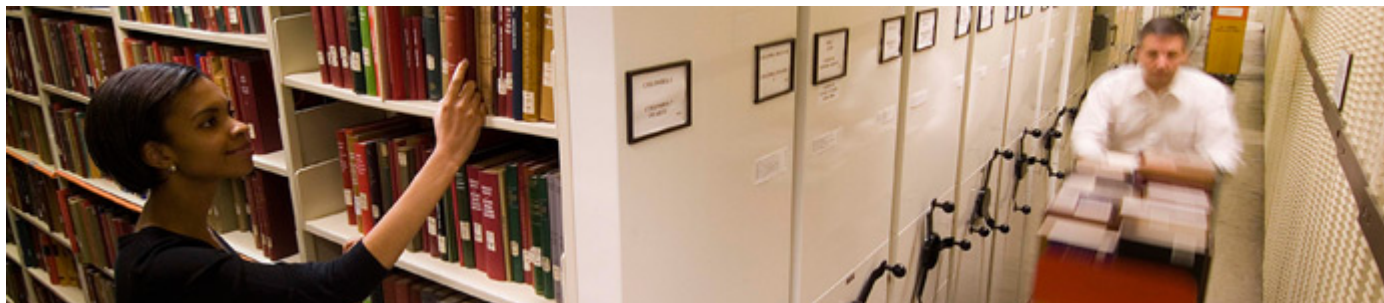
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Commemorative Observances



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[Back to Research & Reports](#)

The guides listed below provide commentary and recommended resources for selected national observances and commemorative months.

- [African American History Month](#) (February)
National African American History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our Nation's history.
- [American Indian Heritage Month](#) (November)
National American Indian Heritage Month celebrates and recognizes the accomplishments of the peoples who were the original inhabitants, explorers and settlers of the United States.
- [Asian Pacific Heritage Month](#) (May)
Asian/Pacific American Heritage Month is a month to celebrate the contributions Asian/Pacific Americans have made to American history, society and culture.
- [Constitution Day and Citizenship Day](#) (September 17)
Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787 and "recognize all who, by coming of age or by naturalization, have become citizens."
- [Human Rights Day](#) (December 10)
Human Rights Day is observed each year to commemorate the adoption of the Universal Declaration of Human Rights (UDHR) by the United Nations General Assembly on December 10, 1948.
- [Irish-American Heritage Month](#) (March)
Irish-American Heritage Month is a month to celebrate the contributions which Irish-Americans have made to the United States.
- [Jewish American Heritage Month](#) (May)
Jewish American Heritage Month is a month to celebrate the contributions Jewish Americans have made to America since they first arrived in New Amsterdam in 1654.
- [Law Day](#) (May 1)
Law Day is a national day to celebrate the rule of law and its contributions to the freedoms Americans enjoy.
- [Lesbian, Gay, Bisexual, Transgender and Queer Pride Month](#) (June)
Lesbian, Gay, Bisexual, Transgender and Queer Pride Month commemorates the events of June 1969 and works to achieve equal justice and equal opportunity for LGBTQ Americans.
- [National Disability Employment Awareness Month](#) (October)
National Disability Employment Awareness Month celebrates the accomplishments in the workplace of persons with disabilities and reaffirms the commitment to ensuring equal employment opportunities to all citizens.
- [National Hispanic Heritage Month](#) (September 15 - October 15)
National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.
- [Women's History Month](#) (March)
Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States.

City of Seaside PROCLAMATION



National Disability Employment Awareness Month

Commemorative Observance

WHEREAS, in 1988, Congress declared the month of October as National Disability Employment Awareness Month to recognize the contributions made by individuals with disabilities; and

WHEREAS, National Disability Employment Awareness Month celebrates the accomplishments in the workplace of persons with disabilities; and

WHEREAS, National Disability Employment Awareness Month reaffirms the commitment to ensuring equal employment opportunities to all citizens; and

WHEREAS, the City of Seaside is committed to breaking down barriers, and providing resources and training for residents who live with a disability so that they can access employment and achieve success in the work place; and

WHEREAS, the importance of inclusion and diversity in our workforce creates opportunity for growth and improvement and helps toward building a stronger economy for our city; and

WHEREAS, our residents with disabilities deserve the right to live independently, enjoy self-determination and be treated equally in the workplace;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim October 2021 as National Disability Employment Awareness Month.

Ian N. Oglesby, Mayor
October 07, 2021



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: October 7, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL AND PROACTIVE PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00, AND APPROPRIATING \$50,000.00 FROM THE GENERAL FUND AND AMENDING THE FISCAL YEAR 2021/22 BUDGET FOR THE PROJECT

RECOMMENDATION

Adopt a resolution authorizing an Amendment to the Agreement for Contractor Services with Disaster Kleenup Specialists to perform on-call and proactive clean-up services for an amount not to exceed \$50,000.00, and appropriating \$50,000.00 from the General Fund and amending the Fiscal Year 2021/22 Budget for the Project.

BACKGROUND

In May 2019, the City issued a Request for Proposals for On-Call Property Clean-up Services for a qualified and responsible company or contractor available to provide on-call clean-up services to remove personal property stored on public property including homeless encampments, alley ways, and other public property as needed. Disaster Kleenup Specialists (DKS) was selected for this contract by the selection committee based on their competitive pricing, staff availability, and experience.

On July 18, 2019, the City Council awarded an Agreement for Contractor Services with Disaster Kleenup Specialists in the amount of \$100,000.00. Amendments to the agreement were issued on July 28, 2020 and June 25, 2021, each extending the agreement by a year. Since the execution of the contract, DKS has completed approximately 40 assignments which resulted in the disposal of over 45 tons of waste and over 800 hours of specialized labor. Many of these on-call clean-up assignments

consist of potential biohazards, which DKS is capable of disposing of properly. The total amount spent on completed work thus far is \$81,876.35 leaving an amount of \$18,123.65 budget remaining.

With the proposed Amendment (Attachment 2), DKS will not only continue to support the City with on-call clean-up work, but they will also regularly survey the City for large dumping of litter, which consists of weekly checks of the City's known hot-spots, such as alleyways, Canyon Del Rey Boulevard, Del Monte Boulevard, Fremont Boulevard, Laguna Grande Park and Roberts Lake. DKS will remove and dispose of items such as furniture, shopping carts, mattresses and other waste. For DKS to continue to support the City with large litter and hazardous waste clean-up through the end of this fiscal year, staff has determined an additional \$50,000.00 is required for the Agreement (Attachment 1) for Contractor Services with DKS.

FISCAL IMPACT

The existing Agreement with Disaster Kleenup Specialists is for time and materials amount not to exceed \$100,000.00, and it was included in the Fiscal Year 2019/20 budget.

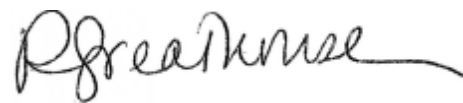
For Disaster Kleenup Specialist to continue to perform on-call and proactive property clean-up services through the end of the Fiscal Year, \$50,000.00 from the General Fund is required. Staff is recommending the City Council adopt a Resolution authorizing the City Manager to execute an Amendment to the Agreement for Contractor Services with Disaster Kleenup Specialists in the amount of \$50,000.00 for a total not to exceed Agreement amount of \$150,000.00, and appropriating \$50,000.00 from the General Fund and amending the Fiscal Year 2021/22 Budget for the Project Account (100-8430-2073).

See agenda item attachment for the overall impact on the fiscal year 2022 budget.

ATTACHMENTS

1. Resolution
2. Amendment
3. Budget Amendments FY22 as of 10.07.21

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL AND PROACTIVE PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00, AND APPROPRIATING \$50,000.00 FROM THE GENERAL FUND AND AMENDING THE FISCAL YEAR 2021/22 BUDGET FOR THE PROJECT

WHEREAS, the On-Call Property Clean-Up Project (Project) was adopted in the fiscal year 2019/2020 annual budget; and

WHEREAS, Disaster Kleenup Specialists (DKS) was selected to perform on-call clean-up services based on their proposal submitted in response to a request for proposals issued by the City in May 2019; and

WHEREAS, on July 18, 2019, the City awarded an Agreement for Contractor Services with Disaster Kleenup Specialists in the amount of \$100,000.00 to perform on-call clean-up services; and

WHEREAS, based upon the amount of agreement services used to date and the on-going property cleanup services required this 2021/2022 Fiscal Year, the City staff have determined an additional \$50,000.00 is required for the Agreement with DKS through the end of the Fiscal Year; and

WHEREAS, Staff has determined the required Project budget as part of Account No. 100-8430-2073) is \$150,000 which requires a \$50,000.00 budget appropriation from the General Fund; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a Fiscal Year 2021/22 budget appropriation in the amount of \$50,000.00 from the General Fund to the On-call and Proactive Property Clean-Up Project Account (100-8430-2073), and directs the Finance Director to make appropriate adjustments; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment in the amount of \$50,000.00 to the Agreement for Contractor Services with Disaster Kleenup Specialists to perform on-call and proactive property clean-up services for a total not to exceed agreement amount of \$150,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7th day of October, 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 #3
ON-CALL PROPERTY CLEAN-UP SERVICES
CITY OF SEASIDE**

Date: August 24, 2021

Change Requested by: X City Consultant

Contract Date

July 30, 2019

Project Name

On-Call Property Clean-up Services

To (Consultant): Disaster Kleenup Specialist, 547 Ortiz Avenue, Sand City, Ca 93955

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 1, "Term"**

This Agreement shall commence on 7-30-19 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless terminated sooner pursuant to the provisions of this Agreement

MODIFY the following text in **Section 7, "Payment"**

City agrees to pay Contractor on a time and material basis, in accordance with the payment rates as set forth in Exhibit D, 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 one hundred and fifty thousand dollars (\$150,000) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$100,000.00	\$0.00	\$50,000.00	\$150,000.00
Original Contract Time	Original Completion Date	CCO Months To Add (Including This CCO)	Revised Completion Date
24 Months	July 30, 2020	23	June 30, 2022

SUBMITTED BY:		
	Nisha Patel City Engineer/Public Works Director	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE:		
	Owner Disaster Kleenup Specialist	
Signature	Name and Title	Date

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 10/07/2021

Operating Budget		Approval Date
Adopted Surplus	107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleenup	(50,000.00)	Pending
Running total:	<u>(17,749.00)</u>	

Capital Budget		Approval Date
Projected Unassigned Fund Balance	12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	Pending
Parking Lot	(1,240,000.00)	Pending
Running total:	<u>11,272,747.00</u>	

Note: Changes to the Capital Budget will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Victor Damiani, Finance Director
Dave Fortune, Maintenance and Utilities Superintendent

DATE: October 7, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
SIGN A MASTER EQUITY LEASE AGREEMENT WITH
ENTERPRISE FM TRUST TO LEASE AS MANY AS 25 VEHICLES
WITH A YEAR ONE NET COST NOT TO EXCEED \$215,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to sign a Master Equity Lease Agreement with Enterprise FM Trust to lease as many as 25 vehicles with a year one net cost not to exceed \$215,000.00.

BACKGROUND

The City of Seaside owns and operates a wide variety of vehicles and equipment used to carry out the activities and projects of City departments. The fleet inventory is comprised of passenger vehicles, light trucks (one ton capacity and smaller), heavy trucks (over one ton capacity), and other specialized equipment. The rolling stock includes approximately 115 units.

The City's Departments must consider many factors in making recommendations for vehicle and equipment replacement. The primary consideration is how the vehicle is to be used. Typical factors considered include space requirements (how big the vehicle is and how much interior space is required), payload (the amount of weight the vehicle is required to carry), required accessories, range per tank of fuel or per battery charge, operating conditions, and expected annual mileage. The next consideration is operating costs. Newer vehicles are in general more fuel-efficient than those they replace, particularly given the fact that the vehicles replaced in the city average over 10 years in service. Finally, the net cost (purchase price less salvage or re-sale value) is considered.

The current practice for both General and Enterprise funds is to purchase vehicles outright or on long-term leases. Staff has been researching cost-saving alternatives for outright purchases or long-term leasing due to an aging fleet inventory.

Chapter 3.04, Section 3.04.110 of the Purchasing Systems Code allows the City to use cooperative purchasing agreements when feasible. Enterprise Fleet Management (EFM) has been awarded the cooperative Sourcewell (formerly National Joint Powers Alliance, NJPA) contract 060618-EFM for fleet vehicles. Partnership with EFM will enable the City to upgrade older vehicles with newer fuel efficient vehicles at a low cost open end lease rate. As more alternative-fueled trucks and vans are available on the mass market, the open end lease program will allow the City to integrate the vehicles into the fleet program. The City will have the option of including aftermarket equipment add-ons in the monthly lease rate or purchasing the equipment outright. The best effort will be made to obtain vehicles and aftermarket add-on equipment from local businesses. By moving forward with EFM and replacing 20 to 25 vehicles per year, we will be able to update the entire fleet in 4-5 years.

Chapter 2.49 Disposal of Surplus Items requires that the City sell used assets at auction. Surplus vehicles remain at the Corporation Storage Yard until they are able to be sold at auction. EFM is able to obtain a higher resale value for used assets and will assist the City by coordinating the sale of used vehicles as they are replaced during the program.

Staff has worked closely with EFM to develop a year one vehicle replacement plan which is attached to the agenda item. By signing the master lease agreement, the City will maintain flexibility in the quantity, type and make of vehicles to be leased. In no event will the cost exceed the fiscal year 2021/2022 adopted budget amount of \$215,000.

FISCAL IMPACT

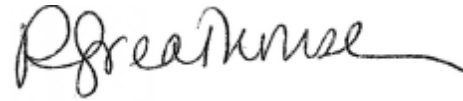
The fiscal year 2021/2022 adopted budget includes \$215,000 appropriated to various departments for vehicle leasing. The City is likely to see vehicle maintenance cost savings in the long term from updating it's outdated fleet of vehicles.

ATTACHMENTS

1. EFM_Seaside_Master_Lease
 2. City of Seaside - Addendum to Equity MLA
 3. City of Seaside Indemnity Agreement
 4. Agreement to Sell FM Customer Vehicles - AssignmentAgreement_Seaside
 5. Consignment Auction Agreement for Sale of Customer OwnedVehicles_Seaside
 6. EFM Year 1 plan
-

7. Master Lease_Resolution

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of October 2021, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Seaside

Signature: _____

By: _____

Title: _____

Address: 440 Harcourt Avenue
Seaside, CA, 93955
United States

Date Signed: _____, _____

Initials: EFM_____ Customer_____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Scott LeBas

Title: Director

Address: 2633 Camino Ramon, Suite 400
San Ramon, CA, 94583
United States

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Seaside ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place within 50 miles of Lessee's contracted address and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Seaside (Lessee)

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Seaside.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Seaside from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Seaside may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Seaside and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Seaside have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Seaside

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

Address: _____

Date Signed: _____, _____

By: _____
Title: _____

Address: _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Seaside (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of October, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: **Scott LeBas**

Title: **Director**

Date Signed: _____, _____

Schedule 1

- Enterprise Leasing Company of STL, LLC

Enterprise Leasing Company of Georgia, LLC

Enterprise Leasing Company of Florida, LLC

Enterprise Leasing Company of KS LLC

EAN Holdings, LLC

Enterprise Leasing Company of Orlando, LLC

Enterprise Leasing Company of Indianapolis, LLC

Enterprise Rent-A-Car Company of Boston, LLC

Enterprise Leasing Company of Denver, LLC

Enterprise Leasing Company of Chicago, LLC

Enterprise RAC Company of Maryland, LLC

Enterprise Leasing Company of Philadelphia, LLC

Enterprise RAC Company of Baltimore, LLC

Enterprise Leasing Company of Minnesota, LLC

Enterprise Leasing Company of Detroit, LLC

Enterprise Leasing Co of Norfolk/ Richmond, LLC

Enterprise Rent-A-Car Co of San Francisco, LLC

ELRAC, LLC

SNORAC, LLC
- Enterprise Rent-A-Car Company of Sacramento, LLC

Enterprise Rent-A-Car Company of Los Angeles, LLC

Enterprise RAC Company of Cincinnati, LLC

CLERAC, LLC

Enterprise Rent-A-Car Company of Pittsburgh, LLC

Enterprise Rent-A-Car Company of Wisconsin, LLC

Enterprise Rent-A-Car Company of UT, LLC

CAMRAC, LLC

Enterprise Rent-A-Car Company of Rhode Island, LLC

Enterprise Leasing Company of Phoenix, LLC

Enterprise Leasing Company- Southeast, LLC

Enterprise Leasing Company- West, LLC

Enterprise Leasing Company- South Central, LLC

PENRAC, LLC

Enterprise Rent-A-Car Company of KY, LLC

Enterprise Rent-A-Car Company - Midwest, LLC

Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Seaside (hereinafter referred to as "CUSTOMER") on this ____ day of October, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Public Service.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
- 5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: **Scott LeBas**

Title: **Director**

Date Signed: _____, _____

City of Seaside - FY21-22 Budget Planning

City of Seaside - FY21-22 Budget Planning						Expected Delivery Month					
List of Orders	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
2021 Chevy Silverado 1500 (x4)				\$ 2,369.60	\$ 2,369.60	\$ 2,369.60	\$ 2,369.60	\$ 2,369.60	\$ 2,369.60	\$ 2,369.60	\$ 2,369.60
2021 Chevy Silverado 1500 w/ liftgate (x1)				\$ 636.80	\$ 636.80	\$ 636.80	\$ 636.80	\$ 636.80	\$ 636.80	\$ 636.80	\$ 636.80
2021 Chevy Silverado 2500 (x5)				\$ 3,306.60	\$ 3,306.60	\$ 3,306.60	\$ 3,306.60	\$ 3,306.60	\$ 3,306.60	\$ 3,306.60	\$ 3,306.60
2021 Ford Utility Interceptor (x5)							\$ 4,569.80	\$ 4,569.80	\$ 4,569.80	\$ 4,569.80	\$ 4,569.80
Initial Down Payment							\$ 54,896.00				
2021 Dump Body (x1)					\$ 821.48	\$ 821.48	\$ 821.48	\$ 821.48	\$ 821.48	\$ 821.48	\$ 821.48
Initial Down Payment					\$ 6,000.00						
2021 Utility Body (x2)					\$ 1,642.96	\$ 1,642.96	\$ 1,642.96	\$ 1,642.96	\$ 1,642.96	\$ 1,642.96	\$ 1,642.96
Initial Down Payment					\$ 12,000.00						
2021 Ford F350 (x1)				\$ 778.38	\$ 778.38	\$ 778.38	\$ 778.38	\$ 778.38	\$ 778.38	\$ 778.38	\$ 778.38
2021 Toyota Highlander (x3)					\$ 2,227.05	\$ 2,227.05	\$ 2,227.05	\$ 2,227.05	\$ 2,227.05	\$ 2,227.05	\$ 2,227.05
2021 Nissan Leaf (x1)				\$ 469.74	\$ 469.74	\$ 469.74	\$ 469.74	\$ 469.74	\$ 469.74	\$ 469.74	\$ 469.74
2021 Toyota Prius (x2)					\$ 1,087.20	\$ 1,087.20	\$ 1,087.20	\$ 1,087.20	\$ 1,087.20	\$ 1,087.20	\$ 1,087.20
Total Cash Outlay		\$ -	\$ -	\$ 7,561.12	\$ 31,339.81	\$ 13,339.81	\$ 72,805.61	\$ 17,909.61	\$ 17,909.61	\$ 17,909.61	\$ -
										Expected Cash Outlay	\$ 196,684.79
										Equity Return from	
										Current Owned Units	\$ (13,200.00)
										Total	\$ 183,484.79
Key Notes:											
Where the cost starts is when the anticipated delivery month is											
Quantity by vehicle has been accounted for in each cell											

Key Notes:

Where the cost starts is when the anticipated delivery month is
Quantity by vehicle has been accounted for in each cell

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO SIGN A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FM TRUST TO LEASE AS MANY AS 25 VEHICLES WITH A YEAR ONE NET COST NOT TO EXCEED \$215,000.00

WHEREAS, the City of Seaside owns and operates a wide variety of vehicles and equipment; and

WHEREAS, many of the vehicles in the City's current fleet are outdated; and

WHEREAS, the City Council appropriated \$215,000.00 in the adopted fiscal year 2021/2022 City Budget for vehicle leases; and

WHEREAS, the City's fleet manager is prepared to begin replacing the City's aging vehicles;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to sign a master equity lease agreement with Enterprise FM Trust to lease as many as 25 vehicle with a year one net cost not to exceed \$215,000.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October 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.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: October 7, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT
LIST FOR GEOTECHNICAL AND ENGINEERING TESTING
SERVICES**

RECOMMENDATION

Adopt resolution approving the following firms as qualified to provide On-Call Geotechnical and Engineering Testing services:

1. Ninyo & Moore Geotechnical and Environmental Sciences Consultants
2. Pacific Crest Engineering Inc.
3. Earth Systems Pacific
4. Butano Geotechnical Engineering, Inc.

BACKGROUND

Capital improvement projects frequently require material and testing services throughout the design and construction phases of a project. These tasks and services include but are not limited to: inspection services; special inspections; sediment testing, pavement surface treatment inspection and testing, pavement evaluation and analysis, underground utility location by vacuum extraction, and sampling and testing of soil, aggregate, asphalt concrete, and concrete masonry. Staff do not have the expertise requirement to perform these types of services necessary to assure the quality of materials and installation satisfies the project's specifications. There is a need for these services due to the capital improvement program projects planned for the next few years.

City staff released a Request for Qualifications (RFQ) on July 23, 2021 seeking qualified firms or individuals to provide geotechnical and engineering services within the City of Seaside.

On August 20, 2021, the City received Statement of Qualifications (SOQs) from six engineering firms. A panel of City staff reviewed the SOQs based upon criteria presented in the RFQ and selected the following four firms as the best qualified firms to meet the City's needs:

1. Ninyo & Moore Geotechnical and Environmental Sciences Consultants
2. Pacific Crest Engineering Inc.
3. Earth Systems Pacific
4. Butano Geotechnical Engineering, Inc.

The On-Call list will have a term of three years with the option to issue one-year extensions twice at the discretion of the City Manager. If approved, the on-call consultant(s) may or may not be called upon by the City to provide services. To retain professional services from a consultant, staff would secure a proposal from one or more consultants and then negotiate the scope, schedule, and fee with the selected consultant based upon their hourly fee schedule and the project scope of work. Staff would bring professional services agreements with the selected consultant to the City Council for approval if the contract amount exceeds the authorization of the City Manager. The consultant services would be paid from the project's budget.

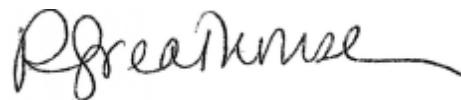
FISCAL IMPACT

There is no fiscal impact with approval of an On-Call consultant list. Geotechnical and engineering testing services would be paid for from the approved project's budget.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR PROFESSIONAL SERVICES FOR GEOTECHNICAL AND ENGINEERING TESTING SERVICES

WHEREAS, geotechnical and engineering testing services include inspection services; special inspections; sediment testing, pavement surface treatment inspection and testing, pavement evaluation and analysis, underground utility location by vacuum extraction, and sampling and testing for soil, aggregate, asphalt concrete, and concrete masonry; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in geotechnical and material testing and maintain necessary licenses; and

WHEREAS, an on-call list of geotechnical firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on July 23, 2021, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide geotechnical and engineering testing services; and

WHEREAS, on August 20, 2021, proposals were received from six firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the four top firms shown in Exhibit 'A', attached, based upon qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide geotechnical and engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Geotechnical and Engineering Testing Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through October 7, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7th day of October 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

EXHIBIT "A"

**On-Call List for Geotechnical and Engineering Testing Services
October 7, 2021
City of Seaside**

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

2149 OToole Avenue, Suite 30
San Jose, CA 95131

Pacific Crest Engineering Inc.

444 Airport Blvd., Suite 106
Watsonville, CA 95076

Earth Systems Pacific

500 Park Center Drive, #1
Hollister, CA 95023

Butano Geotechnical Engineering, Inc.

231 Green Valley Road, Suite E
Freedom, CA 95019



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: October 7, 2021

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE ELLIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$390,818.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$743,986.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$868,986.00.**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Ellis Park Improvements Project; appropriating \$390,818.00 from the General Fund to the project budget; awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed \$743,986.00; establishing a 17% construction contingency for a total project construction amount not to exceed of \$868,986.00; authorizing the City Manager to execute the construction 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

Ellis Park is located adjacent to the Oldemeyer Center, located at 986 Hilby Avenue. The Recreation Department utilizes the park for their kids' programs and in 2018 a conceptual plan was approved to move forward with Ellis Park Improvements (Project). The proposed improvements include the removal of existing play structures, paving, planting and irrigation, fences, and site furnishings and providing and installing new play equipment, site furnishings, paving, walks, curbs, planting and irrigation, sport surfacing, fencing, and gates.

Design was complete and the Project was released for construction bids on July 15, 2021, and bids were opened on August 18, 2021. Bids were received from one contractor.

Contractors	Bid
Monterey Peninsula Engineering	\$743,986.00

Based upon an evaluation of bid documents received, Monterey Peninsula Engineering was the lowest responsive and responsible bidder, with a bid of \$743,986.00. Monterey Peninsula Engineering has satisfactorily constructed similar work projects to the Ellis Project for the City. Staff recommends a construction contract for this project be awarded to Monterey Peninsula Engineering.

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 proposed construction agreement with Monterey Peninsula Engineering is a not to exceed amount of \$743,986.00. An agreement contingency of 17%, or \$125,000.00, is appropriate for a project of this scope of work.

The adopted fiscal year 2021/2022 budget for the Ellis Park Improvements Project is \$622,000.00 (Account No. 342-8910-9574). The project requires construction management, inspection services, and design support during construction. Based upon the services necessary for the project and the construction contingencies, an additional amount of \$390,818.00 from the General Fund is needed to complete the project, resulting in a revised project budget of \$1,012,818.00.

Staff recommends adopting a resolution (Attachment 1) approving the plans and specification (Attachment 3 and 4) for Ellis Park Improvement Project; awarding a construction contract (Attachment 2) to Monterey Peninsula Engineering for an amount not to exceed \$743,986.00; establishing a 17% construction contingency for a total project construction amount not to exceed of \$868,986.00; 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; and appropriating \$390,818.00 from the General Fund and amending the fiscal year 2021/22 budget for

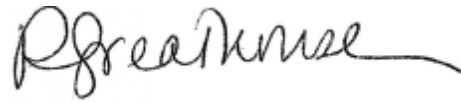
Ellis Park Improvements Project.

See agenda item attachment for the overall impact on the fiscal year 2022 budget.

ATTACHMENTS

1. Resolution
 2. Construction Contract
 3. Ellis Park Improvement Plans
 4. Ellis Park Improvement Specifications
 5. Budget Amendments FY22 as of 10.07.21
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read 'R Greathouse', with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE ELLIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$390,818.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$743,946.00 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 17% CONTINGENCY OF \$868,986.00

WHEREAS, the Ellis 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 September 2019; and

WHEREAS, the proposed improvements include the removal of existing play structures, paving, planting and irrigation, fences, and site furnishings and providing and installing new play equipment, site furnishings, paving, walks, curbs, planting and irrigation, sport surfacing, fencing, and gates; and

WHEREAS, on July 15, 2021 the project was released for construction bids, and on August 18, 2021 one bid was received; and

WHEREAS, Monterey Peninsula Engineering was determined to have the lowest responsive and responsible bid in the amount of \$743,946.00; and

WHEREAS, an amount of \$125,040.00 contingency, approximately 17% of the contract value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has successfully completed similar park projects for the City; and

WHEREAS, the City has determined that the project budget (Account No. 342-8920-9574) including construction contingency, construction management and inspection services and design support during construction, is \$1,012,818.00 requiring an additional \$390,818.00 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 because the project will 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 Ellis Park Improvements Project dated July 2021; 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 \$390,818.00 from the General Fund to the Ellis Park Improvements Project (342-8910-9574), such that the revised Project budget is \$1,012,818.00, 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 Monterey Peninsula Engineering for an amount not to exceed \$743,986.00;

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 17% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$868,986.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7th day of October, 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
CONSTRUCTION BID CONTRACT
ELLIS IMPROVEMENTS PROJECT**

This Agreement, made and concluded in duplicate this _____ day of _____, between the CITY OF SEASIDE, herein referred to as "City", and Monterey Peninsula Engineering, herein referred to as "Contractor".

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the Ellis Park Improvements Project, dated July 2021, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 1720, 1735, 1773.2, 1773.8, 1777.5, 1777.6, 3098, and 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$17,000.00	\$17,000.00
2	Stormwater Compliance	1	LS	\$5,000.00	\$5,000.00
3	Construction Surveying	1	LS	\$7,500.00	\$7,500.00
4	Demolition Asphalt Pavement and Base	7485	SF	\$1.40	\$10,479.00
5	Demolition BBQ	1	LS	\$1,400.00	\$1,400.00
6	Demolition Fencing	317	LF	\$27.00	\$8,559.00
7	Demolition Benches	1	LS	\$1,400.00	\$1,400.00
8	Demolition Drinking Fountain	1	LS	\$1,400.00	\$1,400.00
9	Demolition Play Structures	1	LS	\$14,000.00	\$14,000.00
10	Demolition Basketball Hoops	1	LS	\$1,400.00	\$1,400.00
11	Remove and Relocate Park Sign	1	LS	\$1,500.00	\$1,500.00
12	Demolition of Irrigation	1	LS	\$2,700.00	\$2,700.00
13	Clear and Grub	4,275	SF	\$1.60	\$6,840.00
14	Earthwork	1	LS	\$26,000.00	\$26,000.00
15	Sport Court Surface and Pad	5,000	SF	\$20.00	\$100,000.00
16	Porous Baserock	110	TON	\$166.00	\$18,260.00
17	2" HMA (1/2" Type A)	175	SF	\$18.00	\$3,150.00
18	Construct ADA Parking Stall and Curb Ramp	1	LS	\$5,000.00	\$5,000.00
19	Construct Concrete Curb	510	LF	\$42.00	\$21,420.00
20	Construct 4" Concrete Sidewalk	1,080	SF	\$12.00	\$12,960.00
21	Construct 4" Stabilized DG	1,910	SF	\$14.00	\$26,740.00
22	Furnish and Install Bench	8	EA	\$2,400.00	\$19,200.00
23	Furnish and Install Picnic Table	7	EA	\$5,000.00	\$35,000.00
24	Furnish and Install Drinking Fountain	1	LS	\$9,300.00	\$9,300.00
25	Furnish and Install BBQ	2	EA	\$2,700.00	\$5,400.00
26	Furnish and Install Trash/Recycling Receptacles	1	LS	\$3,500.00	\$3,500.00
27	Furnish and Install Play Equipment	1	LS	\$160,000.00	\$160,000.00

28	Furnish and Install Sport Court Fencing and Goal System	1	LS	\$147,000.00	\$147,000.00
29	12" Wood Fiber Surfacing	4,110	SF	\$2.30	\$9,453.00
30	Furnish and Install Volleyball Post Sleeves	1	LS	\$3,100.00	\$3,100.00
31	Furnish & Install Irrigation	1	LS	\$20,000.00	\$20,000.00
32	Furnish & Install Planting	1	LS	\$21,000.00	\$21,000.00
33	Furnish & Install Wood Header Board	435	LF	\$15.00	\$6,525.00
34	Furnish and Install Fencing System Gates	1	LS	\$11,200.00	\$11,200.00
35	As Built Drawings	1	LS	\$600.00	\$600.00
				TOTAL	\$743,986.00

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

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

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

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

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

CITY OF SEASIDE
Nisha Patel, Public Works Director / City Engineer

440 Harcourt Avenue
Seaside, CA 93955

CONTRACTOR
Monterey Peninsula Engineering
192 Healy Avenue
Marina, CA 93933

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

CITY OF SEASIDE

CONTRACTOR

by: _____
Roberta Greathouse, Acting City Manager

by: _____
Paul B. Bruno, Manager

Date

Date

Licensed in accordance with an act
providing for the registration of
Contractors. License No. 972425

FEDERAL MINIMUM WAGE RATES

<Applicable minimum wage rates to be physically inserted in signed contract>

8/31/2021

SAM.gov

"General Decision Number: CA20210018 08/27/2021

Superseded General Decision Number: CA20200018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year

2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	03/05/2021
8	04/02/2021
9	04/23/2021
10	05/07/2021
11	05/14/2021
12	06/04/2021
13	06/18/2021
14	06/25/2021
15	07/02/2021

<https://sam.gov/wage-determination/CA20210018/22#document>

8/31/2021

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17	07/16/2021
18	07/23/2021
19	08/06/2021
20	08/13/2021
21	08/20/2021
22	08/27/2021

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

- ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
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Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

- BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
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BOILERMAKER

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021

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8/31/2021 Area 1.....\$ 43.28
Area 2.....\$ 39.68

37.91
35.71
SAM.gov

8/31/2021

SAM.gov

BRCA0003-001 08/01/2020		
	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

BRCA0003-003 08/01/2020		
	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

BRCA0003-005 05/01/2020		
	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings,		
Madera, Mariposa, Merced....	\$ 43.68	22.19
(7) San Francisco, San		
Mateo.....	\$ 47.65	26.77
(8) Alameda, Contra		
Costa, San Benito, Santa		
Clara.....	\$ 49.42	22.70
(9) Calaveras, San		
Joaquin, Stanislaus,		
Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 45.88	25.02

BRCA0003-008 07/01/2019		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019		
AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz		
AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne		
AREA 3: Fresno, Kings, Madera, Mariposa, Merced		
	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65
Tile Layer		
Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2021		

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021

SAM.gov

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for

San Francisco County

	Rates	Fringes
Carpenters		

<https://sam.gov/wage-determination/CA20210018/22#document>

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that shift.
8/31/2021

SAM.gov

8/31/2021

SAM.gov

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----- CARP0034-003 07/01/2021
          Rates      Fringes
Piledriver.....$ 54.10      34.69
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----- CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San
Mateo, SantaClara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties
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8/31/2021

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AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....\$ 28.76		22.53
Lead Installer.....\$ 32.21		23.03
Master Installer.....\$ 36.43		23.03
Area 2		
Installer.....\$ 26.11		22.53
Lead Installer.....\$ 29.08		23.03
Master Installer.....\$ 32.71		23.03
Area 3		
Installer.....\$ 25.16		22.53
Lead Installer.....\$ 27.96		23.03
Master Installer.....\$ 31.38		23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....\$ 52.65		31.26
Area 2.....\$ 46.77		31.26
Area 3.....\$ 47.27		31.26
Area 4.....\$ 45.92		31.26
Drywall Stocker/Scraper		
Area 1.....\$ 26.33		18.22
Area 2.....\$ 23.39		18.22
Area 3.....\$ 23.64		18.22
Area 4.....\$ 22.97		18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 52.65		30.82
Hardwood Floorlayer,		
Shingler, Power Saw		

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021

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San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 52.65		30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 46.92		30.82
Journeyman Carpenter.....\$ 46.77		30.82
Millwright.....\$ 49.27		32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 52.65		30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 45.57		30.82
Journeyman Carpenter.....\$ 45.42		30.82
Millwright.....\$ 47.92		32.41

CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 54.85		31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 55.00		31.49
Journeyman Carpenter.....\$ 54.85		31.49
Millwright.....\$ 54.95		33.08

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021	Operator, Steel Scaffold & Steel Shoring Erector, Saw	SAM.gov
	Filer.....\$ 52.80	30.82
	Journeyman Carpenter.....\$ 52.65	30.82
	Millwright.....\$ 52.75	32.41

CARP0152-002 07/01/2020		

8/31/2021	Carpenter.....\$ 54.85	31.49
	Hardwood Floorlayer, Shingler, Power Saw	SAM.gov
	Operator, Steel Scaffold & Steel Shoring Erector, Saw	
	Filer.....\$ 55.00	31.49
	Journeyman Carpenter.....\$ 54.85	31.49

8/31/2021		SAM.gov
Millwright.....	\$ 54.95	33.08

CARP0405-002 07/01/2021		

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		

<https://sam.gov/wage-determination/CA20210018/22#document>

8/31/2021		SAM.gov
Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

Sound & Communications

Bridge Builder/Highway Carpenter.....\$ 54.85
31.49
Hardwood Floorlayer, Shingler, Power
Saw Operator, Steel Scaffold &

8/31/2021 Installer.....\$ 46.00 3%+21.65
Technician.....\$ 52.90 3%+21.65

8/31/2021

SAM.gov

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

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(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 80.00	3%+39.215

ELEC0100-002 06/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	25.37

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems,

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INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sonar/infrared monitoring equipment		

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE

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ELECTRICIAN			
8/31/2021	Zone A.....\$ 53.41	SAM.gov	8/31/2021
	Zone B.....\$ 58.75	27.95	SAM.gov
		28.11	

Zone A: All of Santa Cruz, Monterey, and San Benito Countieswithin 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ----- ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....\$ 45.50		22.52
Technician.....\$ 52.33		22.72

SCOPE OF WORK: Including any data system whose only functionis to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system areinstalled in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'above the lowest floor level having building access);

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excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 63.86	29.17
ELECTRICIAN.....	\$ 56.76	28.95

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.52
Technician.....	\$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 82.25	40.66
ELECTRICIAN.....	\$ 71.52	40.34

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60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

- ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.515
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.70	7.75%+25.58
ELECTRICIAN		
(1) Tunnel work.....	\$ 44.25	7.75%+25.58
(2) All other work.....	\$ 42.25	7.75%+25.58

ELEC0595-006 12/01/2020

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FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to

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ALAMEDA COUNTY

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Rates

Fringes

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Sound & Communications

Installer.....	\$ 45.50	3%+21.15
Technician.....	\$ 52.33	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 36.83	3%+21.15
Technician.....	\$ 42.35	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2021

SAN MATEO COUNTY

Rates	Fringes
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ELECTRICIAN.....\$ 70.00

41.74

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	3%+25.13

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 36.83	22.25
Technician.....	\$ 42.35	22.42

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

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installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 60.19		21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08		20.73
(3) Groundman.....\$ 36.76		20.33
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 72.10		35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		

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GROUP 1.....\$ 51.42	31.15
GROUP 2.....\$ 49.89	31.15
GROUP 3.....\$ 48.41	31.15
GROUP 4.....\$ 47.03	31.15
GROUP 5.....\$ 45.76	31.15
GROUP 6.....\$ 44.44	31.15
GROUP 7.....\$ 43.30	31.15
GROUP 8.....\$ 42.16	31.15
GROUP 8-A.....\$ 39.95	31.15

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....\$ 52.30	31.15	
Oiler.....\$ 43.79	31.15	
Truck crane oiler.....\$ 46.08	31.15	
GROUP 2		
Cranes.....\$ 50.54	31.15	
Oiler.....\$ 42.83	31.15	
Truck crane oiler.....\$ 45.07	31.15	
GROUP 3		
Cranes.....\$ 48.80	31.15	
Hydraulic.....\$ 44.44	31.15	
Oiler.....\$ 42.55	31.15	
Truck crane oiler.....\$ 44.83	31.15	
GROUP 4		
Cranes.....\$ 45.76	31.15	

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....\$ 52.64	31.15	
Oiler.....\$ 43.38	31.15	
Truck Crane Oiler.....\$ 45.66	31.15	
GROUP 2		
Lifting devices.....\$ 50.82	31.15	
Oiler.....\$ 43.11	31.15	
Truck Crane Oiler.....\$ 45.41	31.15	
GROUP 3		
Lifting devices.....\$ 49.14	31.15	
Oiler.....\$ 42.89	31.15	
Truck Crane Oiler.....\$ 45.12	31.15	
GROUP 4		
Lifting devices.....\$ 47.37	31.15	
GROUP 5		
Lifting devices.....\$ 44.73	31.15	
GROUP 6		
Lifting devices.....\$ 42.50	31.15	

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....\$ 53.27	31.15	
Oiler.....\$ 43.72	31.15	
Truck Crane Oiler.....\$ 45.95	31.15	
GROUP 2		
Cranes.....\$ 51.50	31.15	
Oiler.....\$ 43.45	31.15	
Truck Crane Oiler.....\$ 45.73	31.15	
GROUP 3		
Cranes.....\$ 50.02	31.15	
Hydraulic.....\$ 45.07	31.15	
Oiler.....\$ 43.23	31.15	
Truck Crane Oiler.....\$ 45.46	31.15	
GROUP 4		
Cranes.....\$ 48.00	31.15	
GROUP 5		

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Cranes.....\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)	
SHAFTS, STOPES, RAISES:	
GROUP 1.....\$ 47.52	31.15
GROUP 1-A.....\$ 49.99	31.15
GROUP 2.....\$ 46.26	31.15
GROUP 3.....\$ 44.93	31.15
GROUP 4.....\$ 43.79	31.15
GROUP 5.....\$ 42.65	31.15
UNDERGROUND:	
GROUP 1.....\$ 47.42	31.15
GROUP 1-A.....\$ 49.89	31.15
GROUP 2.....\$ 46.16	31.15
GROUP 3.....\$ 44.83	31.15
GROUP 4.....\$ 43.69	31.15
GROUP 5.....\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power
shovels, up to and including 1 cu. yd.; Pre-stress wire
wrapping machine; Side boom cat, 572 or larger; Track
loader 4 cu. yds. and over; Wheel excavator (up to and
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;
Combination backhoe and loader up to and including 3/4 cu.
yd.; Concrete batch plant (wet or dry); Dozer and/or push
cat; Pull- type elevating loader; Gradesetter, grade
checker (GPS, mechanical or otherwise); Grooving and
grinding machine; Heading shield operator; Heavy-duty
drilling equipment, Hughes, LDH, Watson 3000 or similar;
Heavy-duty repairperson and/or welder; Lime spreader;
Loader under 4 cu. yds.; Lubrication and service engineer
(mobile and grease rack); Mechanical finishers or spreader
machine (asphalt, Barber-Greene and similar); Miller
Formless M-9000 slope paver or similar; Portable crushing
and screening plants; Power blade support; Roller operator,
asphalt; Rubber-tired scraper, self-loading (paddle-wheels,
etc.); Rubber- tired earthmoving equipment (scrappers); Slip
form paver (concrete); Small tractor with drag; Soil
stabilizer (P & H or equal); Spider plow and spider puller;

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Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)	
GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar	

GROUP 6: Armor-Coater (or similar); Ballast jack tamper;
Boom- type backfilling machine; Assistant plant engineer;
Bridge and/or gantry crane; Chemical grouting machine,
truck-mounted; Chip spreading machine operator; Concrete
saw (self-propelled unit on streets, highways, airports and
canals); Deck engineer; Drilling equipment Texoma 600,
Hughes 200 Series or similar up to and including 30 ft.
m.r.c.; Drill doctor; Helicopter radio operator;
Hydro-hammer or similar; Line master; Skidsteer loader,
Bobcat larger than 743 series or similar (with
attachments); Locomotive; Lull hi-lift or similar; Oiler,
truck mounted equipment; Pavement breaker, truck-mounted,
with compressor combination; Paving fabric installation
and/or laying machine; Pipe bending machine (pipelines
only); Pipe wrapping machine (tractor propelled and
supported); Screed (except asphaltic concrete paving);
Self- propelled pipeline wrapping machine; Tractor;
Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose
A-frame truck, non-rotating - under 15 tons; Cary lift or
similar; Combination slurry mixer and/or cleaner; Drilling
equipment, 20 ft. and under m.r.c.; Firetender (hot plant);
Grouting machine operator; Highline cableway signalperson;
Stationary belt loader (Kolman or similar); Lift slab
machine (Vagtborg and similar types); Maginnes internal
full slab vibrator; Material hoist (1 drum); Mechanical
trench shield; Pavement breaker with or without compressor
combination); Pipe cleaning machine (tractor propelled and
supported); Post driver; Roller (except asphalt); Chip
Seal; Self-propelled automatically applied concrete curing
mahcine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signalperson;
Slip-form pumps (lifting device for concrete forms); Tie
spacer; Tower mobile; Trenching machine, maximum digging
capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken

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seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

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GROUP 6: Deckhand; Fire tender

STEEL

ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

<https://sam.gov/wage-determination/CA20210018/22#document>

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Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

<https://sam.gov/wage-determination/CA20210018/22#document>

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SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

.....
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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY) GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

<https://sam.gov/wage-determination/CA20210018/22#document>

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THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

AREA 2 - MODOC COUNTY

<https://sam.gov/wage-determination/CA20210018/22#document>

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Area 1: East ern part Area 2: Rema inde r	SAM.gov	8/31/2021	SAM.gov
HUMBOLDT COUNTY: Area 1: Except Eastern and Southwestern partsArea 2: Remainder			
LAKE COUNTY: Area 1: South ern part Area 2: Remai nder			
LASSEN COUNTY: Area 1: Western part along the Southern portion of borderwith Shasta County Area 2: Remainder			
MADERA COUNTY Area 1: Rema inde r Area 2: East ern part			
MARIPOSA COUNTY Area 1: Rema inde r Area 2: East ern part			
MENDOCINO COUNTY: Area 1: Central and Southeastern partsArea 2: Remainder			
MONTEREY COUNTY Area 1: Remainder Area 2: Southwestern part			
NEVADA COUNTY: Area 1: All but the Northern portion along the border ofSierra County Area 2: Remainder			

<https://sam.gov/wage-determination/CA20210018/22#document>

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<https://sam.gov/wage-determination/CA20210018/22#document>

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PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing		
and Structural.....	\$ 42.50	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
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IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing		
and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 06/28/2021

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

China Lake Naval Test Station, Chocolate Mountains NavalReserve-
Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-
Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal
Prison, 29 Palms - Marine Corps, U.S. Marine

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021 ""B"" - CALAVERAS, FRESNO, KINGS,
AREA MADERA, MARIPOSA, MERCED, MONTEREY, SAN
BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE
COUNTIES

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	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 26.05	12.75
LABORER (Lead Removal)		
Area A.....	\$ 34.37	25.95
Area B.....	\$ 33.37	25.95

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ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	33.48	26.21
Traffic Control Person I...\$	33.78	26.21
Traffic Control Person II...\$	31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2021

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	34.09	24.41

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	42.00	25.71
GROUP 2.....\$	41.77	25.71
GROUP 3.....\$	41.52	25.71
GROUP 4.....\$	41.07	25.71
GROUP 5.....\$	40.53	25.71
Shotcrete Specialist.....\$	42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

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bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		

pressure nozzleman; Miner - tunnel, including top and

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021	Group.....\$ 30.49	23.20
	GROUP 1.....\$ 29.79	23.20
	GROUP 1-a.....\$ 30.01	23.20
	GROUP 1-c.....\$ 29.84	23.20
	GROUP 1-e.....\$ 30.34	23.20
	GROUP 1-f.....\$ 30.37	23.20
	GROUP 2.....\$ 29.64	23.20
	GROUP 3.....\$ 29.54	23.20
	GROUP 4.....\$ 23.23	23.20
	See groups 1-b and 1-d under laborer classifications.LABORER (GARDENERS, HORTICULTUR AL & LANDSCAPE LABORERS)	
	(1) New Construction.....\$ 29.54	23.20
	(2) Establishment Warranty Period.....\$ 23.23	23.20
	LABORER (GUNITE)	
	GROUP 1.....\$ 29.75	22.31
	GROUP 2.....\$ 29.25	22.31
	GROUP 3.....\$ 28.66	22.31
	GROUP 4.....\$ 28.54	22.31
	LABORER (WRECKING)	
	GROUP 1.....\$ 29.79	23.20
	GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n
chairs, swingingscaffolds, belts shall
receive \$0.25 per hour above the applicable
wage rate. This shall not apply to workers
entitled to receive the wage rate set forth
in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt
ironer and raker; Chainsaw; Laser beam in
connection with laborers' work; Cast-in-
place manhole form setter; Pressure
pipelayer; Davis trencher - 300 or similar
type (and all small trenchers); Blaster;
Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITER LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniter laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I...	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

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Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer;

<https://sam.gov/wage-determination/CA20210018/22#document>

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Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 38.28	29.43

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person

Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

<https://sam.gov/wage-determination/CA20210018/22#document>

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LAB00270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2021

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
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LABORER

cushions.

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021 Mason Tender-Brick.....\$ 34.09 24.41
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----- LAB00270-007 06/25/2018

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MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

Rates Fringes

LABORER
(CONSTRUCTION
CRAFTLABORERS
- AREA B)

Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

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GROUP 2.....\$ 29.64	23.20
GROUP 3.....\$ 29.54	23.20
GROUP 4.....\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)	
(1) New Construction.....\$ 29.54	23.20
(2) Establishment Warranty Period.....\$ 23.23	23.20
LABORER (GUNITE - AREA B)	
GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31
LABORER (WRECKING - AREA B)	
GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

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similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker	

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

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laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist

Group.....\$ 31.49	23.20
GROUP 1.....\$ 30.79	23.20
GROUP 1-a.....\$ 31.01	23.20
GROUP 1-c.....\$ 30.84	23.20
GROUP 1-e.....\$ 31.34	23.20
GROUP 1-f.....\$ 30.37	23.20
GROUP 2.....\$ 30.64	23.20
GROUP 3.....\$ 30.54	23.20
GROUP 4.....\$ 24.23	23.20

<https://sam.gov/wage-determination/CA20210018/22#document>

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LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....\$ 30.54	23.20
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(2) Establishment Warranty Period.....\$ 24.23	23.20
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LABORER (GUNITE - AREA A:)

GROUP 1.....\$ 30.75	22.31
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GROUP 2.....\$ 30.25	22.31
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GROUP 3.....\$ 29.66	22.31
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GROUP 4.....\$ 29.54	22.31
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LABORER (WRECKING - AREA A:)

GROUP 1.....\$ 30.79	23.20
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GROUP 2.....\$ 30.64	23.20
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FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

See groups 1-b and 1-d under laborer classifications.

<https://sam.gov/wage-determination/CA20210018/22#document>

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

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Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer
manholes shall receive \$5.00 per day above Group 1 wage
rates.

GROUP 1-c: Burning and welding in connection with laborers'
work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All
employees performing work covered herein shall receive \$
.25 per hour above their regular rate for all work
performed on underground structures not specifically
covered herein. This paragraph shall not be construed to
apply to work below ground level in open cut. It shall
apply to cut and cover work of subway construction after
the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts
thereof, and work on and in deep footings. (A deep footing
is a hole 15 feet or more in depth.) In the event the
depth of the footing is unknown at the commencement of
excavation, and the final depth exceeds 15 feet, the deep
footing wage rate would apply to all employees for each and
every day worked on or in the excavation of the footing
from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting
or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry
cement or gypsum; Choke-setter and rigger (clearing work);
Concrete bucket dumper and chute; Concrete chipping and
grinding; Concrete laborer (wet or dry); Driller tender,
chuck tender, nipper; Guinea chaser (stake), grout crew;
High pressure nozzle, adductor; Hydraulic monitor (over 100
lbs. pressure); Loading and unloading, carrying and hauling
of all rods and materials for use in reinforcing concrete
construction; Pittsburgh chipper and similar type brush
shredders; Sloper; Single foot, hand-held, pneumatic
tamper; All pneumatic, air, gas and electric tools not
listed in Groups 1 through 1-f; Jacking of pipe - under 12
inches

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher;
Fence erector; Guardrail erector; Gardener, horticultural
and landscape laborer; Jetting; Limber, brush loader and
piler; Pavement marker (button setter); Maintenance, repair

<https://sam.gov/wage-determination/CA20210018/22#document>

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track and road beds; Streetcar and railroad construction
track laborer; Temporary air and water lines, Victaulic or
similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building
including but not limited to: street cleaner; cleaning and
washing windows; brick cleaner (jobsite only); material
cleaner (jobsite only). The classification ""material
cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be
salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or
temporary jobsite yard.

The material cleaner classification should not be used in
the performance of ""form stripping, cleaning and oiling
and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,
windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building
materials)

- LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

- LAB00294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick) Mason Tender-Brick.....	\$ 32.84	23.71

- LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

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8/31/2021	Rates	SAM.gov Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21
TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.		
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.		

LAB00294-005 07/01/2021		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

8/31/2021		SAM.gov
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITING - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swingingscaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzelman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

- LAB00294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB00294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 06/28/2021		
ALAMEDA COUNTY		
	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I...	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21
TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.		
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.		

LAB00304-003 07/01/2021		
ALAMEDA COUNTY		
	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71
TUNNEL AND SHAFT CLASSIFICATIONS		
GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen		
GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)		
GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house		
https://sam.gov/wage-determination/CA20210018/22#document		

8/31/2021

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muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

<https://sam.gov/wage-determination/CA20210018/22#document>

8/31/2021	GROUP 1-c.....\$ 30.84	23.20
	GROUP 1-e.....\$ 31.34	23.20
	GROUP 1-f.....\$ 30.37	23.20
	GROUP 2.....\$ 30.64	23.20
	GROUP 3.....\$ 30.54	23.20
	GROUP 4.....\$ 24.23	23.20
	See groups 1-b and 1-d under laborer classifications.LABORER (GARDENERS, HORTICULTUR AL & LANDSCAPE LABORERS - AREA A:)	
	(1) New Construction.....\$ 30.54	23.20
	(2) Establishment Warranty Period.....\$ 24.23	23.20
	LABORER (GUNITE - AREA A:)	
	GROUP 1.....\$ 30.75	22.31
	GROUP 2.....\$ 30.25	22.31
	GROUP 3.....\$ 29.66	22.31
	GROUP 4.....\$ 29.54	22.31
	LABORER (WRECKING - AREA A:)	
	GROUP 1.....\$ 30.79	23.20
	GROUP 2.....\$ 30.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n
chairs, swingingscaffolds, belts shall
receive \$0.25 per hour above the applicable
wage rate. This shall not apply to workers
entitled to receive the wage rate set forth
in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt
ironer and raker; Chainsaw; Laser beam in
connection with laborers' work; Cast-in-
place manhole form setter; Pressure
pipelayer; Davis trencher - 300 or similar
type (and all small trenchers); Blaster;
Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types);
Barko, Wacker and similar type tampers;
Buggymobile; Caulker, bander, pipewrapper,
conduit layer, plastic pipelayer; Certified
hazardous waste worker including Leade
Abatement; Compactors of all types; Concrete
and magnesite mixer, 1/2 yd. and under;
Concrete pan work; Concrete sander; Concrete

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saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

* LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I...	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

<https://sam.gov/wage-determination/CA20210018/22#document>

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excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021 GROUP 1-c.....\$ 30.84 23.20
 GROUP 1-e.....\$ 31.34 23.20
 GROUP 1-f.....\$ 30.37 23.20
 GROUP 1-g.....\$ 30.99 23.20
 GROUP 2.....\$ 30.64 23.20
 GROUP 3.....\$ 30.54 23.20
 GROUP 4.....\$ 24.23 23.20
 See groups 1-b and 1-d under laborer
 classifications.LABORER (GARDENERS,
 HORTICULUR
 AL &
 LANDSCAPE
 LABORERS -
 AREA A:)
 (1) New Construction.....\$ 30.54 23.20
 (2) Establishment Warranty
 Period.....\$ 24.23 23.20
 LABORER (GUNITE - AREA A:)
 GROUP 1.....\$ 30.75 22.31
 GROUP 2.....\$ 30.25 22.31
 GROUP 3.....\$ 29.66 22.31
 GROUP 4.....\$ 29.54 22.31
 LABORER (WRECKING - AREA A:)
 GROUP 1.....\$ 30.79 23.20
 GROUP 2.....\$ 30.64 23.20
 FOOTNOTES:
 Laborers working off or with or from bos'n
 chairs, swingingscaffolds, belts shall
 receive \$0.25 per hour above the applicable
 wage rate. This shall not apply to workers
 entitled to receive the wage rate set forth
 in Group 1-a below.

23.20
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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling

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and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 38.28	29.43

Work on a swing stage scaffold: \$1.00 per hour additional.

* LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021

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Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II....	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021
Slick line; Sandblaster - potman, Robotic
Shotcrete Placer, Segment Erector, Tunnel Muck
Hauler, Steel Form raiser and setter;
Timberman, retimberman (wood or steel or
substitutematerials therefore); Tugger (for
tunnel laborer work); Cable tender; Chuck
tender; Powderman - primer house

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GROUP 4: Vibrator operator, pavement breaker;
Bull gang -muckers, trackmen; Concrete crew -
includes rodding and spreading, Dumpmen (any
method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

LABORER
Mason Tender-Brick.....\$ 31.20 22.20

----- LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

8/31/2021

Rates

SAM.gov
Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

<https://sam.gov/wage-determination/CA20210018/22#document>

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whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

dipping or handling of such materials); Lagging, sheeting,

<https://sam.gov/wage-determination/CA20210018/22#document>

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connection with pipelaying); Precast-manhole
setter; Pressure pipe tester; Post hole
digger, air, gas and electric; Power broom
sweeper; Power tampers of all types (except
as shown in Group 2); Ram set gun and stud
gun; Riprap stonepaver and rock-slinger,
including placing of sacked concrete and/or
sand (wet or dry) and gabions and similar
type; Rotary scarifier or multiple head
concrete chipping scarifier; Roto and Ditch
Witch; Rototiller; Sandblaster, pot, gun,
nozzle operators; Signalling and rigging;
Tank cleaner; Tree climber; Turbo blaster;
Vibrascreed, bull float in connection with
laborers' work; Vibrator; Hazardous waste
worker (lead removal); Asbestos and mold
removal worker

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GROUP 1-a: Joy drill model TWM-2A; Gardner-
Denver model DH143 and similar type drills;
Track driller; Jack leg driller; Wagon
driller; Mechanical drillers, all types
regardless of type or method of power;
Mechanical pipe layers, all types regardless
of type or method of power; Blaster and
powder; All work of loading, placing and
blasting of all powder and explosives of
whatever type regardless of method used for
such loading and placing; High scalers
(including drilling of same); Tree topper; Bit
grinder

GROUP 1-b: Sewer cleaners shall receive
\$4.00 per day above Group 1 wage rates.
""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage
in small diameter sewers. Those who work
inside recently active, large diameter
sewers, and all recently active sewer
manholes shall receive \$5.00 per day above
Group 1 wage rates.

GROUP 1-c: Burning and welding in connection
with laborers' work; Synthetic thermoplastics
and similar type welding

GROUP 1-d: Maintenance and repair track and
road beds. All employees performing work
covered herein shall receive \$
.25 per hour above their regular rate for
all work performed on underground
structures not specifically covered
herein. This paragraph shall not be
construed to apply to work below ground
level in open cut. It shall apply to cut
and cover work of subway construction
after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole
footings and shafts thereof, and work on and
in deep footings. (A deep footing is a hole
15 feet or more in depth.) In the event the
depth of the footing is unknown at the
commencement of excavation, and the final
depth exceeds 15 feet, the deep footing wage
rate would apply to all employees for each
and every day worked on or in the excavation
of the footing from the date of inception.

<https://sam.gov/wage-determination/CA20210018/22#document>

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GROUP 1-f: Wire winding machine in connection with guniting
or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry
cement or gypsum; Choke-setter and rigger (clearing work);
Concrete bucket dumper and chute; Concrete chipping and
grinding; Concrete laborer (wet or dry); Driller tender,

<https://sam.gov/wage-determination/CA20210018/22#document>

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chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

----- GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

----- WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Rates	Fringes
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8/31/2021

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Plasterer tender.....\$ 35.82

28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates	Fringes
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LABORER (Plaster Tender).....\$ 35.82

28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates	Fringes
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Painters:.....\$ 45.22

25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates	Fringes
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Drywall Finisher/Taper

AREA 1.....\$ 53.16

28.49

AREA 2.....\$ 49.03

27.09

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates	Fringes
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SOFT FLOOR LAYER.....\$ 48.60

27.43

PAIN0016-015 01/01/2021

8/31/2021

SAM.gov

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates	Fringes
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PAINTER

Brush.....\$ 35.88	21.16
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FOOTNOTES:
 SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

Rates	Fringes
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PAINTER.....\$ 48.84	25.48
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PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates	Fringes
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GLAZIER.....\$ 40.00	26.76
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PAIN0169-005 01/01/2021

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates	Fringes
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GLAZIER.....\$ 53.07	31.15
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PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

Rates	Fringes
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PAINTER	
Brush, Roller.....\$ 31.36	20.33
Drywall Finisher/Taper.....\$ 40.10	25.00

FOOTNOTE:

<https://sam.gov/wage-determination/CA20210018/22#document>

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FRESNO, KINGS & MADERA

Rates	Fringes
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SOFT FLOOR LAYER.....\$ 34.55	21.67
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PAIN0767-001 01/01/2021

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
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GLAZIER.....\$ 41.51	31.36
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

Rates	Fringes
-------	---------

Parking Lot Striping/Highway Marking:

GROUP 1.....\$ 38.48	16.88
GROUP 2.....\$ 32.71	16.88
GROUP 3.....\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

Spray Painters & Paperhangers receive \$1.00 additional perhour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (doesnot include work from a lift) \$0.75 per hour additional.

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021	Rates	FRINGES
SFT FLOOR LAYER.....	\$ 41.81	23.39
PLAS0066-002 07/01/2019		
.....		
PAIN0294-005 01/01/2021		

8/31/2021	Rates	FRINGES
ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:		
PLASTERER.....	\$ 42.41	30.73
PLAS0300-001 07/01/2018		

8/31/2021	Rates	SAM.gov Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER..	\$ 33.49	23.67

PLUM0038-001 07/01/2021		
SAN FRANCISCO COUNTY		
	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 79.00	46.01

PLUM0038-005 07/01/2021		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)....	\$ 67.15	32.67

PLUM0062-001 07/01/2021		
MONTEREY AND SANTA CRUZ COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.50	37.80

PLUM0159-001 07/01/2019		
CONTRA COSTA COUNTY		
	Rates	Fringes
Plumber and steamfitter (1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 07/01/2021		
FRESNO, KINGS & MADERA COUNTIES		

<https://sam.gov/wage-determination/CA20210018/22#document>

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8/31/2021	Rates	SAM.gov Fringes
FRESNO, MERCED & SAN JOAQUIN COUNTIES		
	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74
PIPE TRADESMAN SCOPE OF WORK:		
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman		

PLUM0342-001 07/01/2021		
ALAMEDA & CONTRA COSTA COUNTIES		
	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 69.95	44.00
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 69.95	44.00

PLUM0355-004 07/01/2021		
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		
	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 30.90	16.80

* PLUM0393-001 07/01/2021		

<https://sam.gov/wage-determination/CA20210018/22#document>

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SAN BENITO AND SANTA CLARA COUNTIES
 8/31/2021 Rates Fringes SAM.gov
 PLUMBER & STEAMFITTER.....\$ 44.15 36.64

 PLUM0246-004 01/01/2017

8/31/2021 Rates Fringes SAM.gov
 PLUMBER/PIPEFITTER.....\$ 68.76 46.63

8/31/2021 SAM.gov
PLUM0442-001 07/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 47.50	33.39

PLUM0467-001 07/01/2021	

SAN MATEO COUNTY

Rates	Fringes
Plumber/Pipefitter/Steamfitter...\$ 73.10	38.61

ROOF0027-002 01/01/2021	

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
ROOFER.....\$ 32.01	14.61
FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.	

ROOF0040-002 08/01/2020

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates	Fringes
ROOFER.....\$ 44.38	19.69

ROOF0081-001 08/01/2021	

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes
Roofer.....\$ 47.17	19.86

ROOF0081-004 08/01/2020	

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
ROOFER.....\$ 39.73	19.11

ROOF0095-002 08/01/2020	

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

<https://sam.gov/wage-determination/CA20210018/22#document>

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ROOFER

Journeyman.....\$ 46.54	20.69
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....\$ 48.54	
20.69	

SFCA0483-001 08/02/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

Rates	Fringes
SPRINKLER FITTER (FIRE).....\$ 70.99	34.85

SFCA0669-011 04/01/2021	

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
SPRINKLER FITTER.....\$ 40.36	26.15

SHEE0104-001 07/01/2020	

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

Rates	Fringes
SHEET METAL WORKER AREA 1: Mechanical Contracts	
under \$200,000.....\$ 55.92	45.29
All Other Work.....\$ 64.06	46.83
AREA 2.....\$ 52.90	36.44
AREA 3.....\$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates	Fringes
SHEET METAL WORKER.....\$ 44.34	39.22

SHEE0104-005 07/01/2021	

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
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<https://sam.gov/wage-determination/CA20210018/22#document>

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Rates

SAM.gov
Fringes

SHEET METAL WORKER (Excluding
metal deck and siding).....\$ 41.28

SAM.gov
45.41

8/31/2021	SAM.gov	
SHEE0104-007 07/01/2021		
FRESNO, KINGS, AND MADERA COUNTIES:		
	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

SHEE0104-015 07/01/2020		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2021		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:
 Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and

8/31/2021 SAM.gov
 GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter

unloading); Team driver; Tool room attendant (refineries)

8/31/2021 pilots (when transporting men and materials);
Lowbed Heavy Duty Transport up to including 7
axles; DW10's, 20's, 21's and other similar
Cat type, Terra Cobra, LeTourneau Pulls,
Tournorocker, Euclid and similar type
equipment when pulling fuel and/or grease
tank trailers or other miscellaneous
trailers; Vacuum Trucks 7500 gals and over
and truck repairman

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GROUP 5: Dump trucks, 65 yds. and over;
Holland hauler; Lowbed Heavy Duty Transport
over 7 axles

WELDERS - Receive rate prescribed for craft
performing operation to which welding is
incidental.

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Note: Executive Order (EO) 13706, Establishing
Paid Sick Leave for Federal Contractors applies
to all contracts subject to the Davis-Bacon Act
for which the contract is awarded (and any
solicitation was issued) on or after January 1,
2017. If this contract is covered by the EO, the
contractor must provide employees with 1 hour of
paid sick leave for every 30 hours they work, up
to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick
leave for their own illness, injury or other
health-related needs, including preventive care;
to assist a family member (or person who is like
family to the employee) who is ill, injured, or
has other health-related needs, including
preventive care; or for reasons resulting from, or
to assist a family member (or person who is like
family to the employee) who is a victim of,
domestic violence, sexual assault, or stalking.
Additional information on contractor requirements
and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

ELLIS PARK IMPROVEMENTS



OWNER
CITY OF SEASIDE
CONTACT: LESLIE LLANTERO
LLLANTERO@CI.SEASIDE.CA.US

CIVIL ENGINEER
WHITSON ENGINEERS
CONTACT: RICHARD WEBER
RWEBER@WHITSONENGINEERS.COM

LANDSCAPE ARCHITECT
BFS LANDSCAPE ARCHITECTS
CONTACT: STEVE EICHNER
STEVE@BFSLA.COM

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.

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



PROJECT LOCATION MAP
SCALE: 1" = 5000'

SHEET INDEX	
TITLE SHEET	1
EROSION AND SEDIMENT CONTROL NOTES	2
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DEMOLITION PLAN	4
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PLANTING PLAN	11
IRRIGATION AND PLANTING DETAILS	12
IRRIGATION AND PLANTING DETAILS	13

SYMBOLS & ABBREVIATIONS

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

GENERAL NOTES

- CURB DIMENSIONS, RADII AND OFFSETS SHOWN ARE TO FACE OF CURB. ALL CONSTRUCTION SHALL CONFORM TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) "STANDARD SPECIFICATIONS" AND "STANDARD PLANS", 2018 EDITION, AND THE CITY OF SEASIDE STANDARD DETAILS HEREON UNLESS OTHERWISE SPECIFIED.
 - 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.

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

9/5/19		95% CONSTRUCTION DOCUMENTS	
DATE		REVISIONS	
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825			
SHEET TITLE:		PROJECT NO.	
TITLE SHEET			
PROJECT TITLE:		SHEET NO.	
ELLIS PARK IMPROVEMENT PLANS		1	
APPROVED BY:		DATE: 7-12-21	
NISHA PATEL, CITY ENGINEER		DWG FILE NO.	
EXPIRATION DATE: 6-30-22		2071.14	
SCALE:		R.C.E. No. RCE 72491	
NONE			

0 1 2 3 INCHES



EROSION AND SEDIMENT CONTROL NOTES

1. ESTIMATED TOTAL DISTURBED AREA: 0.24 AC.
2. BEST MANAGEMENT PRACTICES (BMPs) (MATERIALS AND THEIR INSTALLATION) SHALL CONFORM TO ONE OF THE FOLLOWING:
- 2.1. 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
- 2.2. 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.cabmphandbooks.com/>
3. 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.
4. 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.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING BMPs PRIOR TO, DURING, AND AFTER STORM EVENTS, AND SHALL PROMPTLY CORRECT ANY DEFICIENCIES NOTED.
6. ALL PAVED AREAS SHALL BE KEPT CLEAN OF SOIL AND DEBRIS. REGULAR STREET SWEEPING IS REQUIRED. ADDITIONAL STREET SWEEPING MAY BE REQUIRED BY THE ENGINEER OR CITY OF SEASIDE.
7. 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.
8. 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.
9. 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.
10. CONTRACTOR SHALL PROVIDE DUST CONTROL, AS REQUIRED BY FEDERAL, STATE, AND LOCAL AGENCY REQUIREMENTS.
11. 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.
12. PROVIDE WIND EROSION CONTROL AT ALL TIMES IN ACCORDANCE WITH BEST MANAGEMENT PRACTICE WE-1.
13. 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.
14. 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.

1. THE FOLLOWING PROVISIONS SHALL APPLY BETWEEN OCTOBER 1 AND APRIL 30.
- A. 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.
- B. 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.
- C. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH DAY'S WORK.
- D. THE BUILDING INSPECTOR SHALL STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF HE DETERMINES THAT EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.
2. 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.
3. 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

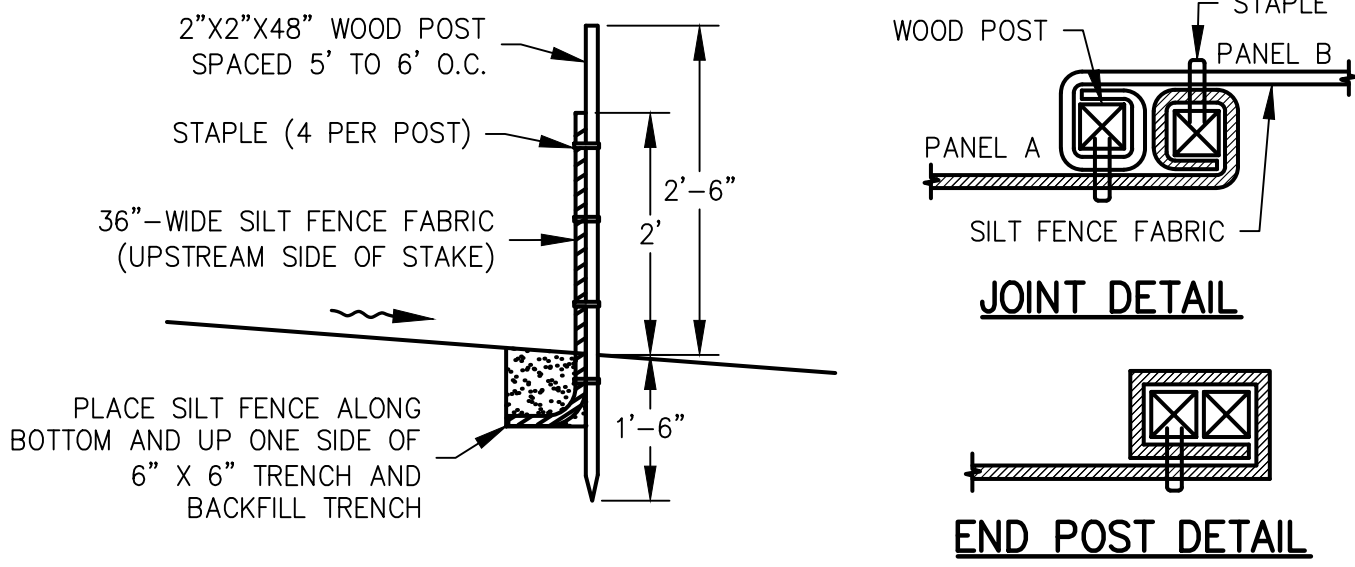
1. VISUALLY OBSERVE AND MAINTAIN BEST MANAGEMENT PRACTICES (BMPs) AS FOLLOWS:
- A. WEEKLY, AND
- B. WITHIN 48 HOURS PRIOR TO EACH STORM EVENT, AND
- C. WITHIN 48 HOURS AFTER EACH STORM EVENT.
- D. DAILY DURING STORM EVENTS
2. REPAIR DAMAGED BMPs WITHIN 48 HOURS OF OBSERVATION.
3. SEDIMENT SHALL BE REMOVED 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.
4. TRASH AND DEBRIS SHALL BE REMOVED FROM BMPs DURING SCHEDULED INSPECTIONS.
5. 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.
6. REPAIR RILLS AND GULLIES BY RE-GRADING AND THEN TRACKWALKING PERPENDICULAR TO THE SLOPE. PROVIDE TEMPORARY SOIL COVER IF NECESSARY.

NON-STORM WATER DISCHARGES

1. 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.
2. MEASURES TO CONTROL SPILLS, LEAKAGE, AND DUMPING, AND TO PREVENT ILLICIT CONNECTIONS DURING CONSTRUCTION, MUST BE TAKEN.
3. 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.
4. 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
5. IF ANY OF THE ABOVE CONDITIONS ARE NOT SATISFIED, THE DISCHARGE IS NOT AUTHORIZED.

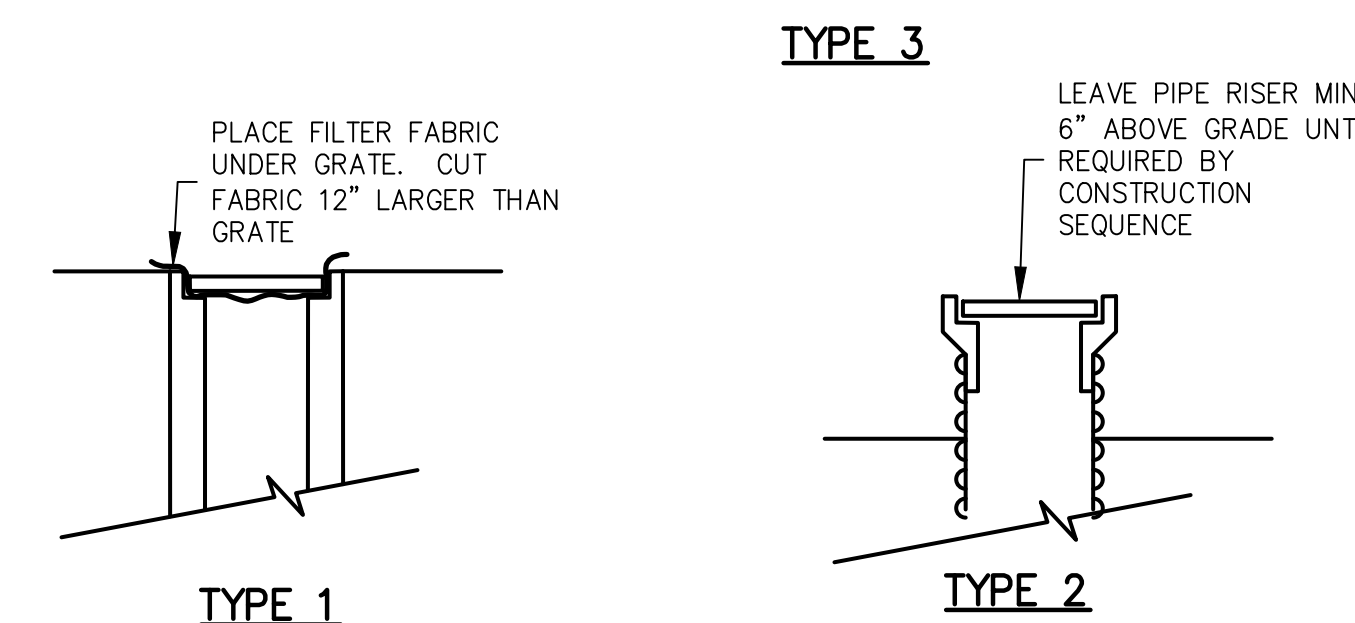
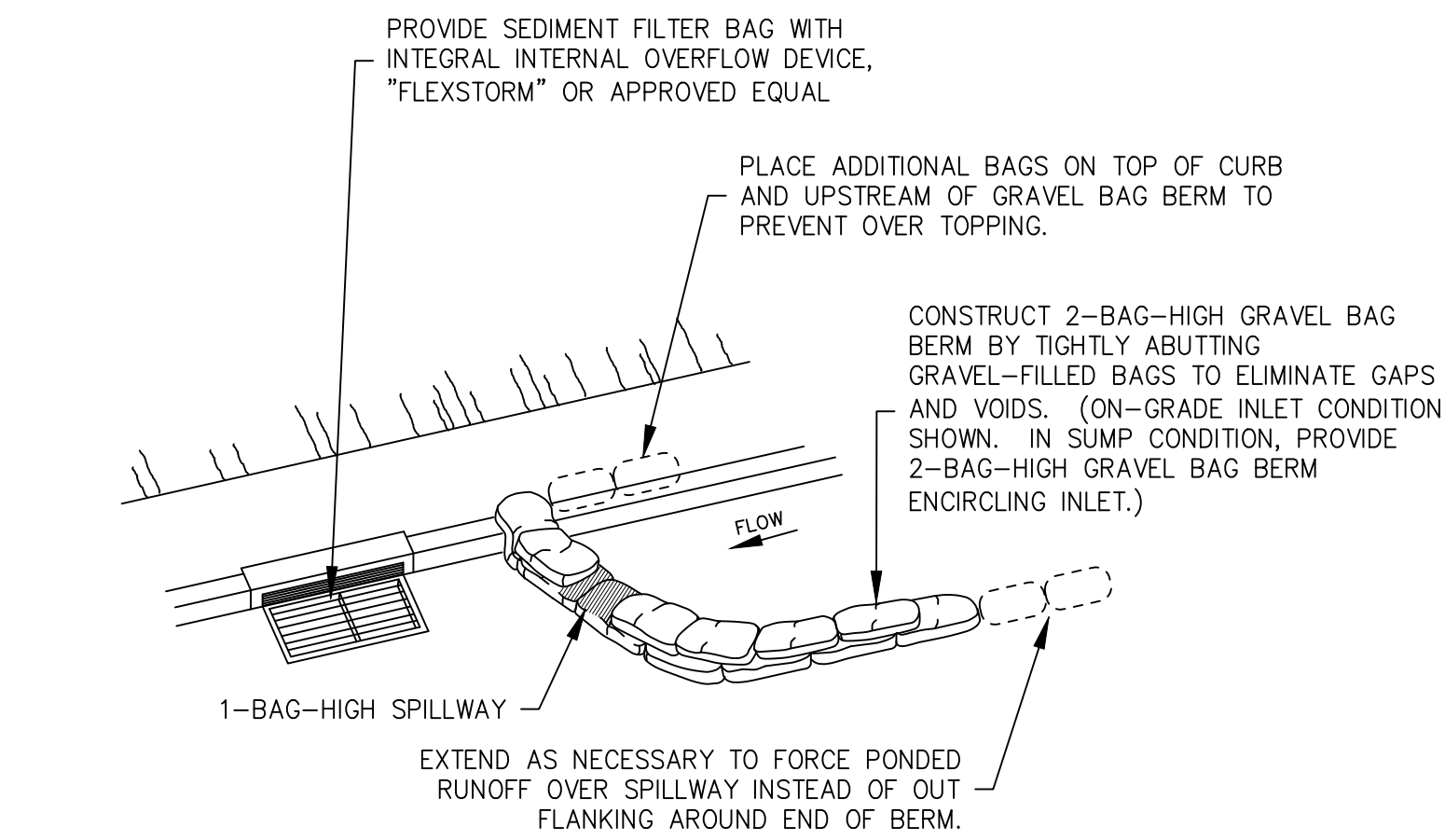
EMPLOYEE TRAINING

1. 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.



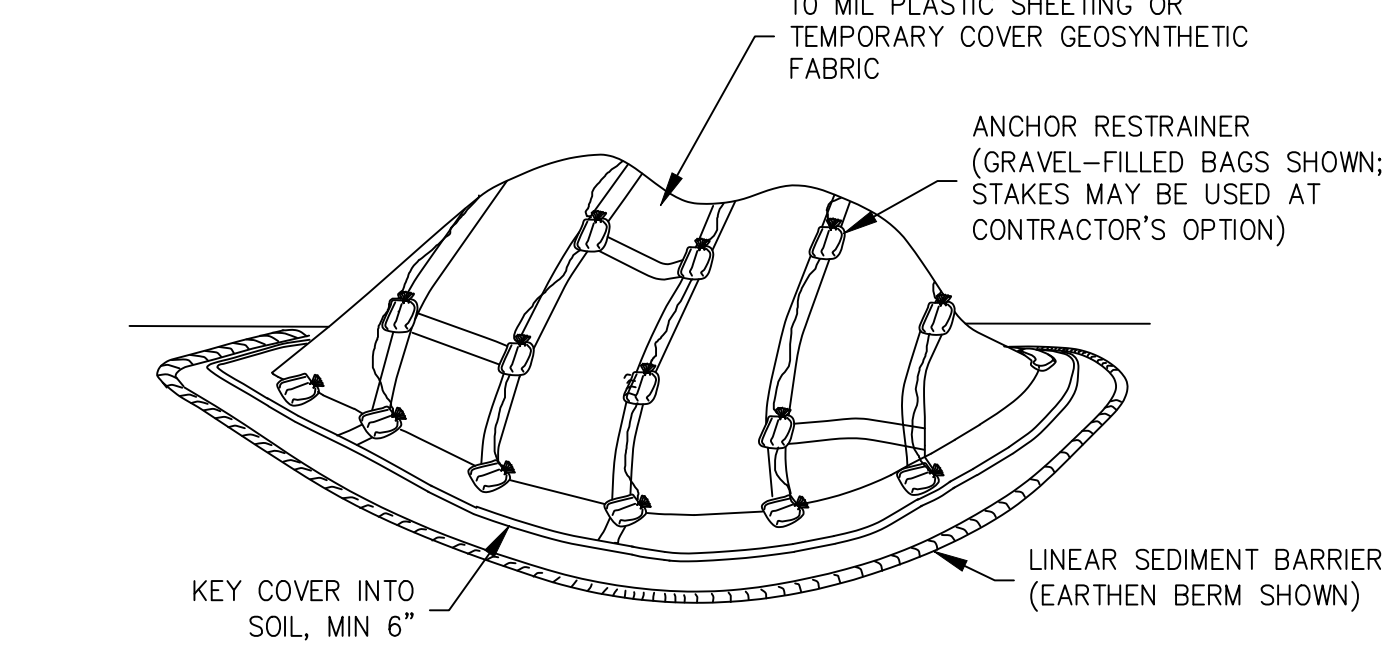
- NOTES:
1. THE DOWNSTREAM END OF THE SILT FENCE SHALL HAVE THE LAST 8' ANGLED UP SLOPE TO PREVENT WATER FROM RUNNING AROUND THE END OF THE SILT FENCE
2. JOINT SECTIONS SHALL NOT BE PLACED AT SUMP LOCATIONS

SE-1
--
SCALE: NONE

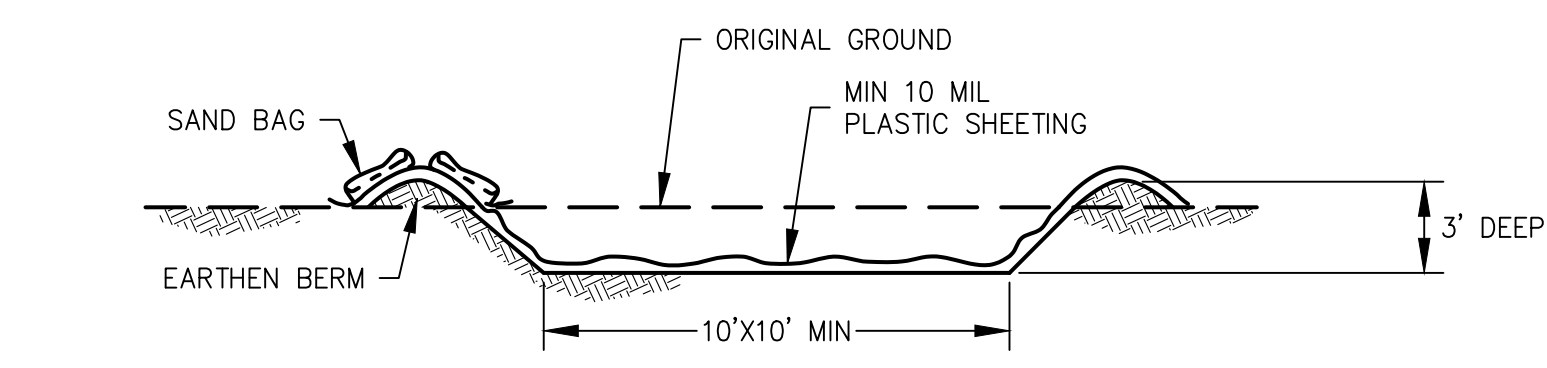


- NOTES:
1. PROVIDE TYPE 1 INLET PROTECTION AT ALL INLETS IF OTHER TYPE NOT PROVIDED.
2. TYPE 2 INLET PROTECTION MAY BE PROVIDED IN LIEU OF TYPE 1 AT CONTRACTOR'S OPTION.
3. TYPE 3 INLET PROTECTION SHALL BE PROVIDED FOR ALL EXISTING AND PROPOSED PUBLIC STORM DRAIN INLETS, AND ANY PRIVATE INLETS WHICH ARE TO REMAIN IN SERVICE DURING CONSTRUCTION.

SE-10
--
SCALE: NONE



WM-3
--
SCALE: NONE



- NOTES:
1. AT CONTRACTOR'S OPTION, AN EQUIVALENT 10' X 10' X 2'-DEEP ABOVE-GRADE WASHOUT MAY BE CONSTRUCTED USING LUMBER OR HAY BALES.

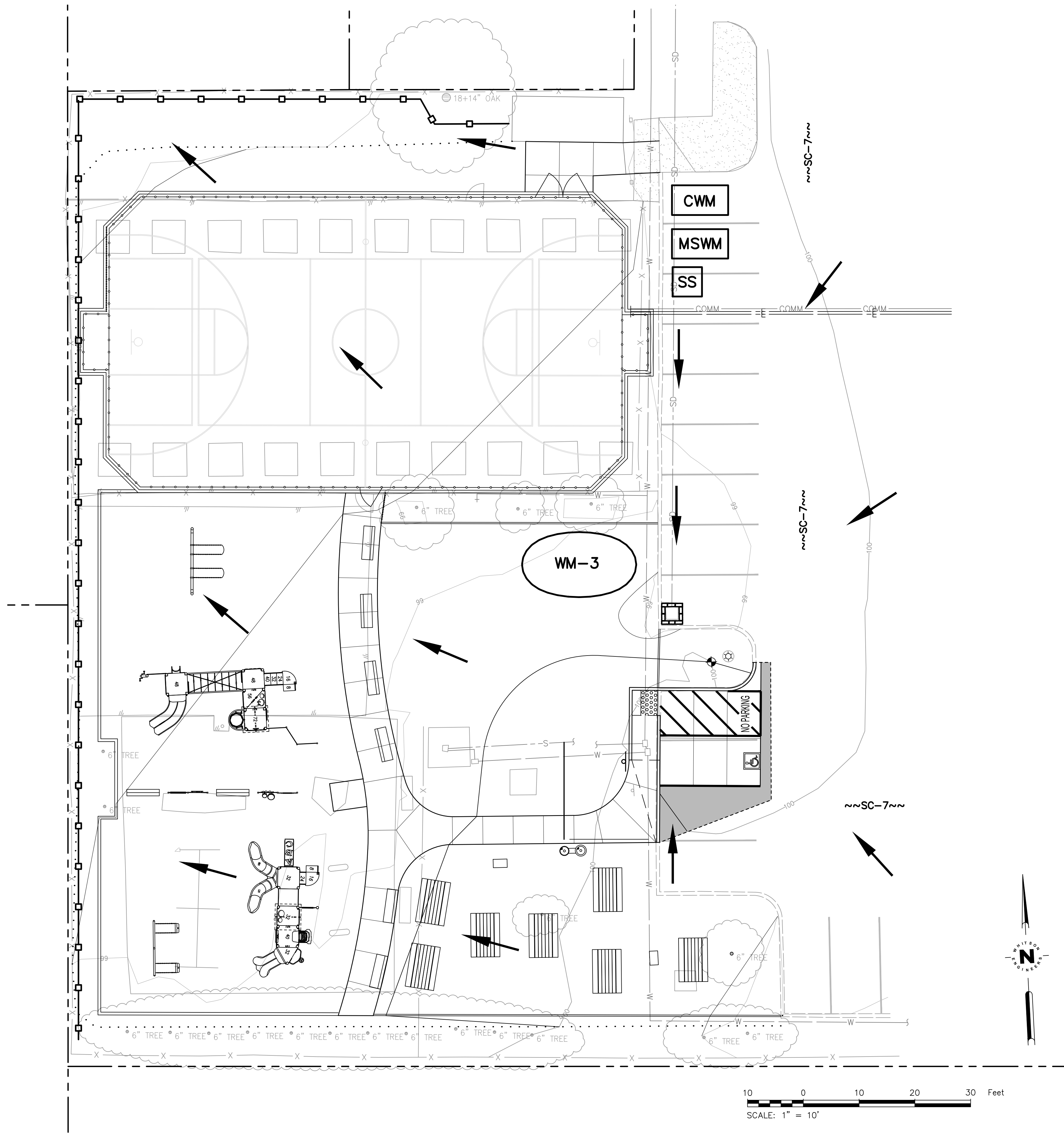
WM-8
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SCALE: NONE



11/12/19	100% CONSTRUCTION DOCUMENTS	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: EROSION AND SEDIMENT CONTROL NOTES	PROJECT NO.
	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	SHEET NO. 2
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		
SCALE: NONE	DWG FILE NO. 2071.14	



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LEGEND

SYMBOL	CALTRANS BMP #	CALTRANS STD. PLAN	DESCRIPTION
	SC-1	T51, T60	LINEAR SEDIMENT BARRIER
	SC-7	-	STREET SWEEPING
	SC-10	-	INLET PROTECTION
	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

STORM WATER DATA

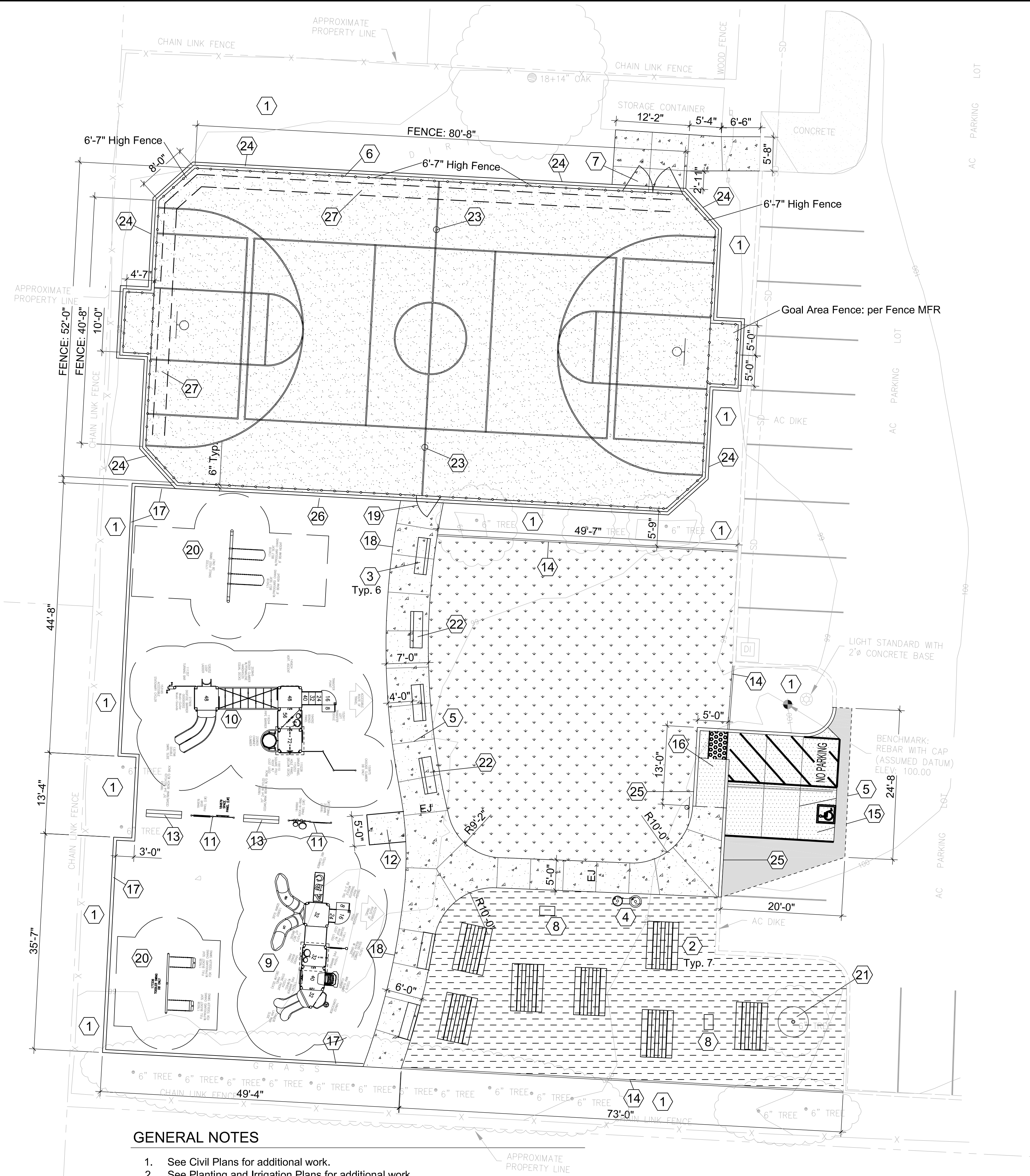
NEW IMPERVIOUS AREA: 2,805 SF
REPLACED IMPERVIOUS AREA: 5,082 SF
TOTAL NEW & REPLACED IMPERVIOUS AREA: 7,887 SF

STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. R3-2013-0032 "POST CONSTRUCTION STORMWATER MANAGEMENT REQUIREMENTS FOR DEVELOPMENT PROJECTS IN THE CENTRAL COAST REGION" PERFORMANCE REQUIREMENTS 1 AND 2 APPLY.



11/12/19	100% CONSTRUCTION DOCUMENTS	
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. PROJ
SCALE: 1" = 10'	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	SHEET NO. 3
		DWG FILE NO. 2071.14





GENERAL NOTES

1. See Civil Plans for additional work.
2. See Planting and Irrigation Plans for additional work.
3. Install 12" of wood fiber in playground area, per Play Equipment spec.
4. Court striping for basketball, volleyball, and soccer. See Specs.
5. See Sports Equipment Spec for perimeter fence system and goals.

LEGEND

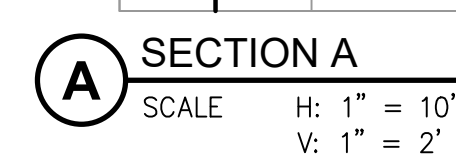
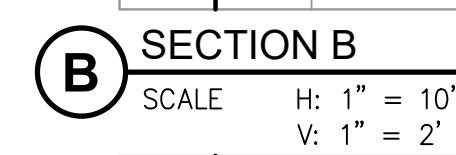
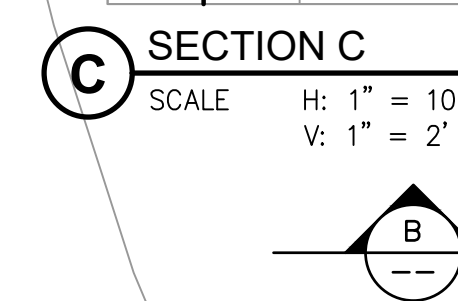
- Grass Lawn: See Planting Plan.
- Synthetic Turf Multi-Sport Court: See Specifications and 5/8
- AC Paving: See 9/7
- Concrete Walk: See 1/7
- Vehicular Concrete Paving: See 10/7
- DG Paving: See 6/7
- Court perimeter metal fence system: 10' high, UON. See Sports Equipment Specs and Detail sheet 8.

REFERENCE NOTES

- 1 Planting area: See Planting Plan.
- 2 Picnic Table: See Site Furnishing Spec and 8/7
- 3 Bench: See Site Furnishing Spec.
- 4 Drinking Fountain: See Site Furnishing Specs and 5/7
- 5 Concrete Joints, typical: EJ = Expansion Joint, See 11/7
- 6 Court perimeter fence system: See Sports Equipment Spec.
- 7 10' wide maintenance gate: See Sports Equipment Spec and 3/8
- 8 BBQ: See Site Furnishing Spec and 8/7
- 9 Play Structure: 2-5 years, see Play Equipment Spec.
- 10 Play Structure: 5-12 years, see Play Equipment Spec.
- 11 Play Panels: See Play Equipment Spec.
- 12 Ramp into play area: See 4/7
- 13 Bench: Backless, see Site Furnishing spec and 8/7
- 14 Wood Header: See 7/7
- 15 Van Accessible Parking Space: See Civil Plans.
- 16 Concrete Curb Ramp: See Civil Plans.
- 17 Play Area Curb: See 3/7
- 18 Thickened Edge at Concrete Walk: See 1/7
- 19 4' wide single gate: See 2/8
- 20 Swings: See Play Equipment Spec.
- 21 Non-stabilized DG within 5' diameter area around existing tree.
- 22 Install bench facing towards lawn area.
- 23 Volleyball Posts: See 4/8
- 24 Court Perimeter Curb: 6" wide, See 5/8
- 25 Concrete Vertical Curb: See 5/9
- 26 Court Perimeter Curb at Play Area: Sim depth to 3/7
- 27 Drainage Trench: See 5/8

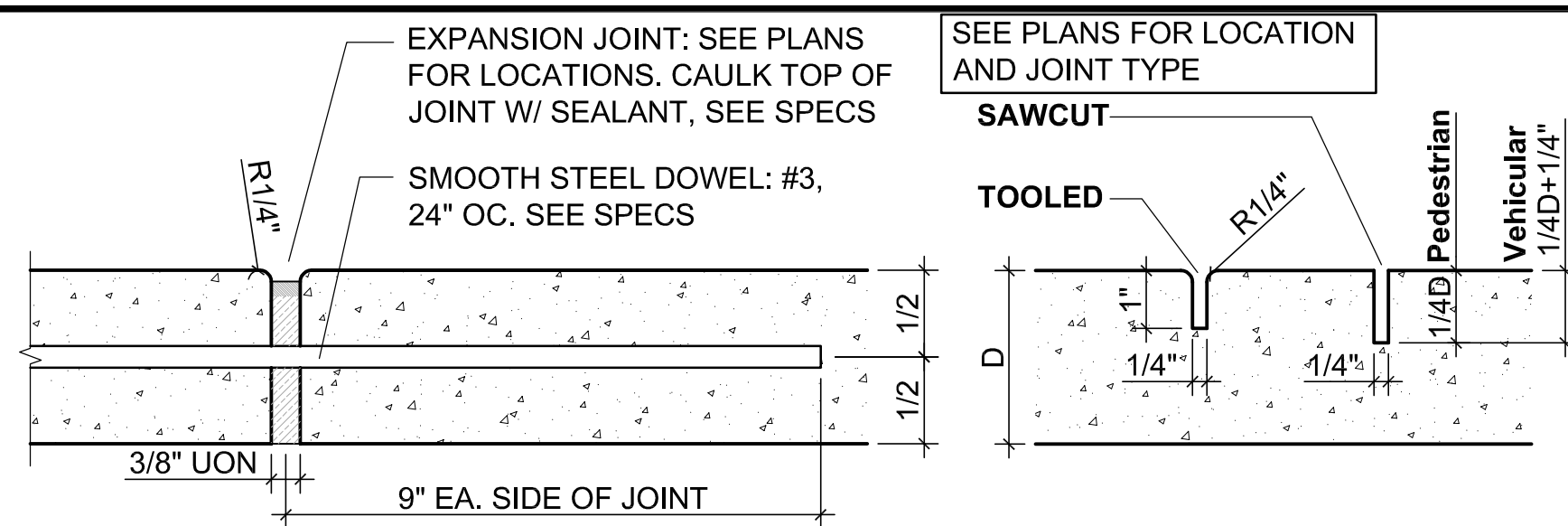
11/12/2019	100% CONSTRUCTION DOCUMENTS	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	PROJECT NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: CONSTRUCTION PLAN	SHEET NO.
SCALE: Shown	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	5
		DWG FILE NO. 2071.14



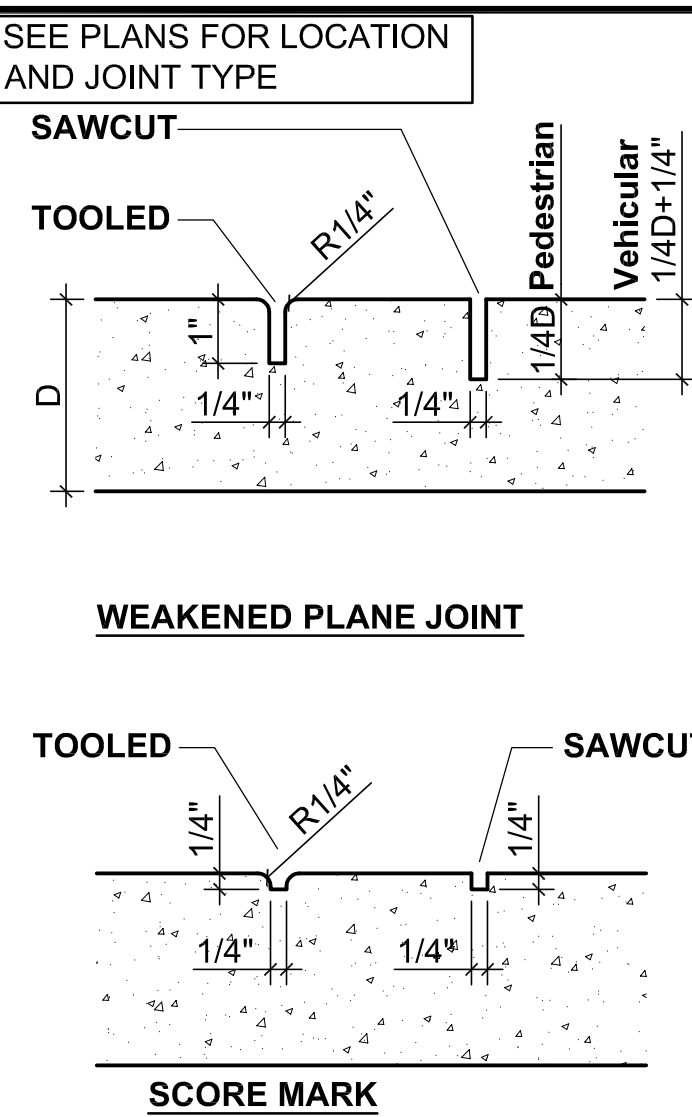


11/12/19	100% CONSTRUCTION DOCUMENTS	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO.
	GRADING AND DRAINAGE PLAN ELLIS PARK IMPROVEMENT PLANS	PROJ 6
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE:	DWG FILE NO.
SCALE:		2071.14
1" = 10'		

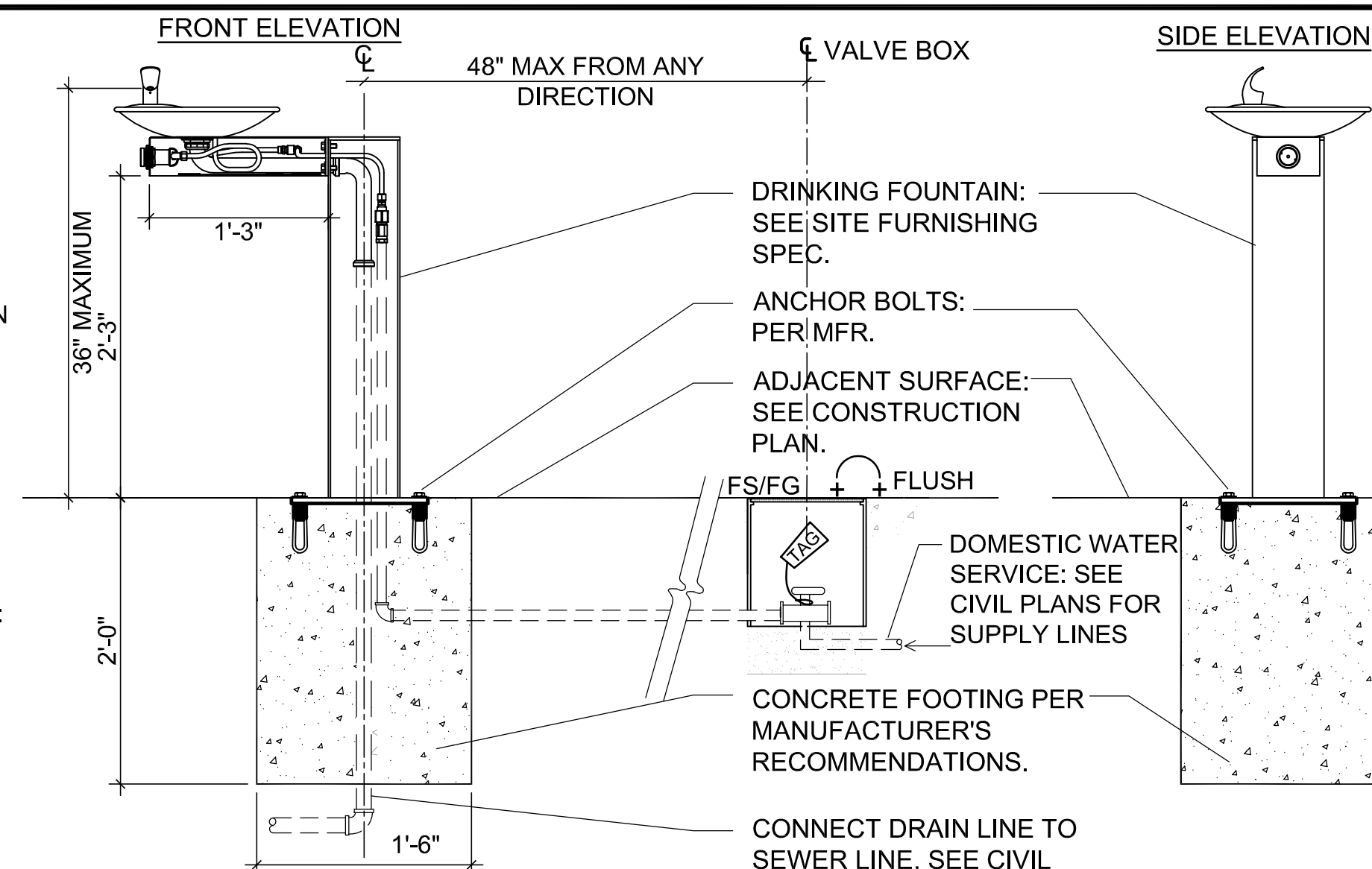




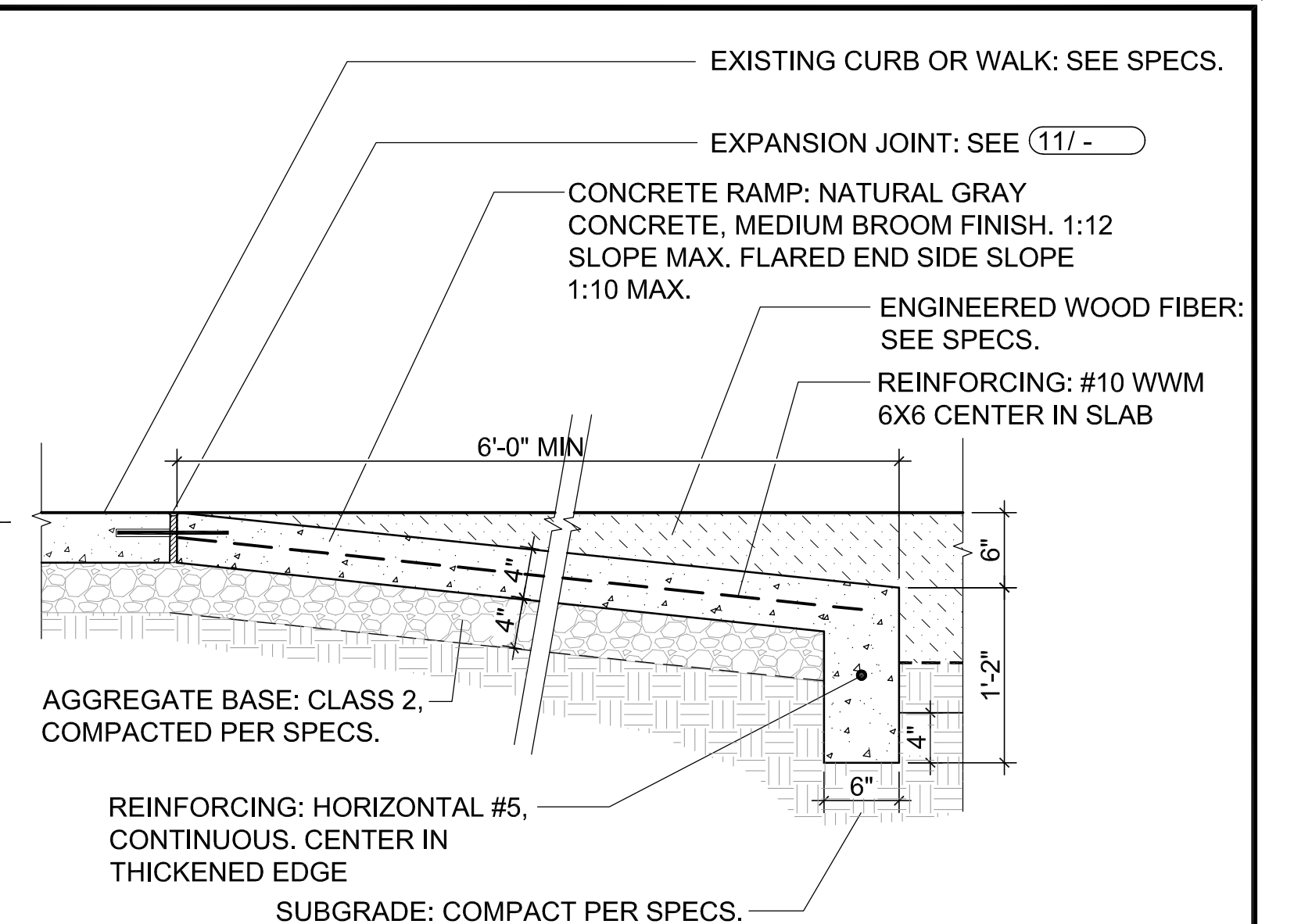
11 Concrete Joints, Typical
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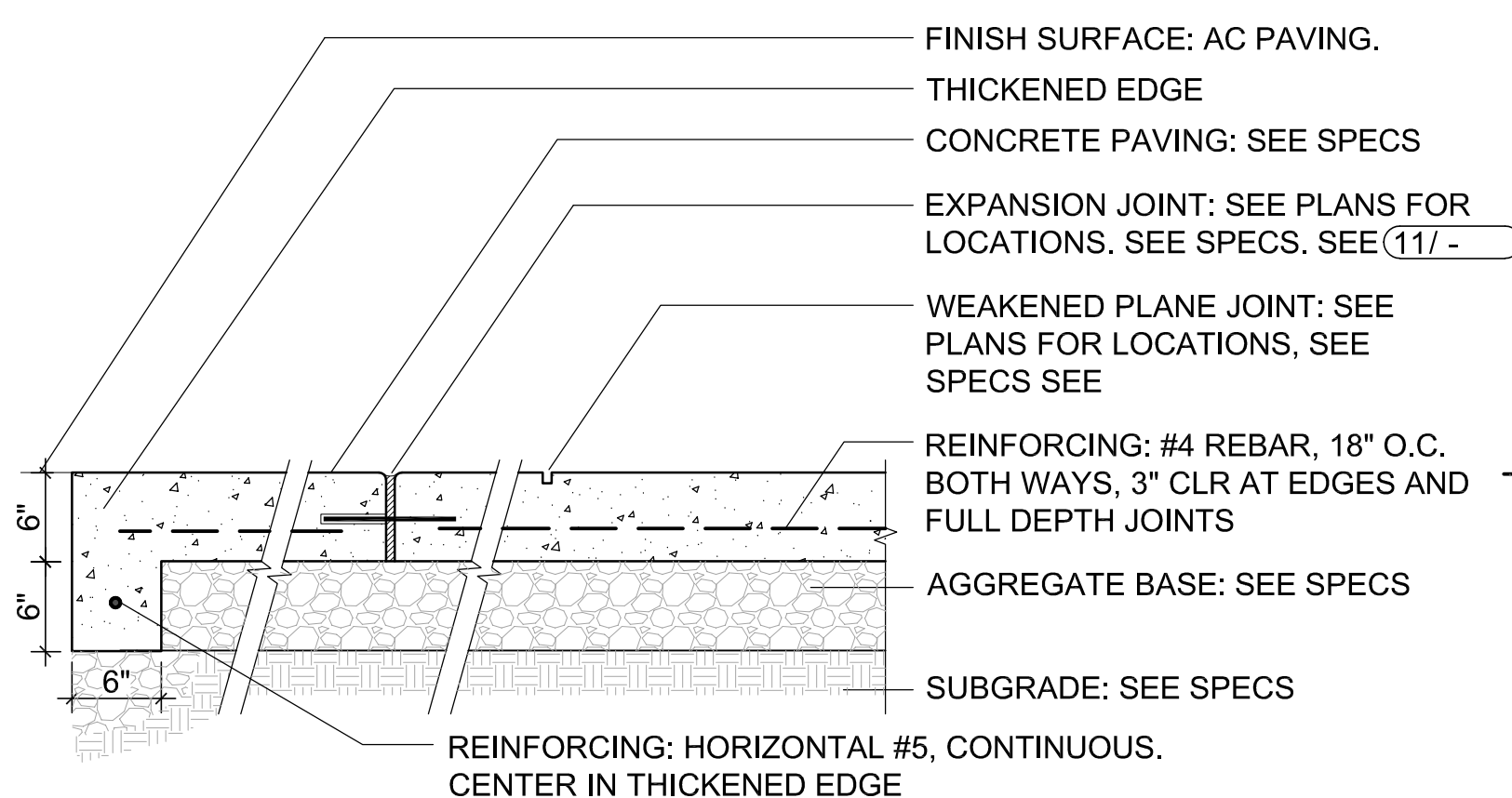
8 Bench/BBQ/Table Footing
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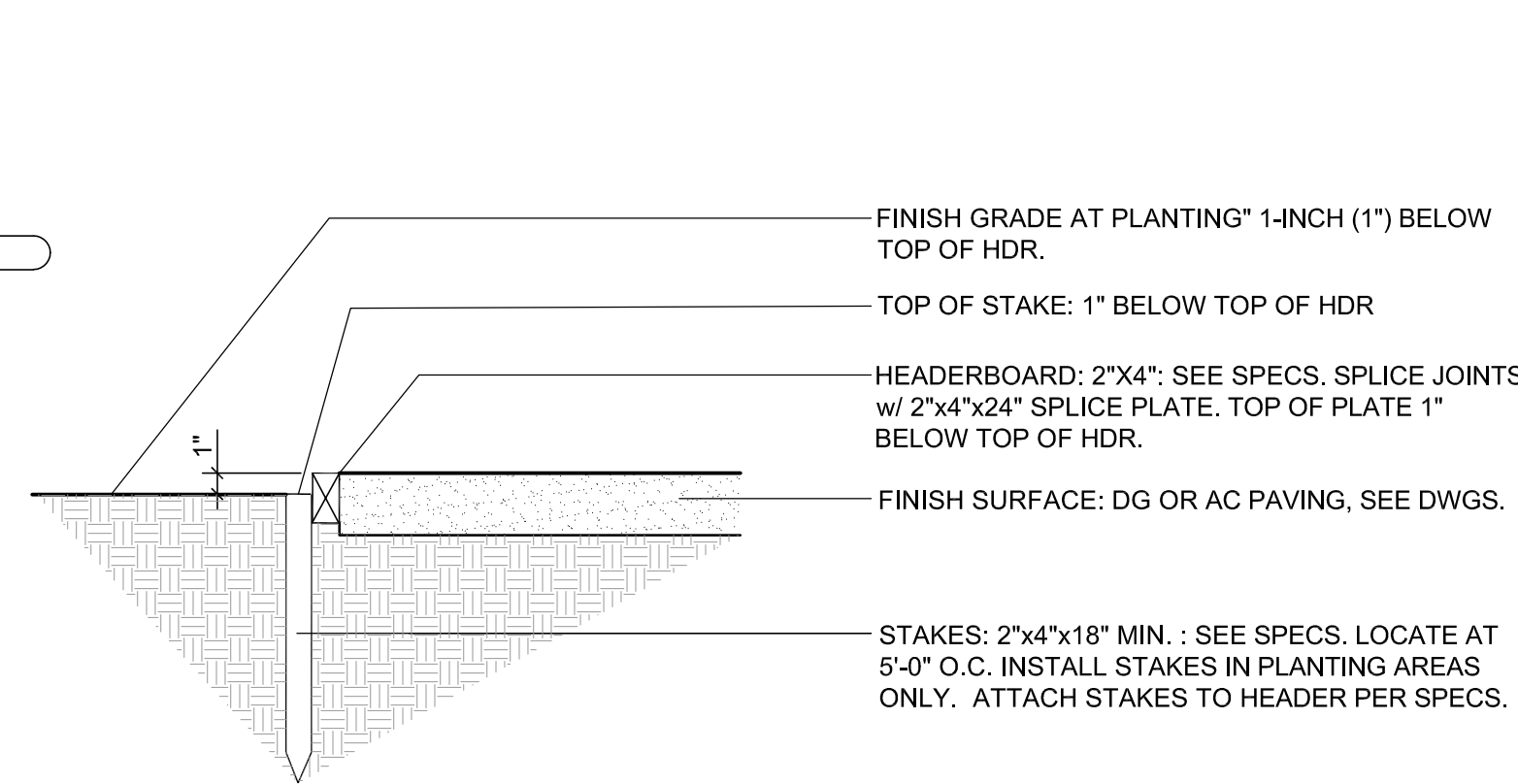
5 Drinking Fountain
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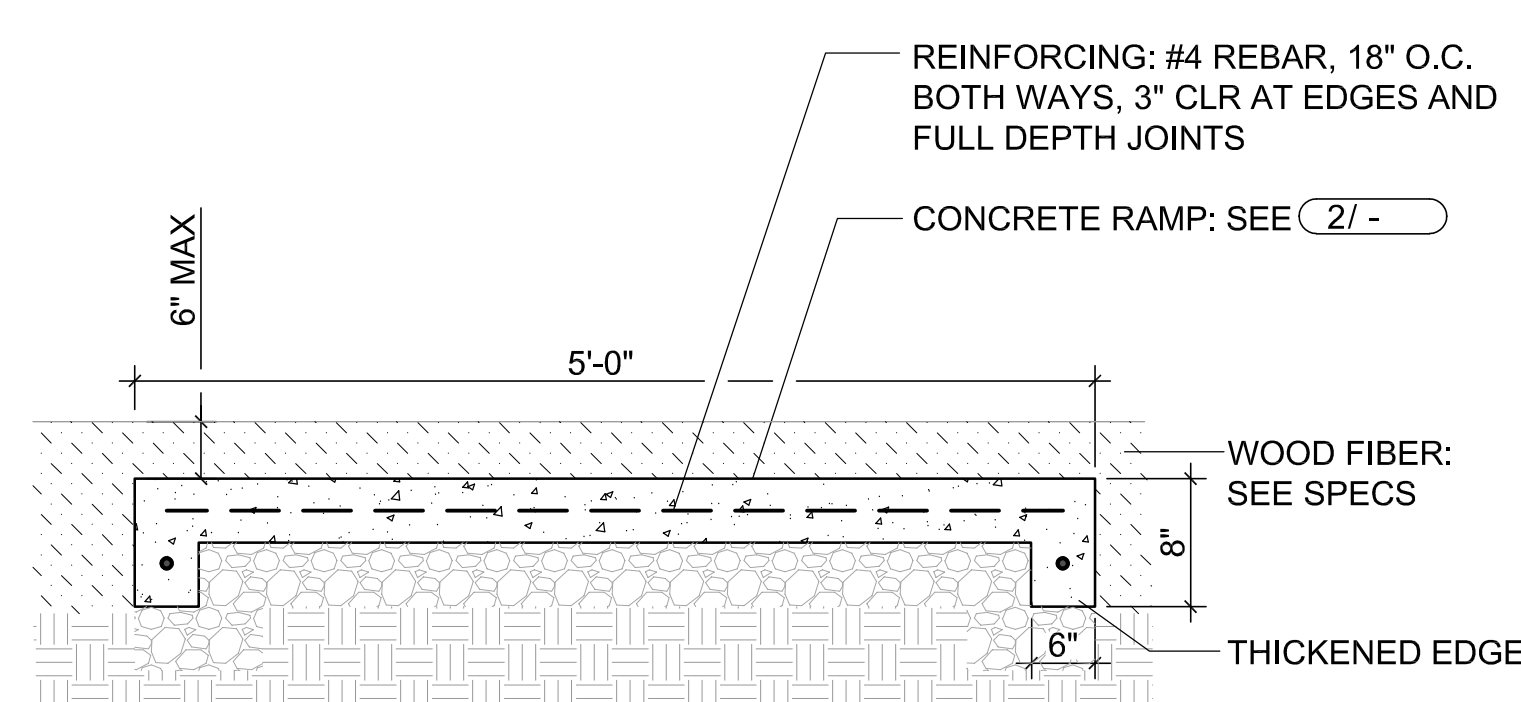
2 Conc Ramp into Engineered Wood Fiber - Section
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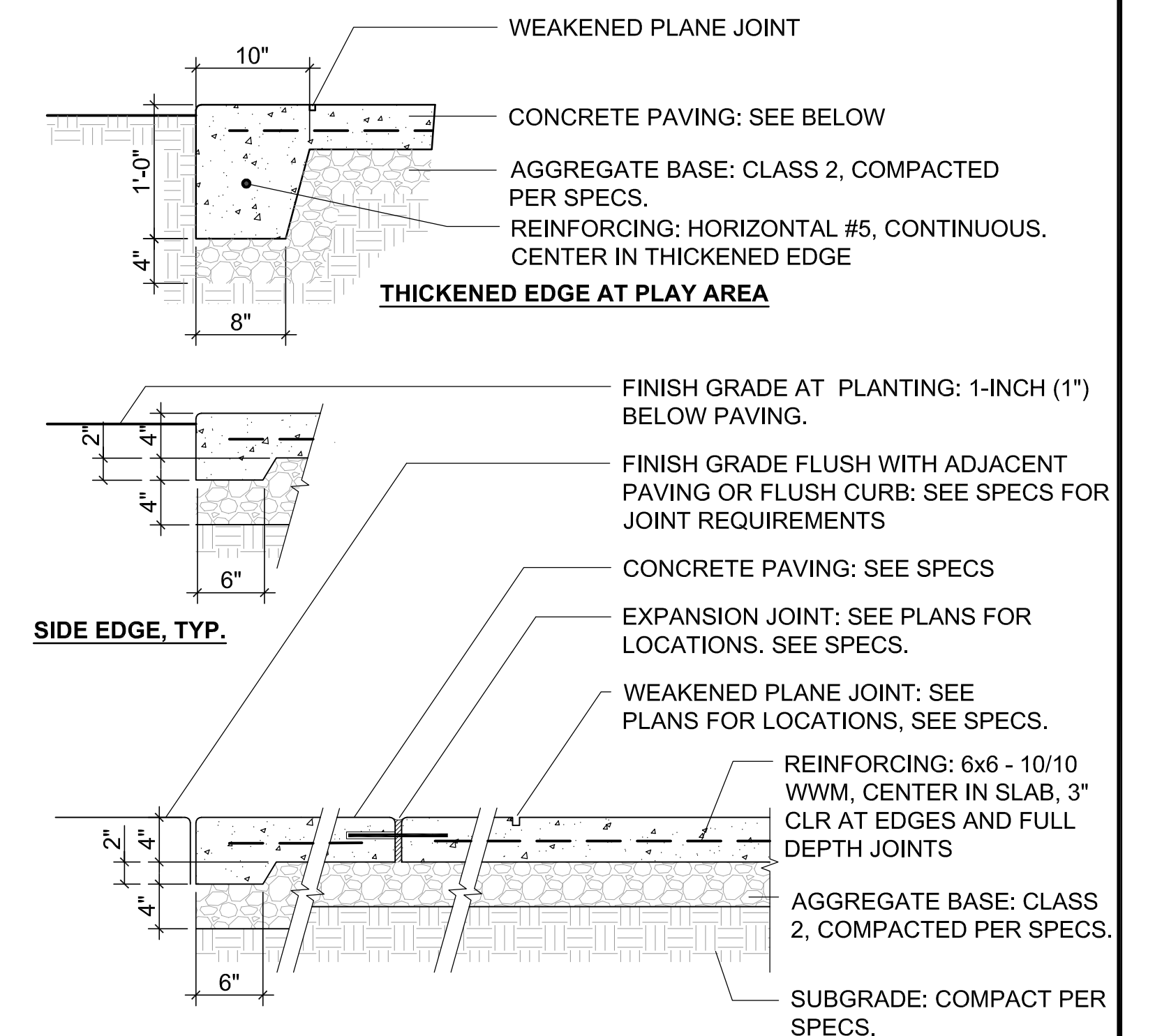
10 Vehicular Concrete Paving
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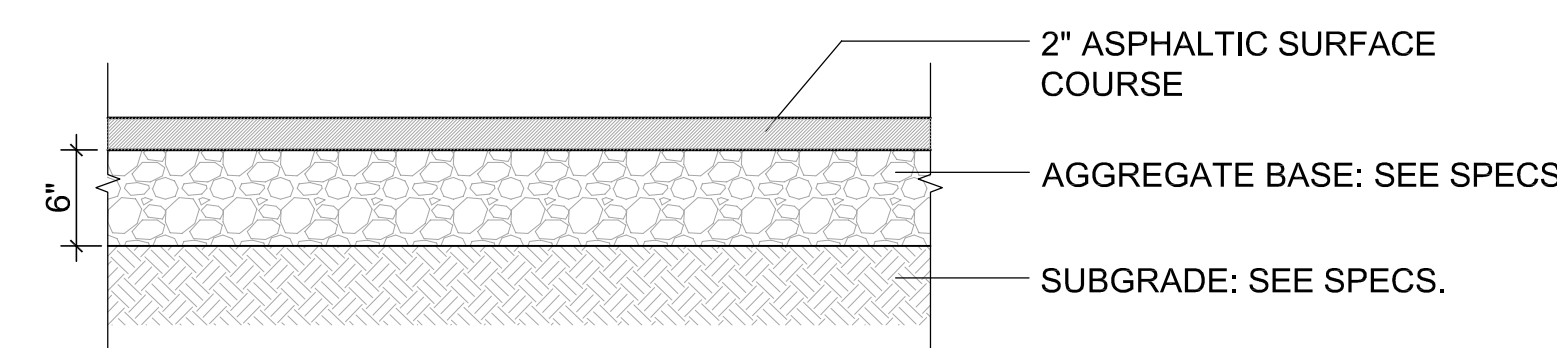
7 Wood Header
NTS



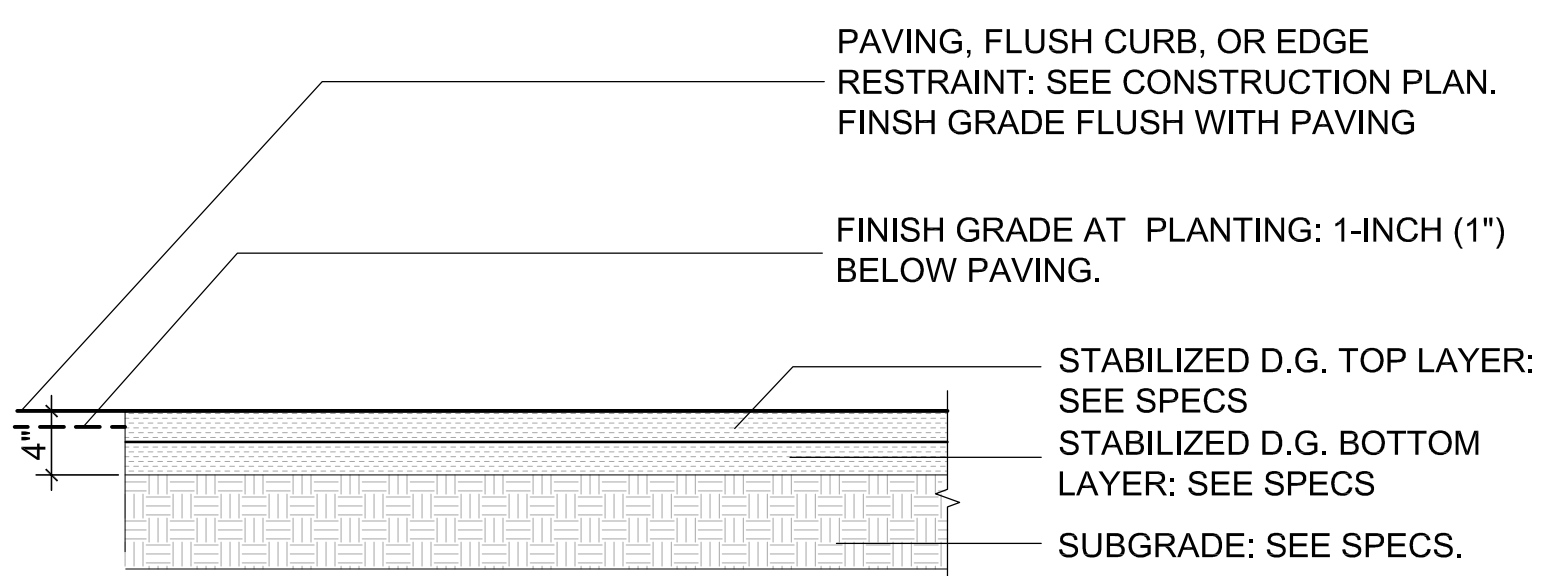
4 Conc Ramp Section
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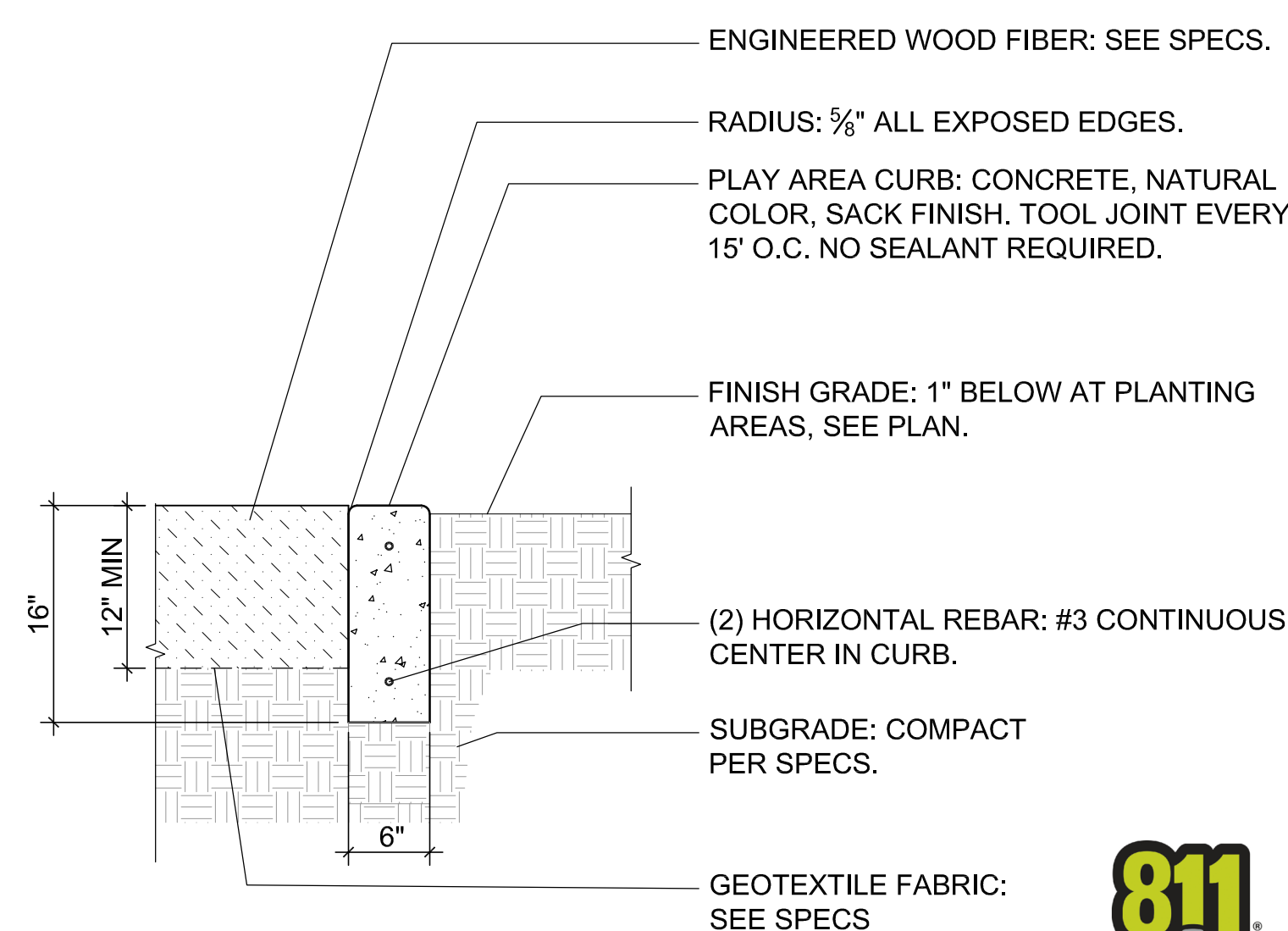
1 Pedestrian Concrete Paving
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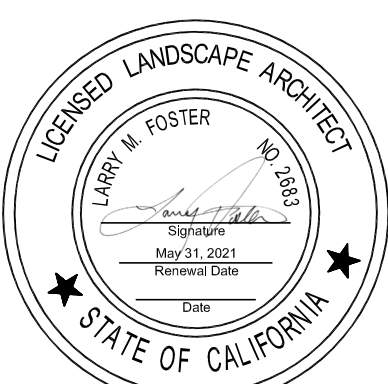
9 AC Paving
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6 Stabilized Decomposed Granite (D.G.) Paving
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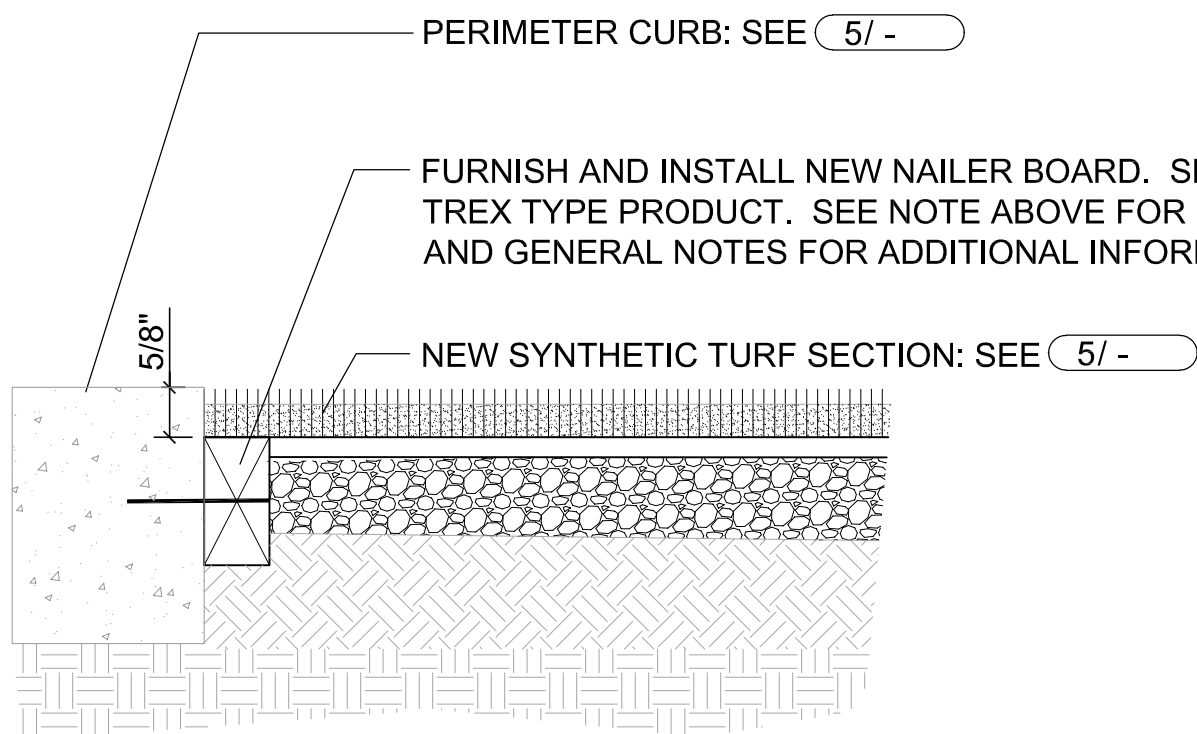


3 Play Area Curb
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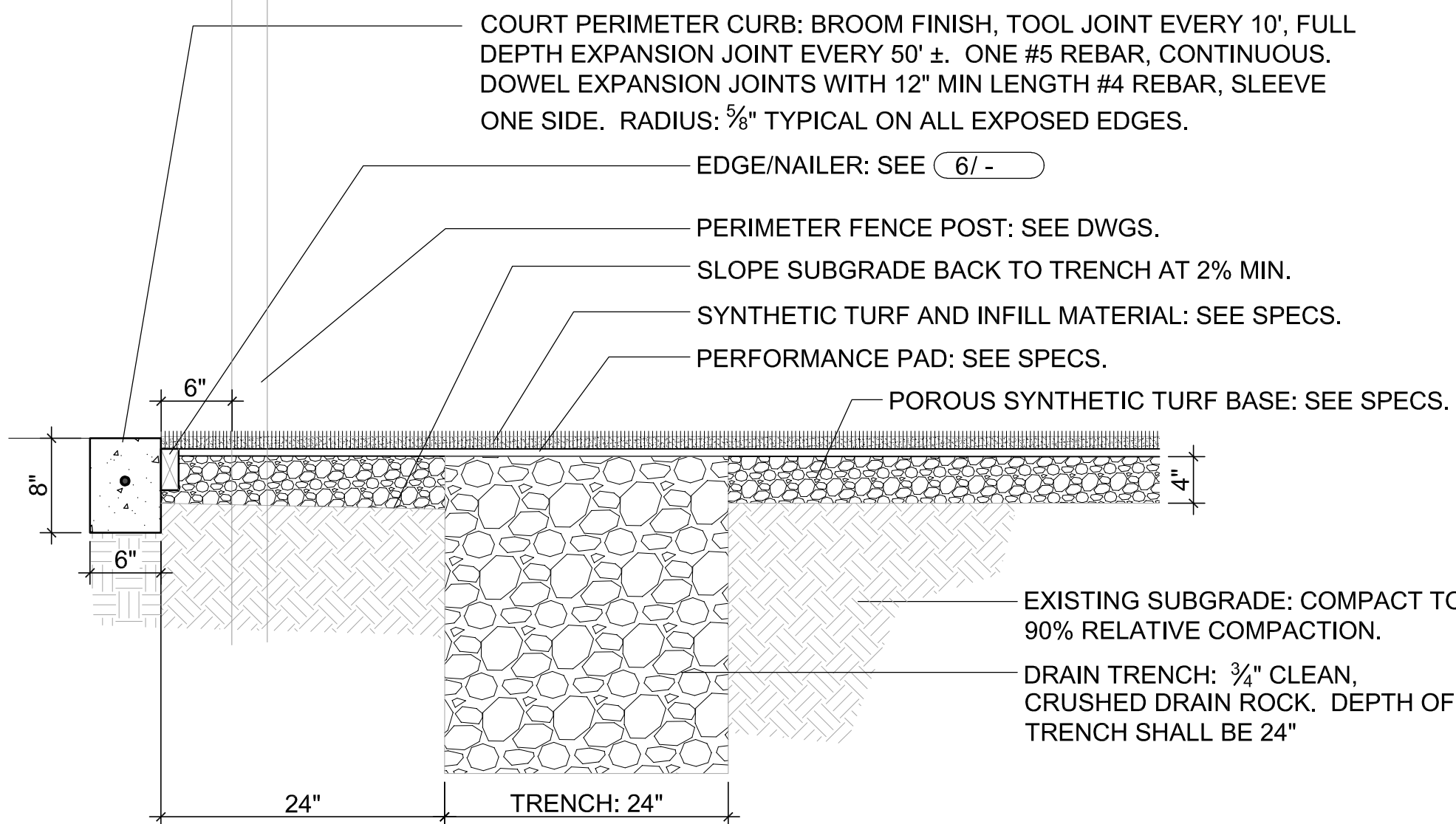


11/12/2019	100% CONSTRUCTION DOCUMENTS	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
DATE	REVISIONS	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: CONSTRUCTION DETAILS		PROJECT NO.
	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS		SHEET NO.
	SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		DWG FILE NO.
SCALE: Shown			2071.14

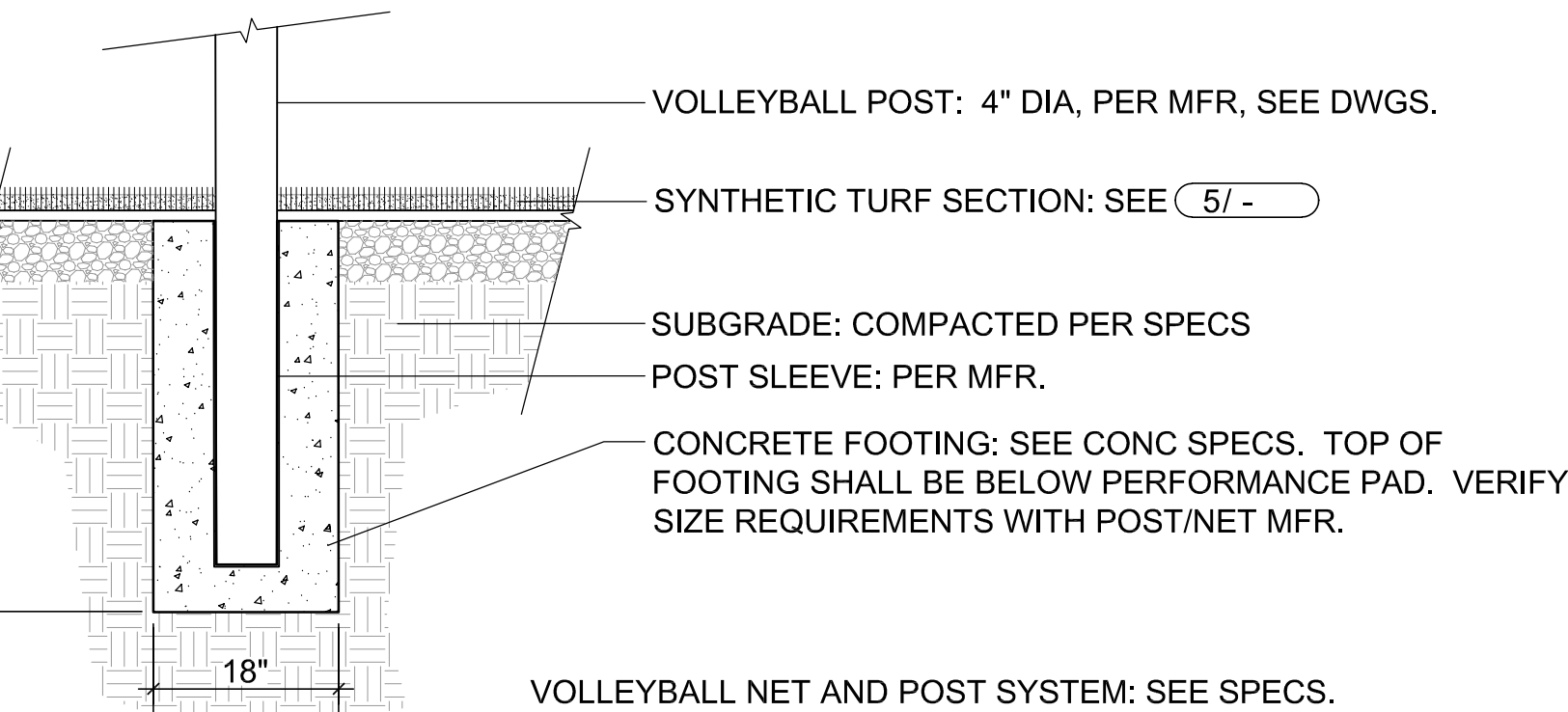
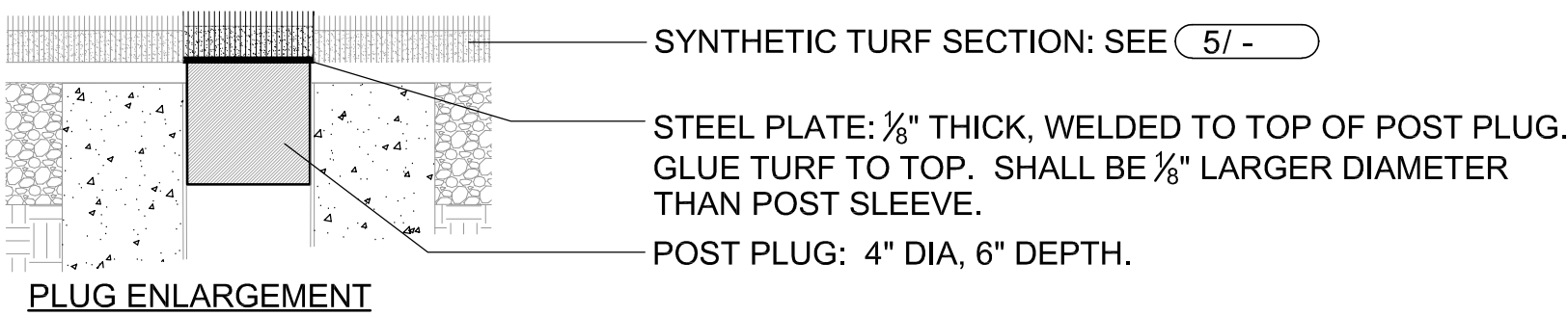
NAILER BOARD INSTALLATION:
THE BOARD SHALL BE INSTALLED TO THE CONC CURB WITH A NAIL GUN AND 3" NAILS, 24" ON CENTER. EACH END OF THE BOARD ON STRAIGHT RUNS, AND INCLUDING THE CENTER ON CURVED RUNS, SHALL BE SECURED WITH A 3/8" DIA, BY 3.5" LONG EXPANSION BOLT WITH LEAD SLEEVE. CORE DRILL INTO CURB AND TIGHTEN BOLT TO THE BOARD. MAINTAIN 1/2" GAP BETWEEN CONSECUTIVE BOARDS FOR EXPANSION. THE NAILER BOARD SHALL BE INSTALLED ON THE ENTIRE EXISTING PERIMETER EDGES OF NEW SYNTHETIC TURF.



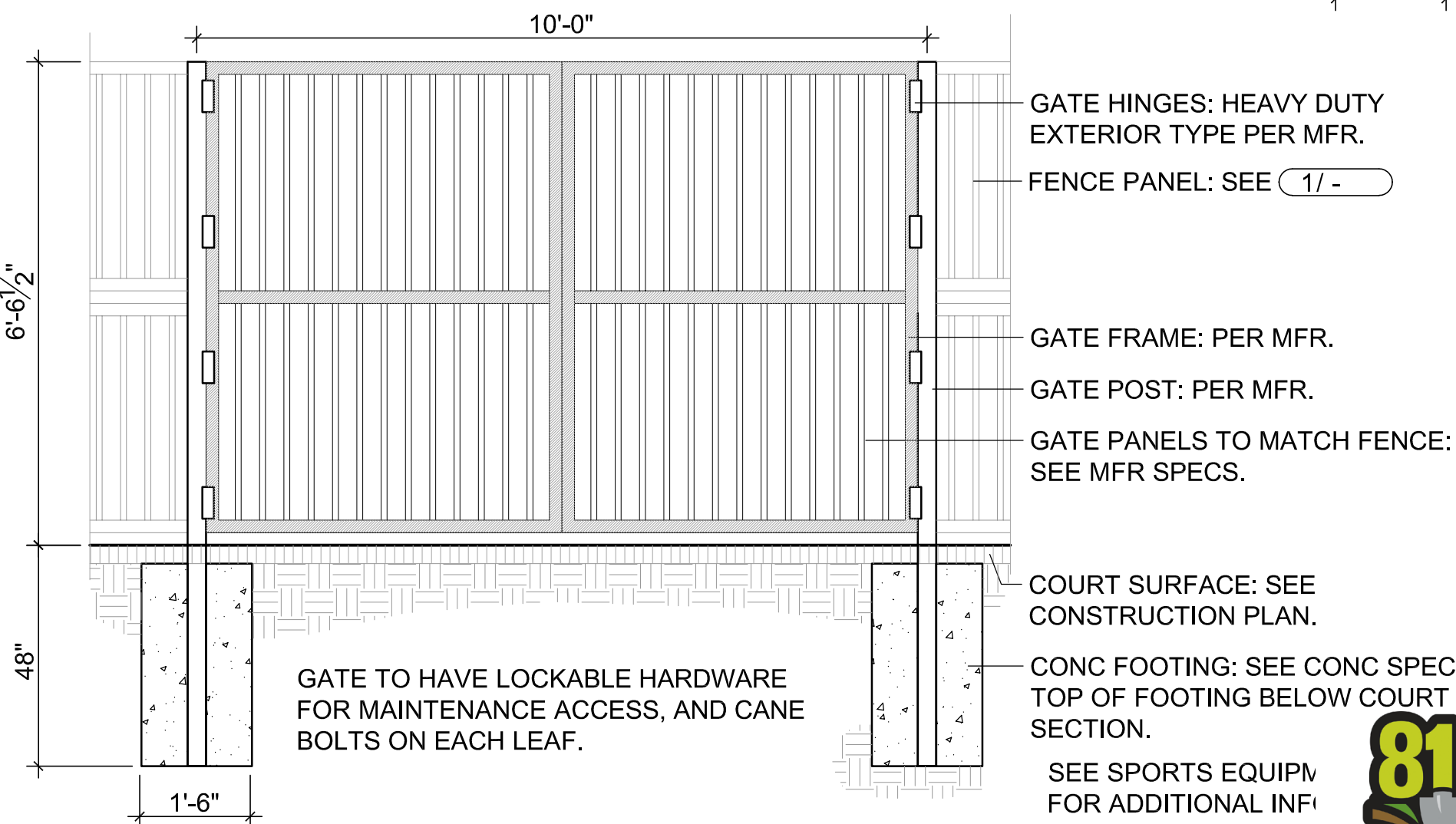
6 Synthetic Turf Nailer
NTS



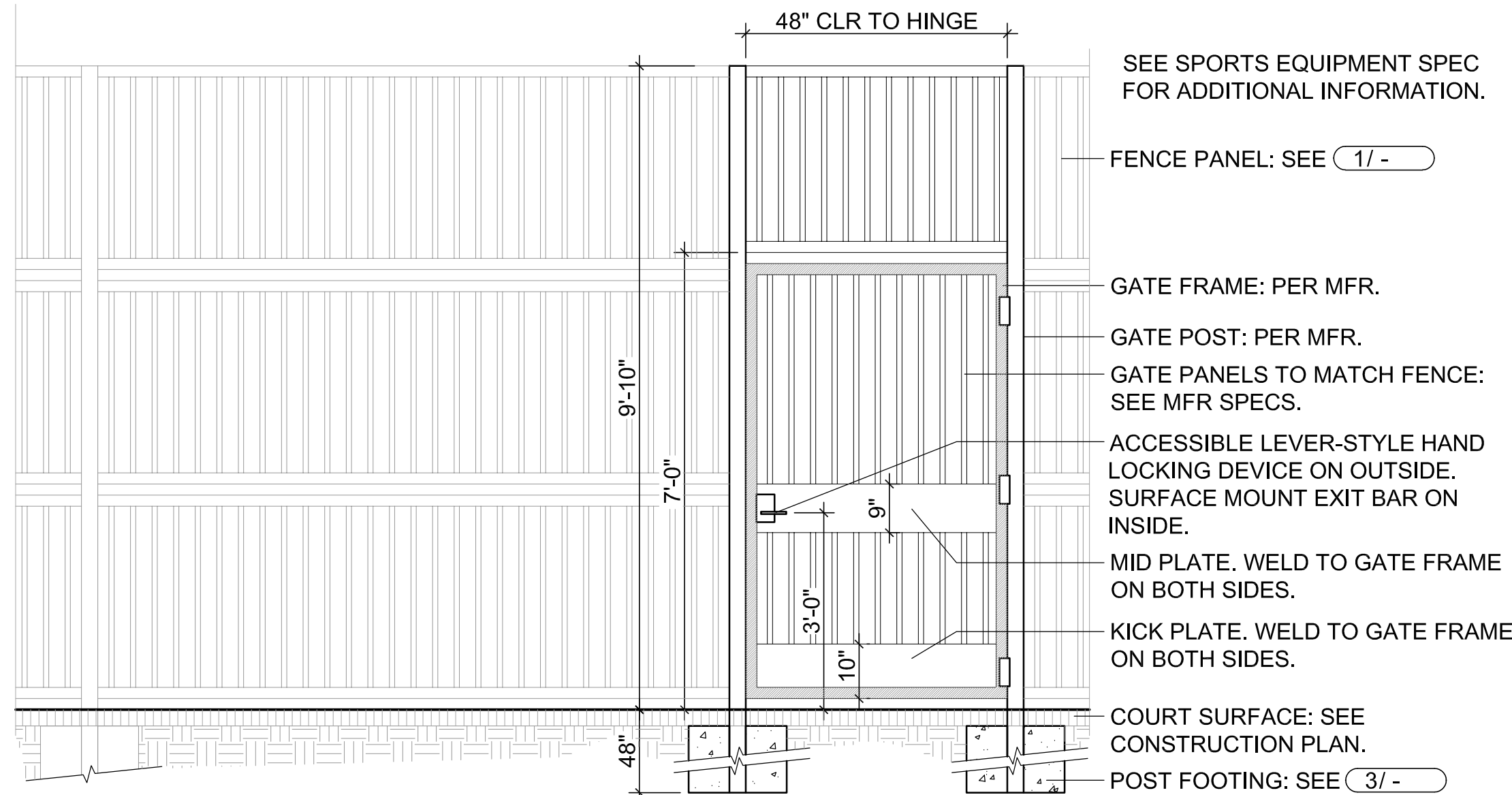
5 Court Synthetic Turf Section
1" = 1'-0"



4 Volleyball Post Footing and Plug
NTS

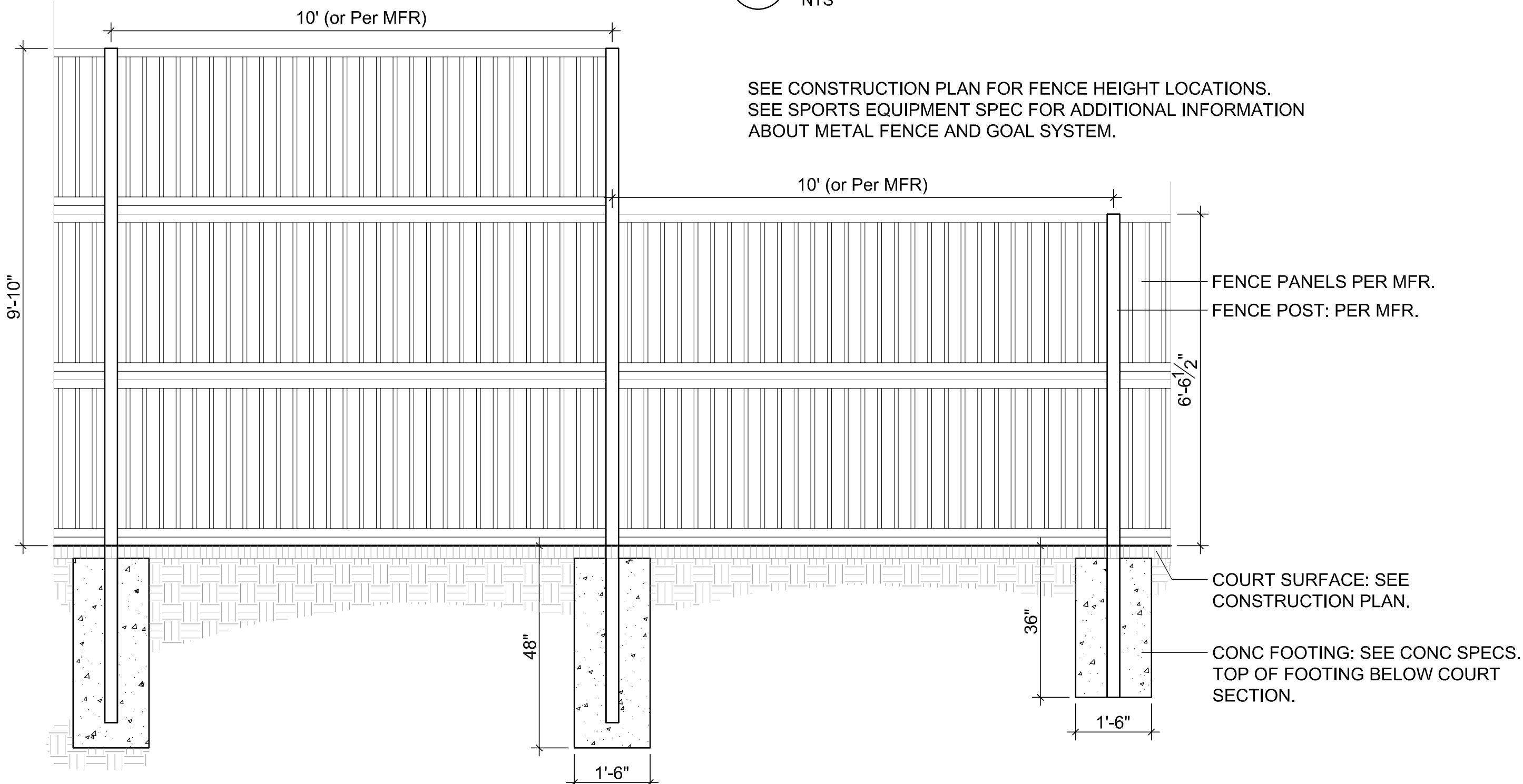


3 Perimeter Fence - Double Gate
NTS



2 Perimeter Fence - Single Gate
NTS

SEE CONSTRUCTION PLAN FOR FENCE HEIGHT LOCATIONS.
SEE SPORTS EQUIPMENT SPEC FOR ADDITIONAL INFORMATION
ABOUT METAL FENCE AND GOAL SYSTEM.

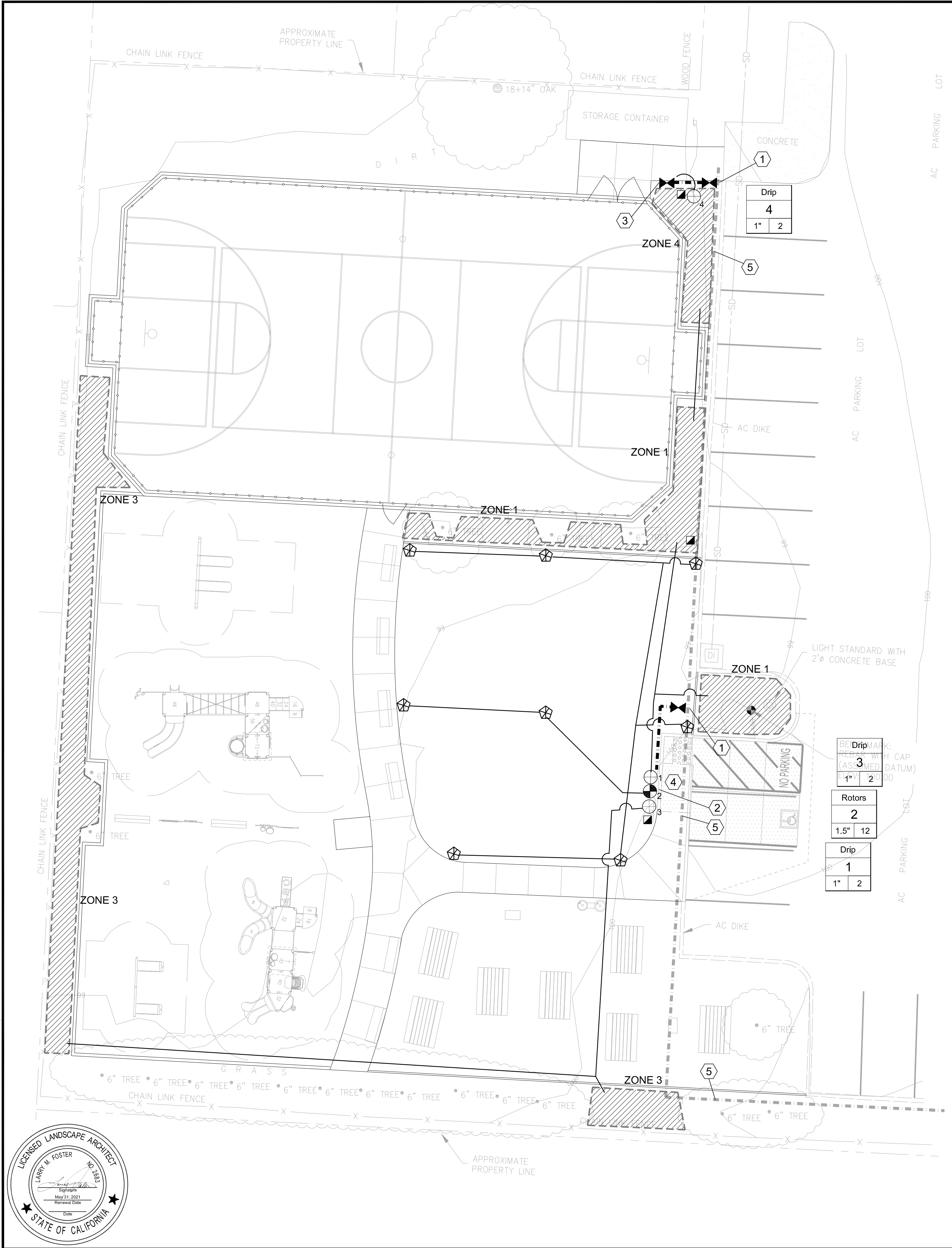


1 Perimeter Fence Elevation
NTS

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	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: CONSTRUCTION DETAILS	PROJECT NO.
SCALE: Shown	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	SHEET NO. 8
		DWG FILE NO. 2071.14







LEGEND

SYMBOL	MANUFACTURER	DESCRIPTION
		Main Line: 1.5" size, 24" minimum cover. Sch/Class for pipe / fittings per Specs.
		Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under AC paving Sch/Class per Specs. See chart for size.
	Rainbird / Hunter / Toro	PEB / ICV / P-220 Remote Control Valve: Size as shown. Regulating: Set downstream pressure to 50 psi.
	Rainbird / Toro	3/4" Quick Coupler. Single lug, 2-pc body, locking cover.
	King Brothers (kbi)	Full Port, True Union, PVC Ball Valve: Line Size

LEGEND - ROTORS

SYMBOL	MANUFACTURER / DESCRIPTION	MODEL/DESCRIPTION	PSI	GPM	RAD	PRECIP In/hr
	Hunter	I-20-06-SS-1.5	45	1.5	31'	

LEGEND - DRIP IRRIGATION

SYMBOL	MANUFACTURER	DESCRIPTION
		POINT-SOURCE: 1" I.D. PVC Flex Hose supply pipe & 1/2" I.D. PVC Flex Hose distribution pipes. See Specs. See Irrigation Details. Emitters: 1/2" FPT, 2.0 GPH pressure compensating w/ check-valve. Salco Pro-Spec / GPH Specflow. Manual flush valve at end of each branch of supply pipe. Hunter Eco-Indicator at furthest end of each zone. See Schematic Irrigation Diagram.
	Rainbird / Hunter	PEB / ICV Remote Control Valve: Size as shown on plan.
	Netafim	Disc Filter, 120-140 mesh
	Netafim	3/4" @ 1" valves or 17 GPM max at manifold
	Netafim	1" @ 1-1/2" valves up to 26 GPM max
	Netafim	1-1/2" @ 1-1/2" valves or 35 GPM max at manifold
	Netafim	1" In-line Wide Range Pressure Regulator (0.5 - 35 GPM) 40 PSI preset up to 4.4 GPM. 50 PSI preset over 4.5 GPM

DRIP IRRIGATION POINT SOURCE TYP. SCHEMATIC DIAGRAM

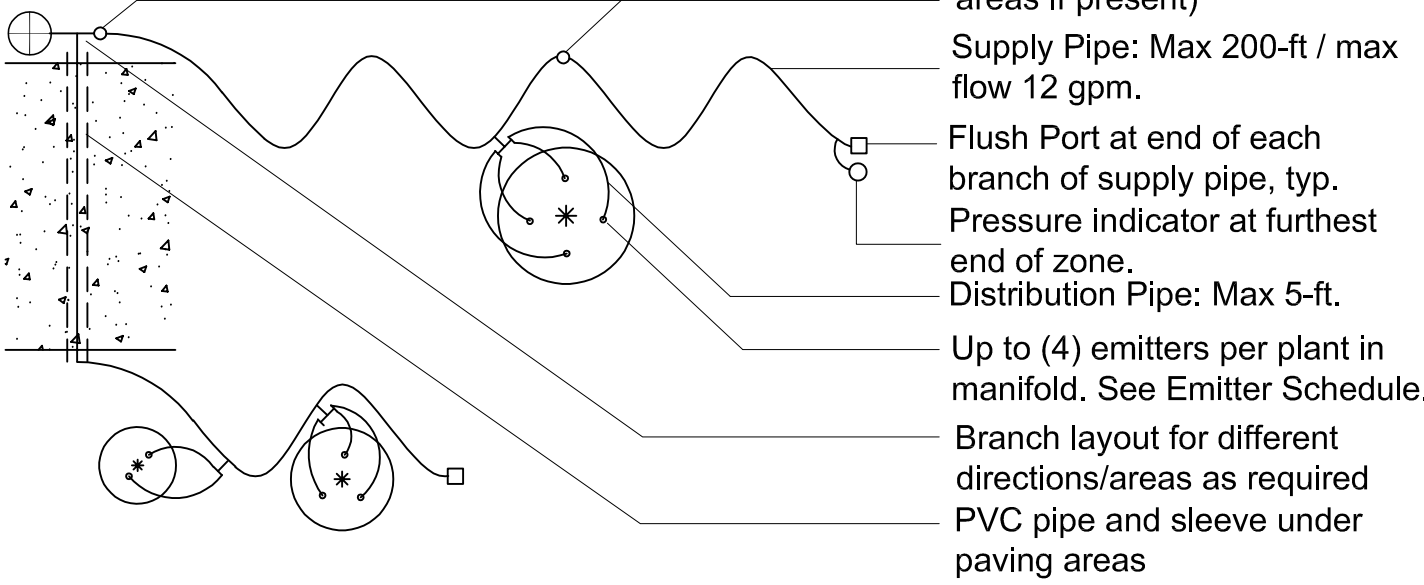
See planting plan for plant sizes and locations. Flex PVC supply and distribution pipe alignments per requirements of planting. Install emitters per Emitter Schedule, and allow for additional ports to each plant for future needs. Locate emitters towards the uphill side of plants on slopes. See irrigation details.

EMITTER SCHEDULE	
1 gal.	1
5 gal.	2
15 gal.	3
24" box	4

GENERAL NOTES

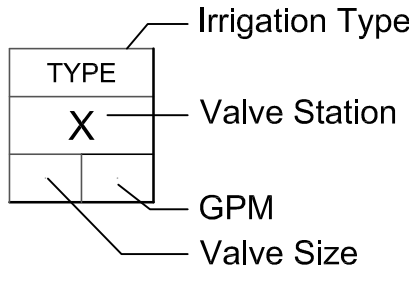
- 1. GUARANTEE:**
Guarantee the irrigation system for one year from date of acceptance.
- 2. VERIFICATION:**
For existing systems design is based on 90 PSI available, and 35 GPM allowable based on pipe size, at discharge outlet of backflow preventer. Verify same and notify Owner's Representative if such data adversely affects the operation of the system. Such notice shall be made in writing and prior to commencing any irrigation work.
- 3. UTILITIES:**
Verify location of all on-site utilities. Preserve and protect all such utilities unless otherwise noted. Restore damaged utilities to the satisfaction of the Owner's Representative, and at no additional cost to the Owner.
- 4. EXISTING IRRIGATION**
Raise or lower existing irrigation assemblies and boxes, unless noted to be demolished, to proposed grades and install as shown on the Irrigation Details, at no additional cost to the Owner. Maintain and troubleshoot existing irrigation circuits and valves in use and noted to be preserved, throughout the construction period at no additional cost to the Owner.
- 5. SCHEMATIC:**
System features are shown schematically for graphic clarity. Install all piping and valves in common trenches where feasible and inside planting areas adjacent to walkways and inside medians whenever possible.
- 6. SPECIFICATIONS:**
See irrigation specifications for additional information.
- 7. CODES:**
Irrigation system shall be installed in accordance with all local codes and manufacturer's specifications. Notify Owner's Representative by telephone and in writing of any conflicts prior to installation.
- 9. QUICK COUPLING VALVES:**
Install on double swing joint. Locate 12" away from edge of walks, walls, curbs, and headerboards within planting areas. Provide one swivel, hose ell.
- 10. CHECK VALVES:**
Install in-head check valves for sprinklers, and in-line check valves in drip irrigation supply lines, as required to minimize line drainage. Allow in bid price an amount sufficient to provide and install additional check valves to accommodate any necessary field changes.
- 11. BORING**
Jet bore or directional bore under existing rigid paving areas. Do not trench across unless specifically shown on the Drawings and/or approved in writing by the Owner's Representative.
- 12. SLEEVING:**
Sch. 40 PVC pipe for all wiring and irrigation lines installed under paving areas and that pass through drainage trenches with drain rock. 4-inch dia. or twice the aggregate diameter of all pipes contained within the sleeve, whichever is greater. Install (with ends clearly marked above grade) at the necessary depth prior to the construction of paving areas or field bases. Sleeving to extend 12" from edge of paving or drainage trench into adjacent subgrade. No unsleeved piping, angle-bends, 90-degree bends, or joints shall be allowed under paving.

FLEX-PVC PIPE TYPICAL LAYOUT (See Details & Specs)



PIPE SIZING CHART - SCHEDULE 40

ROTORS & DRIP SUPPLY LINES	
Zone / Partial Zone Flow	Pipe Size
0-10 GPM	PVC 1"
10-22 GPM	PVC 1-1/4"
22.1-30 GPM	PVC 1-1/2"



MWELO COMPLIANCE STATEMENT

I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan.

	Larry Foster	2683	XX-XX-20XX
Signed	Name	CLA#	Date

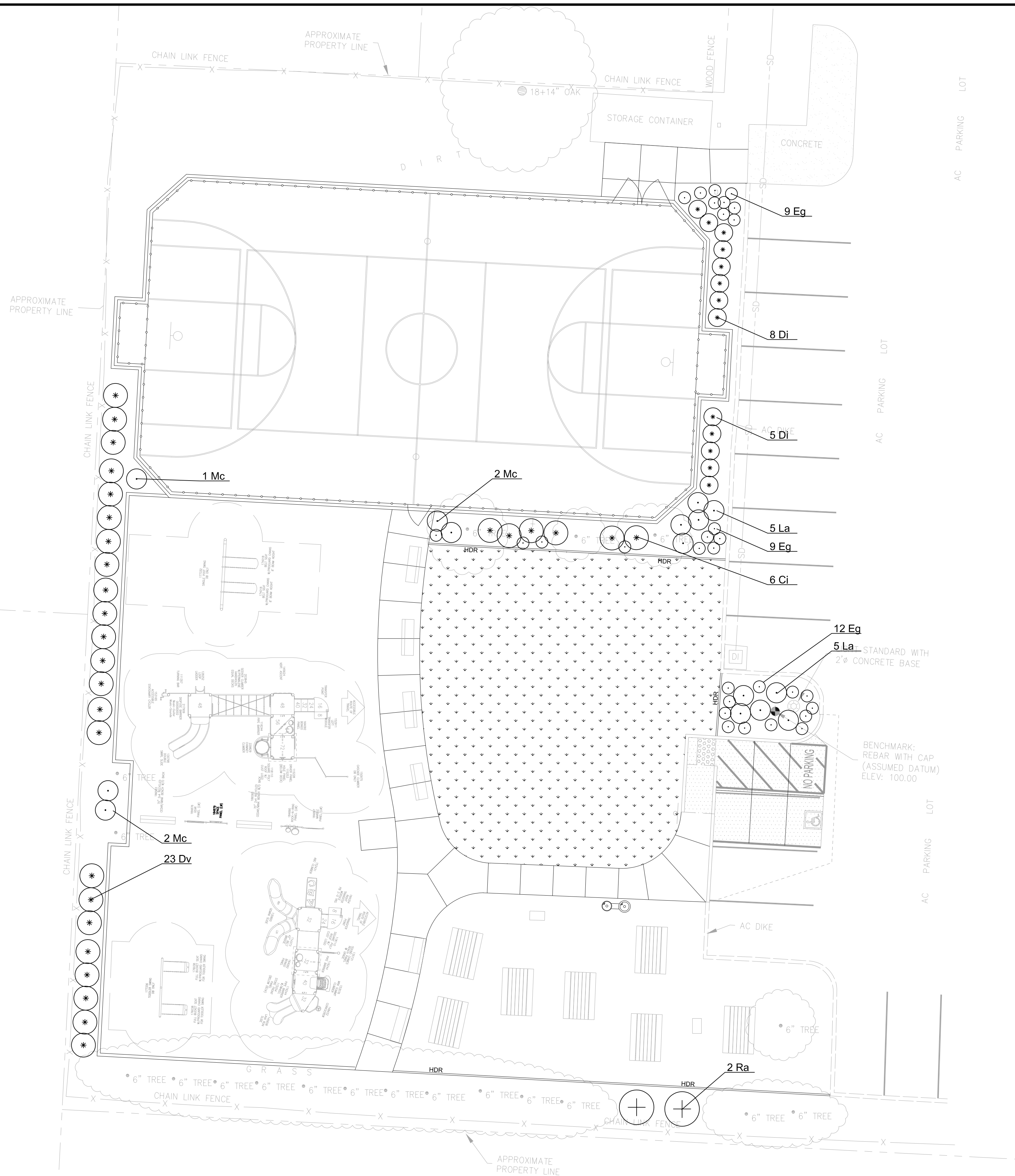
REFERENCE NOTES

- 1** Point of connection (POC) at existing mainline. Install new shut off valve.
- 2** Install new valves per Valve Manifold Detail [5/12](#)
- 3** Irrigation stub-out: See detail [5/13](#)
- 4** Connect new valves to existing valve wires at POC. Splice in new valve boxes. Install one hot and one common wire to new valve #4.
- 5** Existing 1.5" irrigation mainline to remain in place.

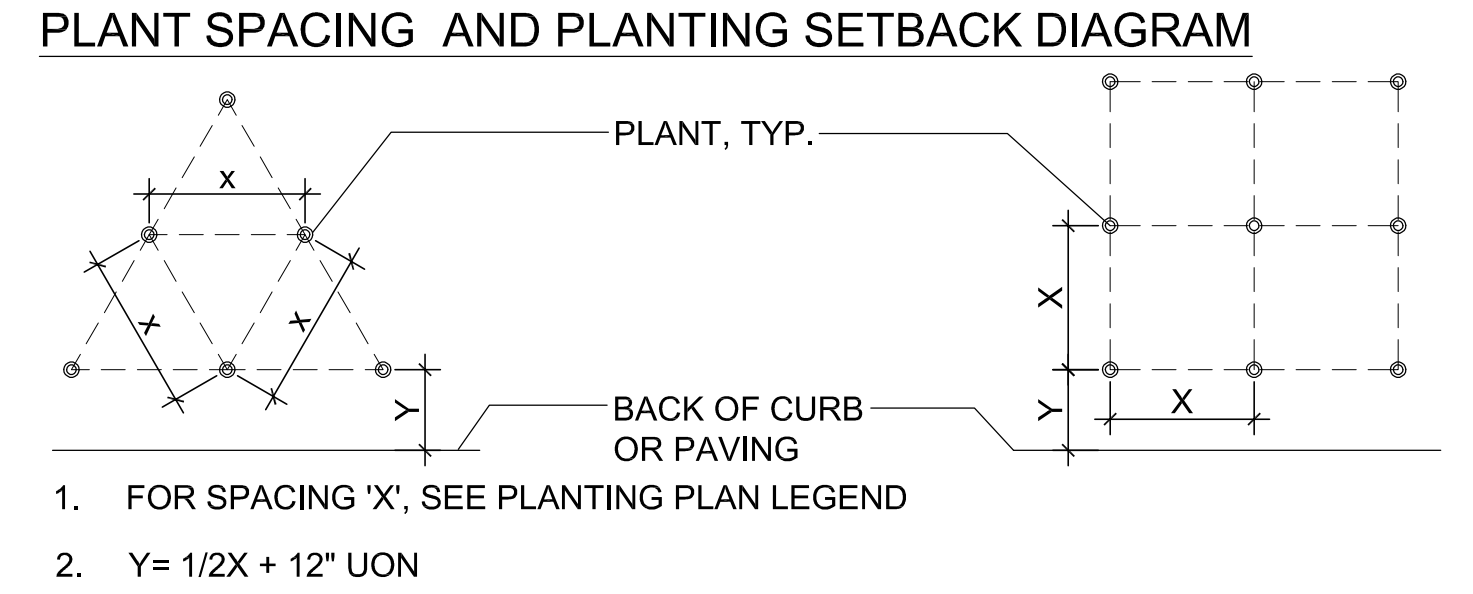
- 13. HEAD ALLOWANCE:**
Allow in bid price an amount sufficient to provide and install an additional 5 sprinkler heads of each type specified on plan to accommodate field changes. These heads shall be located as directed by the Owner's Representative. Deliver to the owner any unused additional heads at the end of the maintenance period.
- 14. FIELD VERIFICATION:**
Field verify dimensions of all planting areas to receive sprinkler irrigation. Determine nozzle pattern (1/2 head, 1/4 head, Adjustable Arc, etc.) based on field conditions. Adjust all nozzles in field for optimal coverage and to prevent overspray onto walks, paved areas, buildings, etc.
- 15. VALVE TUNING**
For sprinkler circuits adjust flow control on valves, if required, to optimize coverage and minimize misting.
- 16. POP-UP HEIGHT:**
Use 6" pop-up sprays in turf areas and 12" pop-up sprays in the remaining planting areas, unless otherwise noted. See Legend for Pop-up rotor height.
- 17. POP-UP LOCATION:**
Distance of pop-up sprinkler from paving or headerboard is equal to:
 - Minimum 24" if adjacent non-permeable surface drains away from planting.
 - 2" Pop-up height if adjacent non-permeable surface drains entirely to planting.
 - 2" Pop-up height if adjacent surface is permeable and no runoff occurs.
- 18. PRESSURE REGULATION**
All sprays shall be installed with pressure regulating screens (PRS).
- 19. DRIP VALVES**
Group drip valve run times together to ensure a minimum flow of 2 GPM as required by the flow sensor. Suggested grouping chart will be provided prior to Final Completion.
- 21. EX CONTROLLER:** See Irrigation Details for existing controller location.
- 22. PROGRAMMING / SCHEDULING:**
 - ET Controllers: Prior to the end of the maintenance period, program the controller per manufacturer's directions.
 - Adjust irrigation times for bio-retention soil areas to account for higher percolation rates
 - For sprinklers, provide at least three start times for turf and two start times for shrubs if over 5 minutes in length for any one station. Turf and shrubs shall be on separate programs. Shrubs shall be separated into two programs, one for sun valves, one for partial shade to shade valves.
- 23. FLUSH (E) MAIN:**
Upon completion of connection to (E) main, allowing for solvent setup, flush main line and existing main by flushing nearest quick coupler downstream of P.O.C. on existing main.

11/12/2019	100% CONSTRUCTION DOCUMENTS	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
SHEET TITLE:	IRRIGATION PLAN	PROJECT NO.
PROJECT TITLE:	ELLIS PARK IMPROVEMENT PLANS	SHEET NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		10
SCALE: Shown		DWG FILE NO. 2071.14





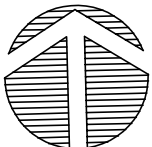
PLANT LEGEND				
*WUC	CODE	BOTANICAL NAME	COMMON NAME	SIZE
Shrubs				
L	Ci	Cistus species	Rockrose	5 gal
L	Di	Dietes bicolor	Fortnight Lily	5 gal
L	Dv	Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush	5 gal
L	Eg	Erigeron glaucus	Seaside Daisy	1 gal
L	La	Lavendula angustifolia	English Lavender	1 gal
L	Mc	Muhlenbergia capilaris	Pink Muhly	1 gal
L	Ra	Rhamnus alaternus	Italian Buckthorn	5 gal
Bioswale				
M	Sc	Scirpus cernuus	Fibre Optic Grass	1 Gal. 36" OC
L	Jp	Juncus patens	California Gray Rush	1 Gal. 36" OC
Lawn Sod: See Specs.				2,395 SF
Headerboard: See 7/7				

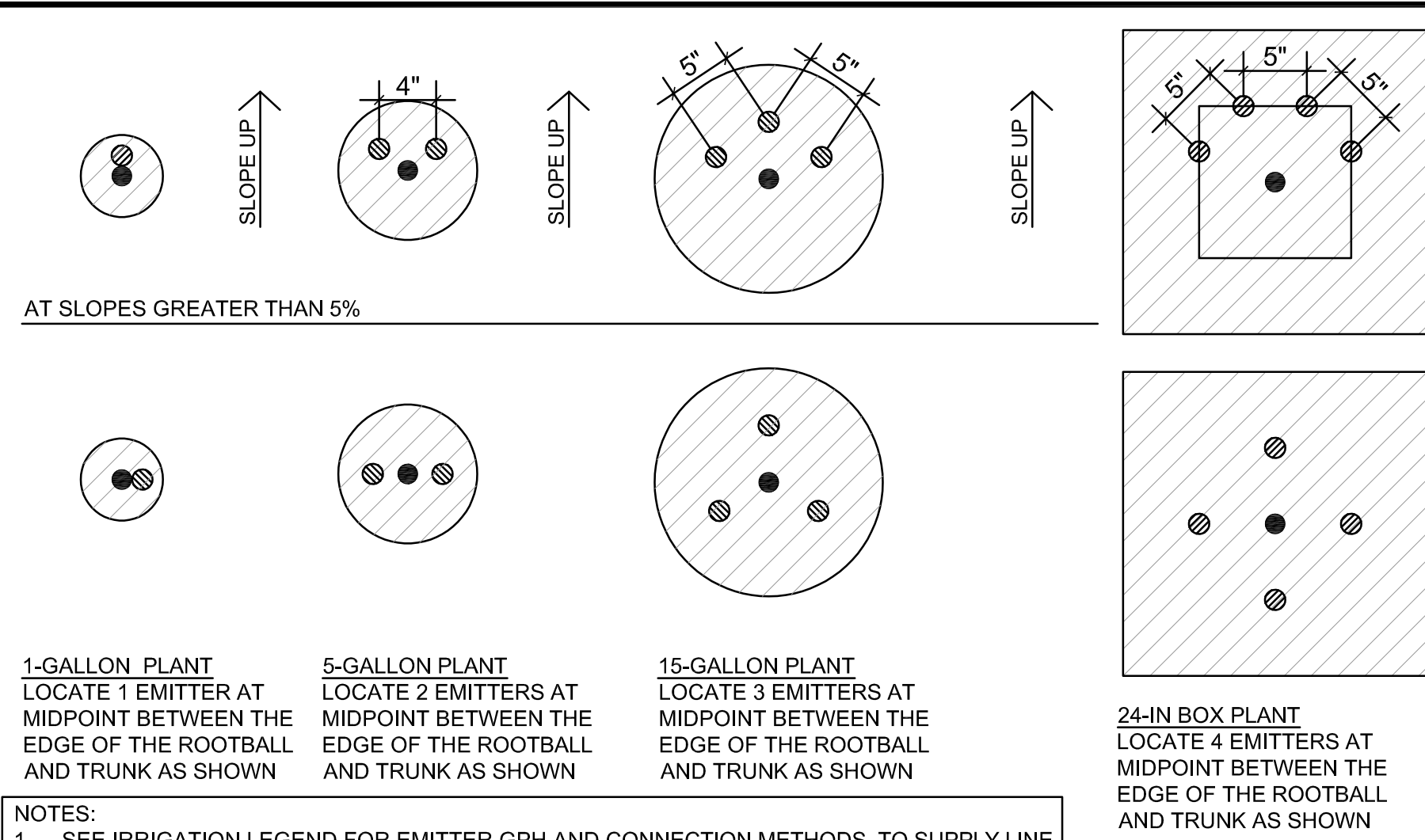


* WATER USE CATEGORY (WUC) KEY
WUCOLS Region Applicable to this Project: REGION 1 H = High; M = Moderate; L = Low; VL = Very Low; NL = Species Not Listed * from: Water Use Classification of Landscape Species, A Guide to the Water Needs of Landscape Plants (WUCOLS) Revised 2014, University of California Cooperative Extension, L.R. Costello, K.S. Jones
GENERAL NOTES
1. Landscape Architect to approve plant material BEFORE plant layout commences. 2. Landscape Architect to approve layout of all plants BEFORE planting commences. 3. Apply pre-emergent herbicide to all planting areas, See Specifications. 4. Prepare, amend, and fertilize existing soil per Specifications. Import topsoil per Specifications. 5. Install header board / edge restraint per detail. See Specifications. 6. Pre-mix amendments into soil before backfilling plant pits - do not mix inside pits. Break large clods into small pieces. See Specifications. 7. Plant shrubs and groundcovers per detail 6/13. See Spacing Diagram. 8. Install mulch to all planting areas. See Specifications for thickness. 9. See Specifications for Maintenance Period.

MWEO COMPLIANCE STATEMENT			
I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the landscape design plan.			
	Larry Foster	2683	XX-XX-20XX
Signed	Name	CLA#	Date

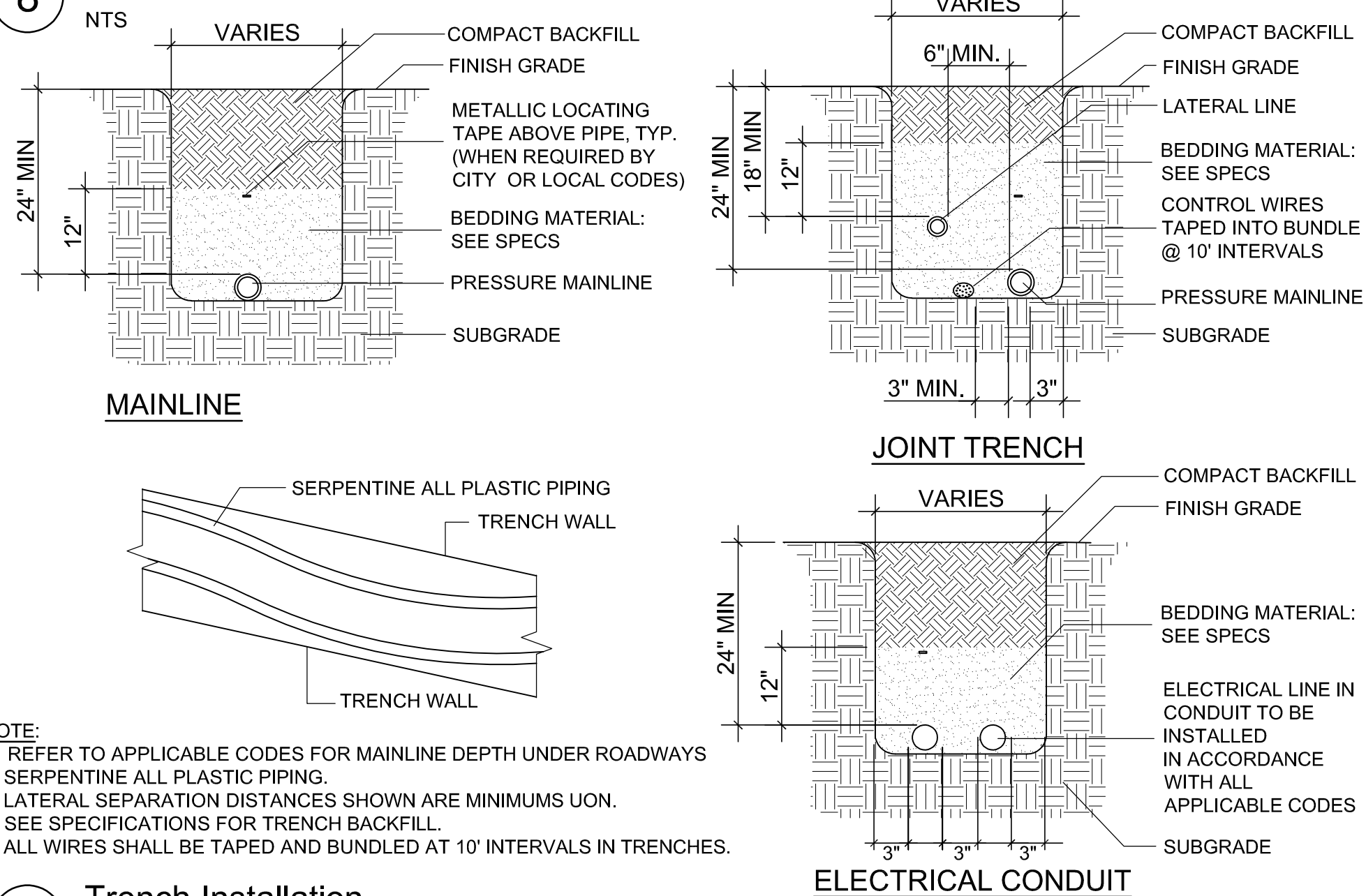
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DATE	REVISIONS	
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	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: PLANTING PLAN	PROJECT NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	SHEET NO. 11
SCALE: Shown		DWG FILE NO. 2071.14





- NOTES:
1. SEE IRRIGATION LEGEND FOR EMITTER GPH AND CONNECTION METHODS TO SUPPLY LINE
 2. SEE SPECS FOR SUPPLY & DISTRIBUTION PIPE
 3. FOR PLANTS LARGER THAN 24" BOX, USE SOAKER HOSE OR SUB-SURFACE IRRIGATION AS SHOWN ON THE PLANS.

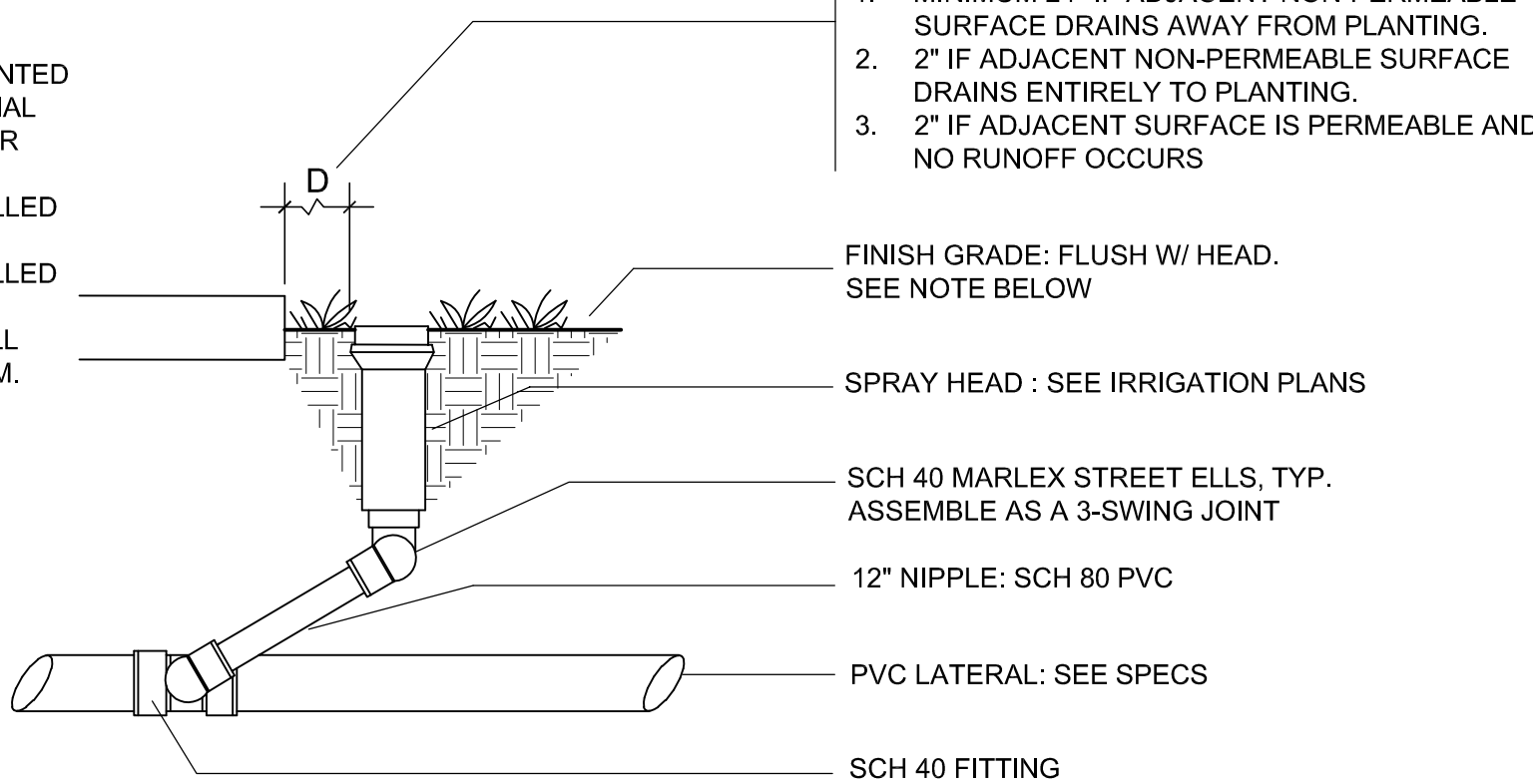
8 Drip Irrigation: Emitter Layout



7 Trench Installation

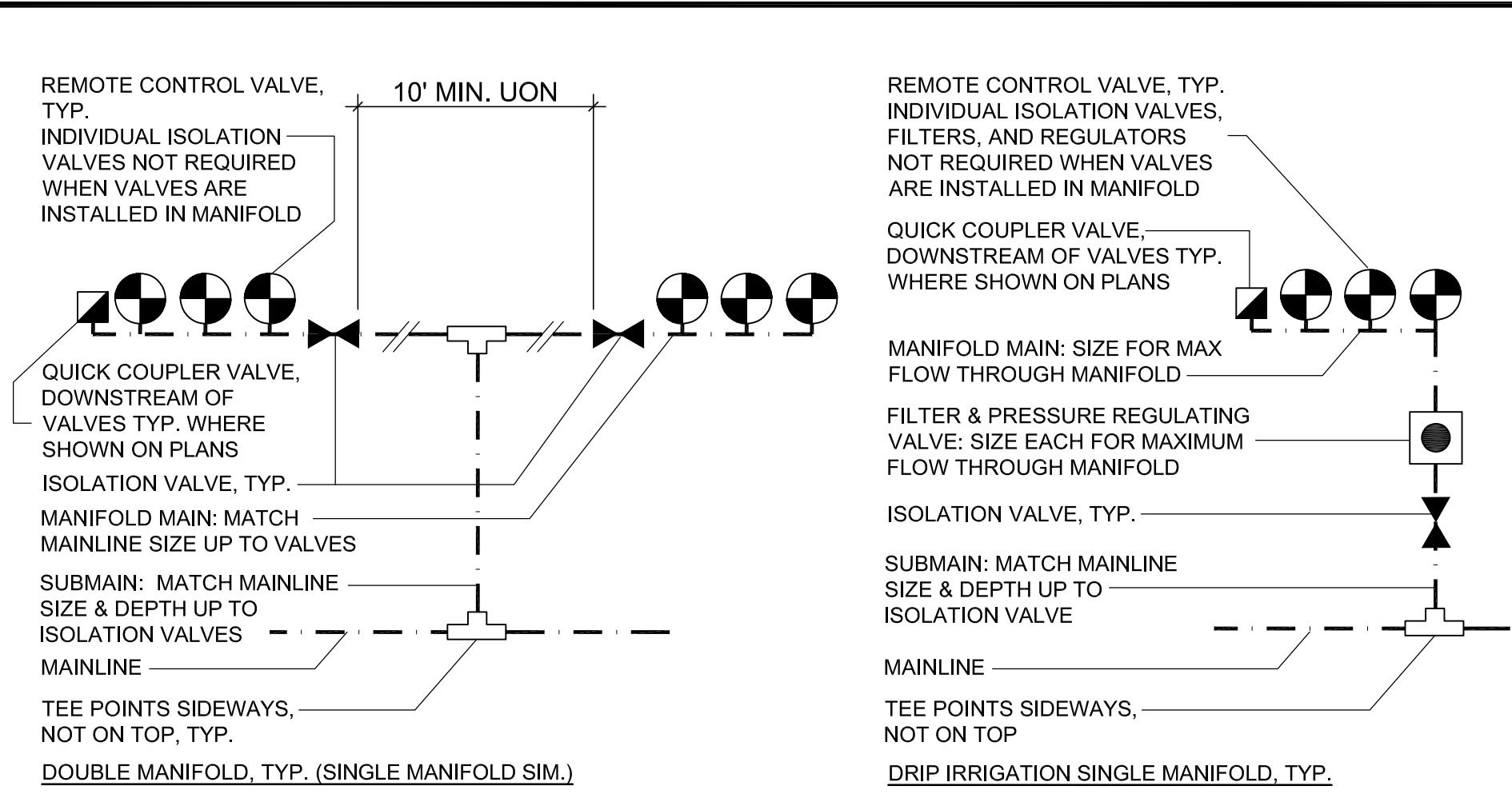
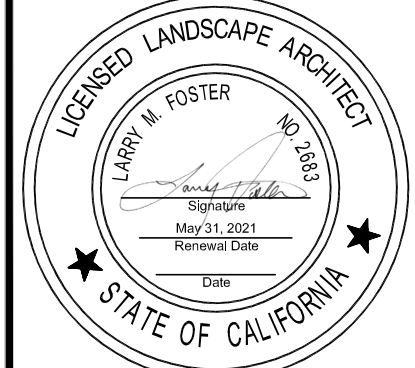
NTS

- NOTE:
1. ALL IRRIGATION HEADS USED IN PLANTED SHRUB AREAS TO BE INSTALLED TO FINAL GRADE. NOT FLUSH TO TOP OF CURB OR SIDEWALK.
 2. ALL IRRIGATION HEADS TO BE INSTALLED PERPENDICULAR TO FINAL GRADE.
 3. ALL IRRIGATION HEADS TO BE INSTALLED WITH SWING JOINTS AS SHOWN.
 4. ALL POP-UP IRRIGATION HEADS SHALL HAVE CHECK VALVE INSTALLED IN THEM.



6 Rotor

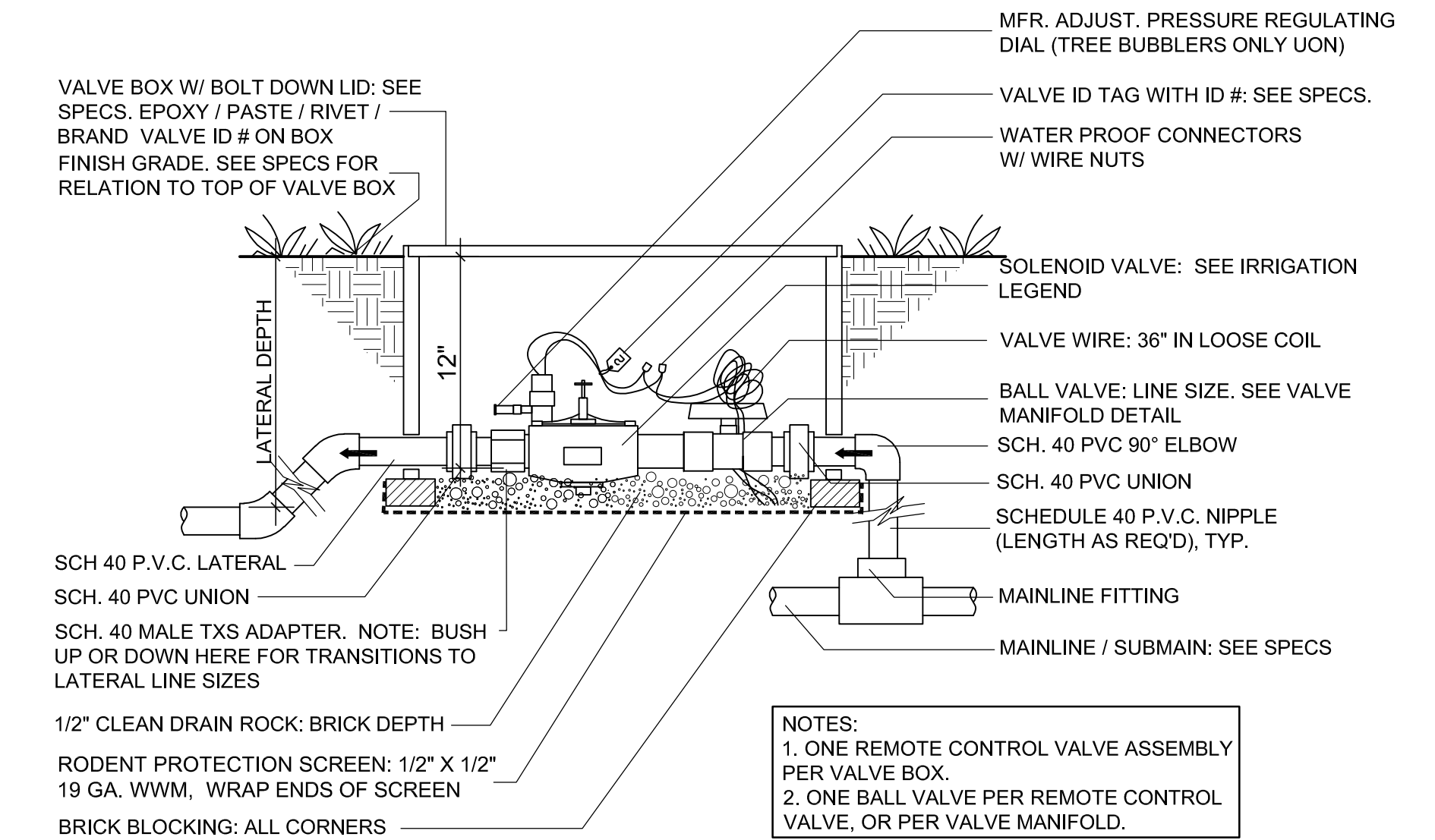
NTS



- NOTE:
1. MAX. 3 REMOTE CONTROL VALVES PER ISOLATION SHUT-OFF VALVE.
 2. SUB MAINS MAY TRANSITION TO CLASS 315 PVC FROM MAINLINES THAT ARE RING-TITE PVC PIPE.

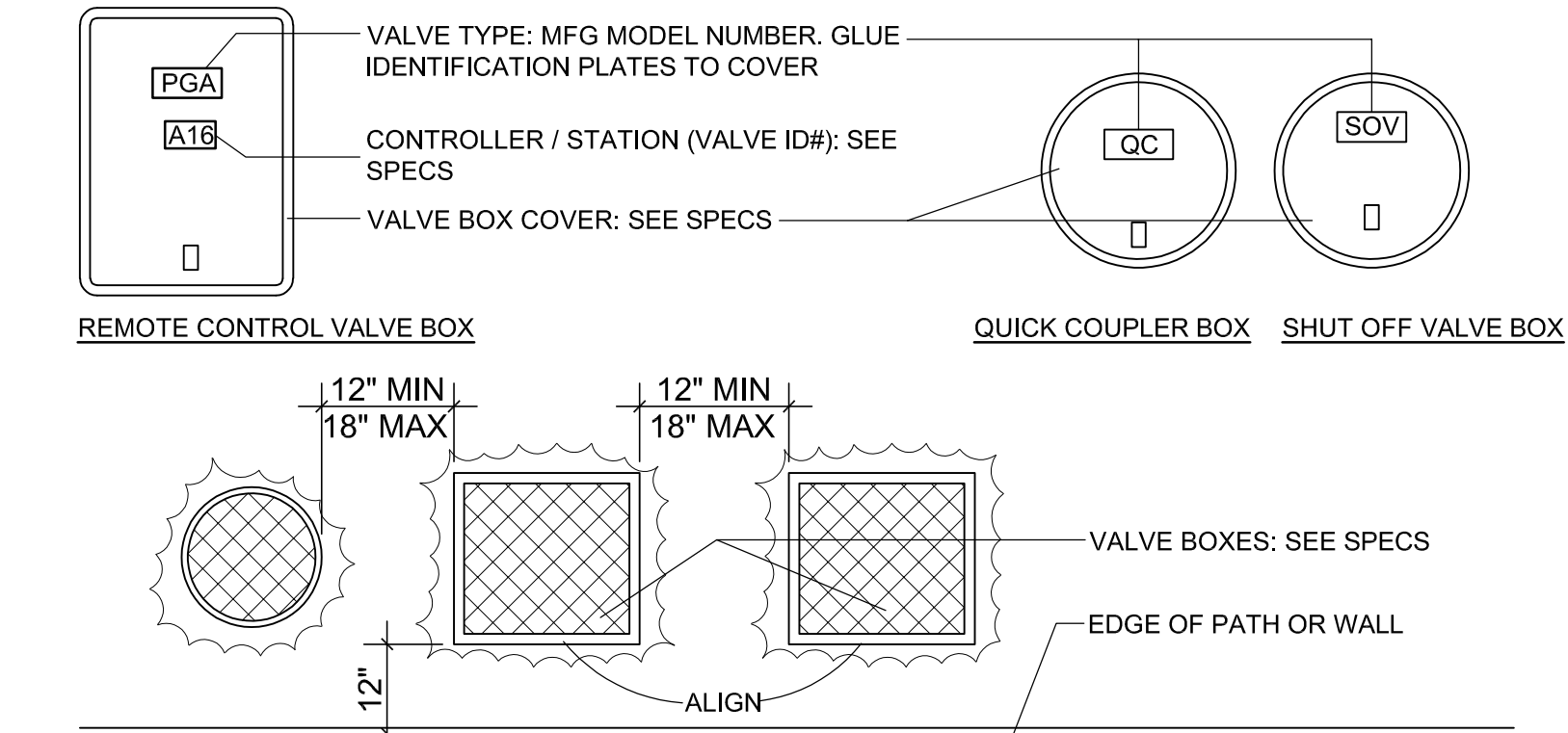
5 Valve Manifold

NTS



4 Remote Control Valve

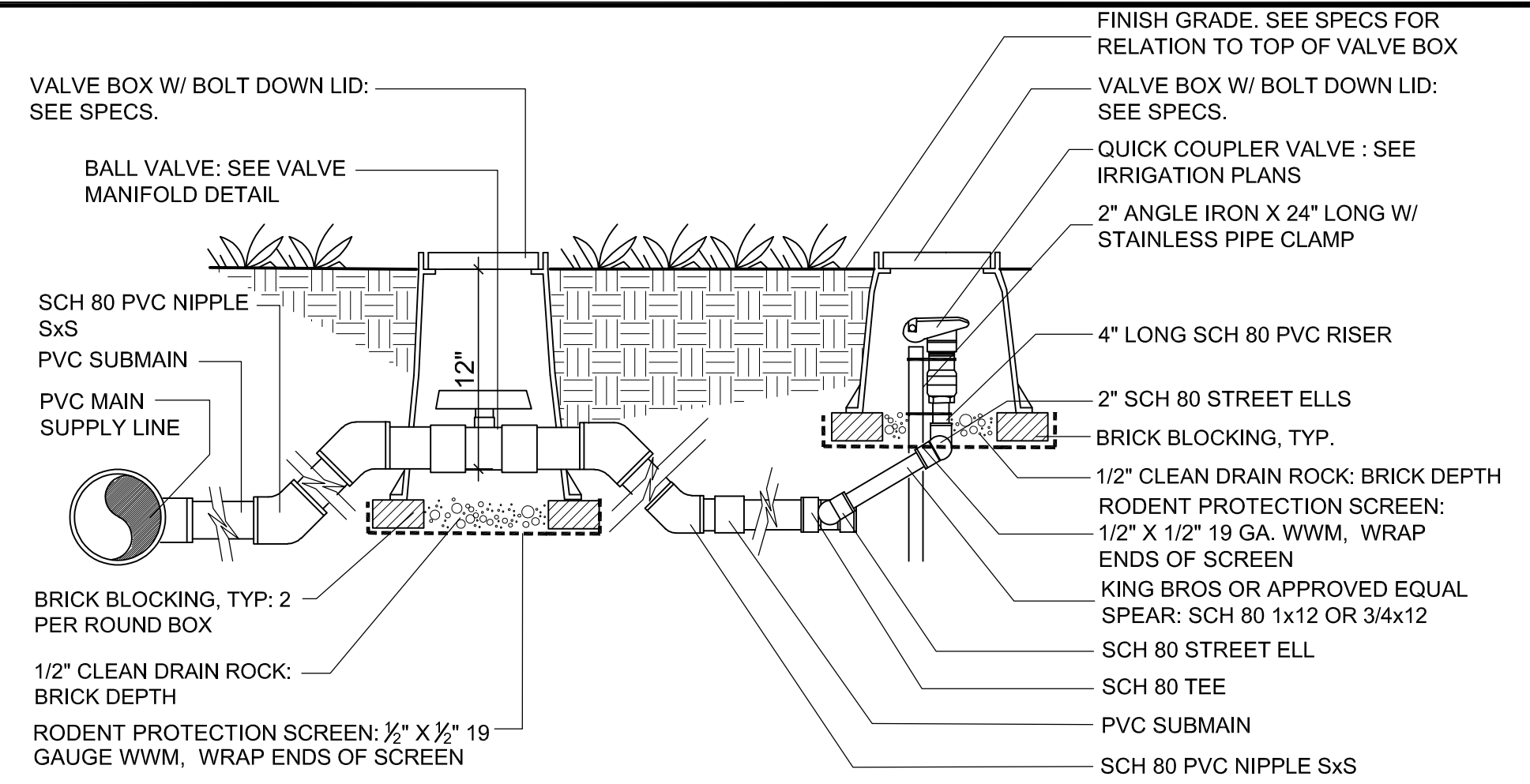
NTS



- NOTE:
1. ALL VALVE BOXES MUST BE IDENTIFIED WITH A VALVE ID # ON BOX: SEE SPECIFICATIONS FOR ACCEPTABLE METHODS.
 2. VALVE BOXES SHALL HAVE 12" CLEARANCE FROM STRUCTURES AND ANY CONCRETE AREAS. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO CONCRETE, SOUND WALL, HEADERBOARD, ETC.
 3. SET BOXES 1-1/2" ABOVE FINISHED GRADE IN MULCH-COVERED AREAS. SET BOXES 1/2" ABOVE GRADE IN TURF AREAS. BOXES TO BE PERPENDICULAR TO FINISH GRADE.
 4. SET VALVE BOX ASSEMBLY IN GROUND COVER / SHRUB AND NOT IN SIDEWALK OR ROADWAY. INSTALL IN LAWN ONLY IF GROUND COVER DOES NOT EXIST ADJACENT TO LAWN.
 5. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.
 6. RECTANGULAR VALVE BOXES SHALL HAVE 4 BRICKS INSTALLED, ONE UNDER EACH CORNER. ROUND VALVE BOXES SHALL HAVE 2 COMMON BRICKS INSTALLED, AT OPPOSITE SIDES. BRICKS SHALL NOT BE PLACED OVER ANY PIPE OR ITEM THAT COULD FAIL DUE TO BRICK PLACEMENT.
 7. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.

3 Valve Box Installation

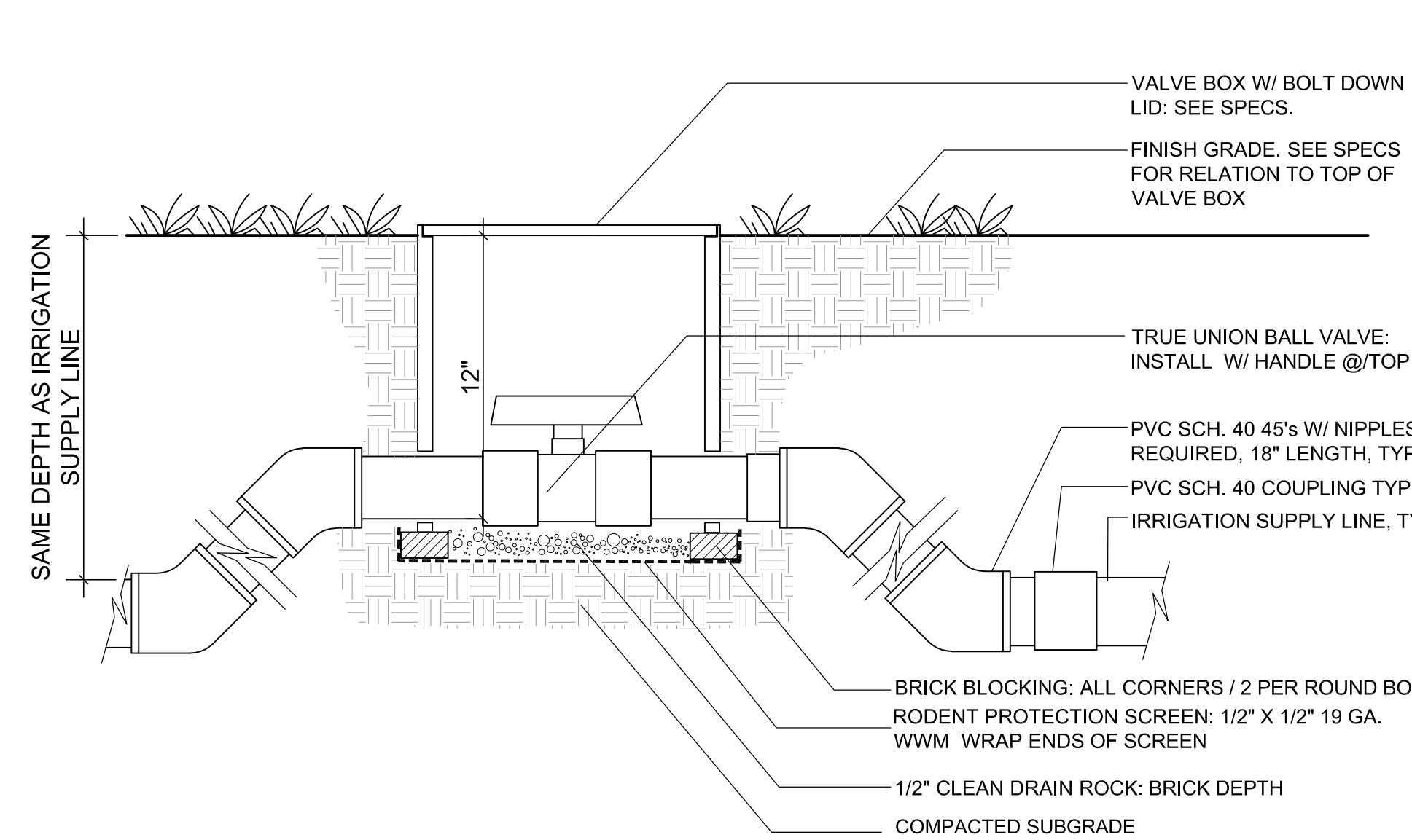
NTS



- NOTES:
1. GROUP QUICK COUPLER WITH REMOTE CONTROL VALVES FOR USE OF COMMON ISOLATION VALVE. SEE TYPICAL MANIFOLD DETAIL.
 2. SCHEDULE 80 PRE-ASSEMBLED SWING MAY BE USED.
 3. DO NOT INSTALL DIRECTLY ON TOP OF LIVE WATER MAINS.

2 Quick Coupler

NTS

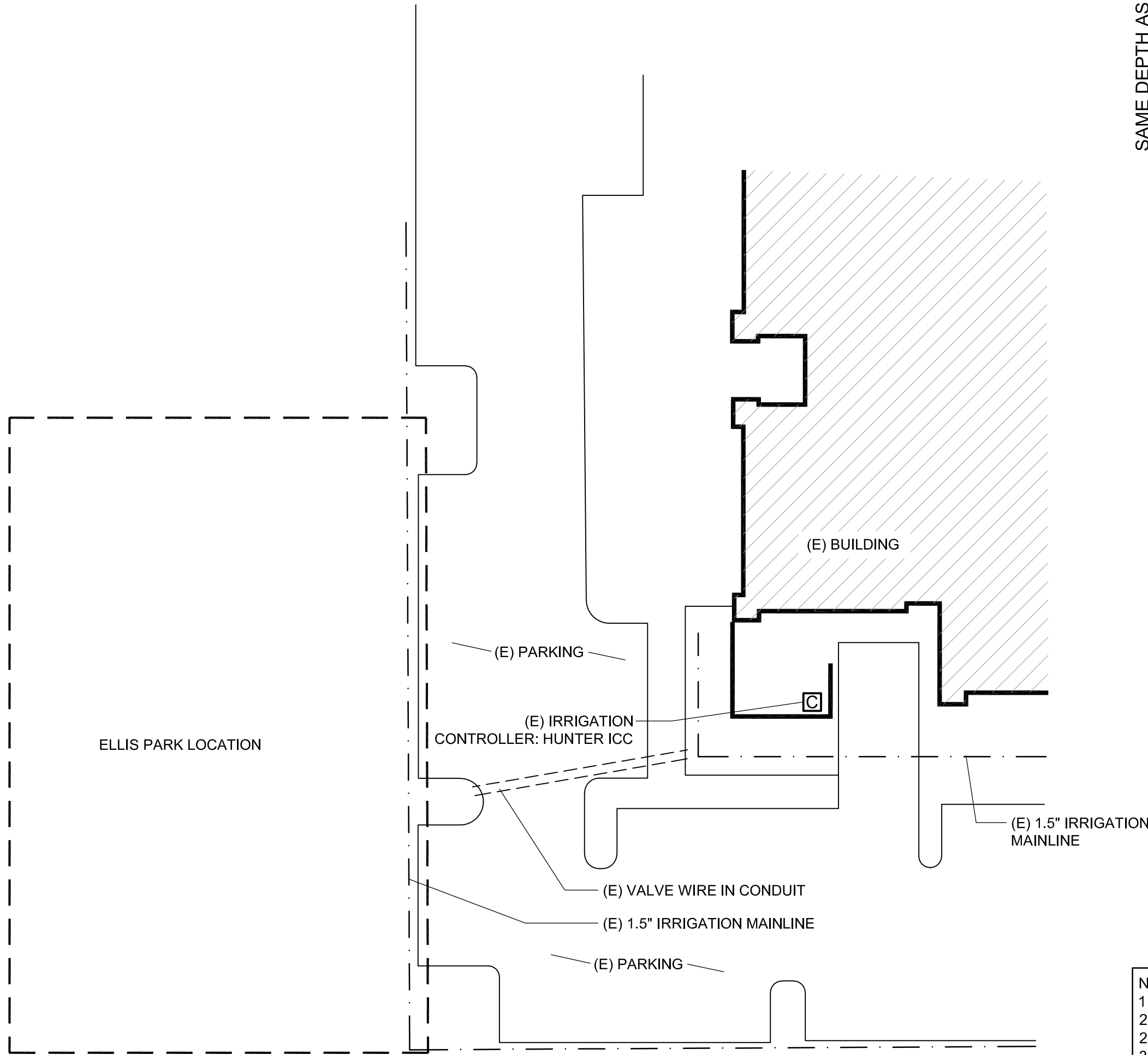


1 Isolation (Ball) Valve

NTS

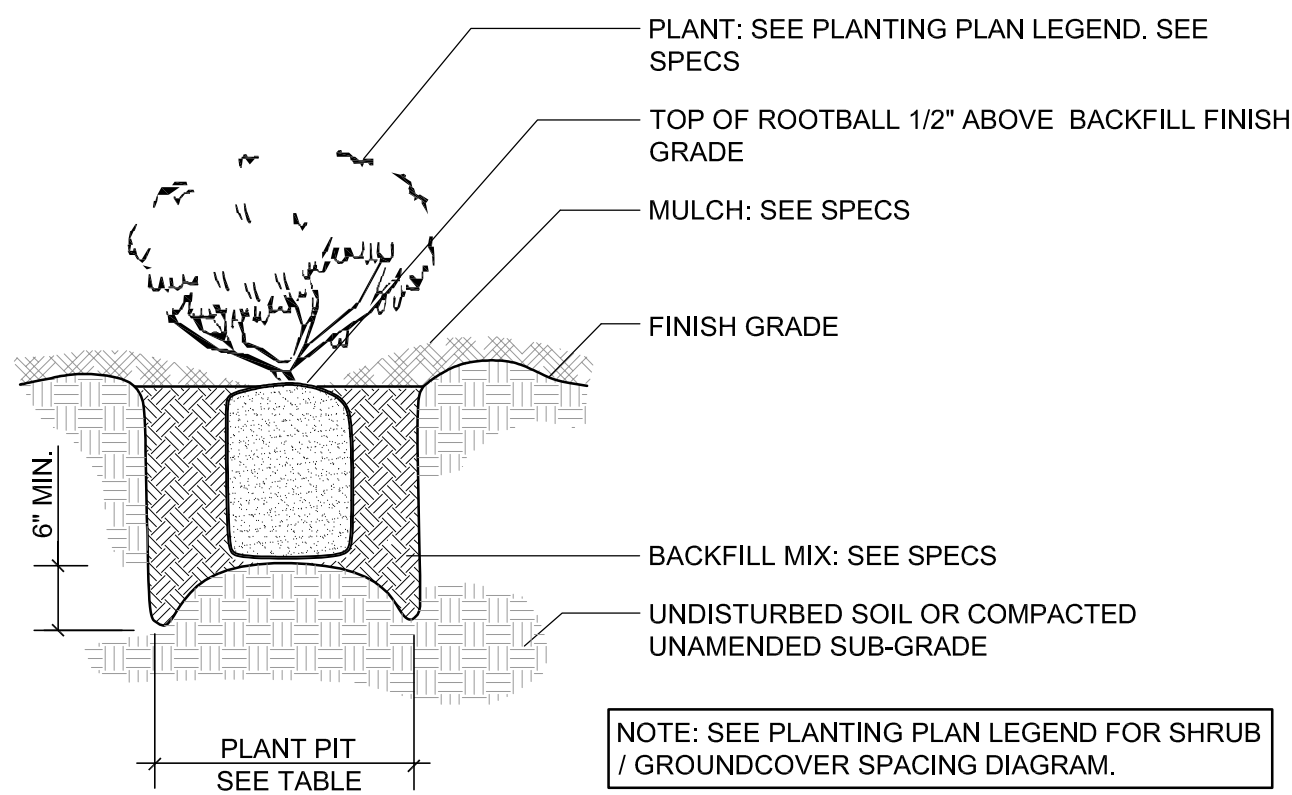
11/12/2019	100% CONSTRUCTION DOCUMENTS	
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	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: IRRIGATION & PLANTING DETAILS	PROJECT NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE: ELLIS PARK IMPROVEMENT PLANS	SHEET NO.
SCALE: Shown		12
		DWG FILE NO. 2071.14



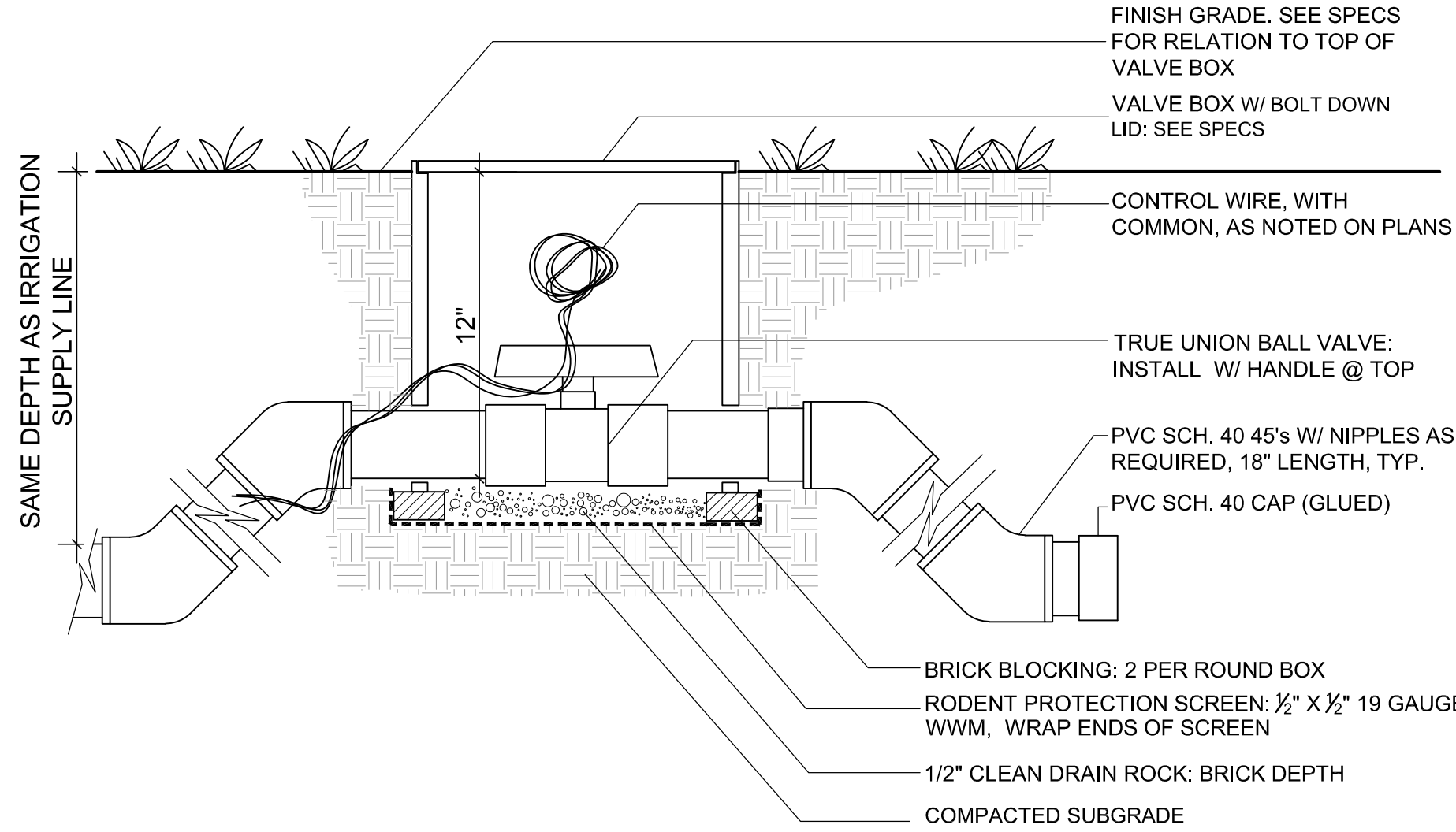


7 Existing Controller Location Plan
NTS

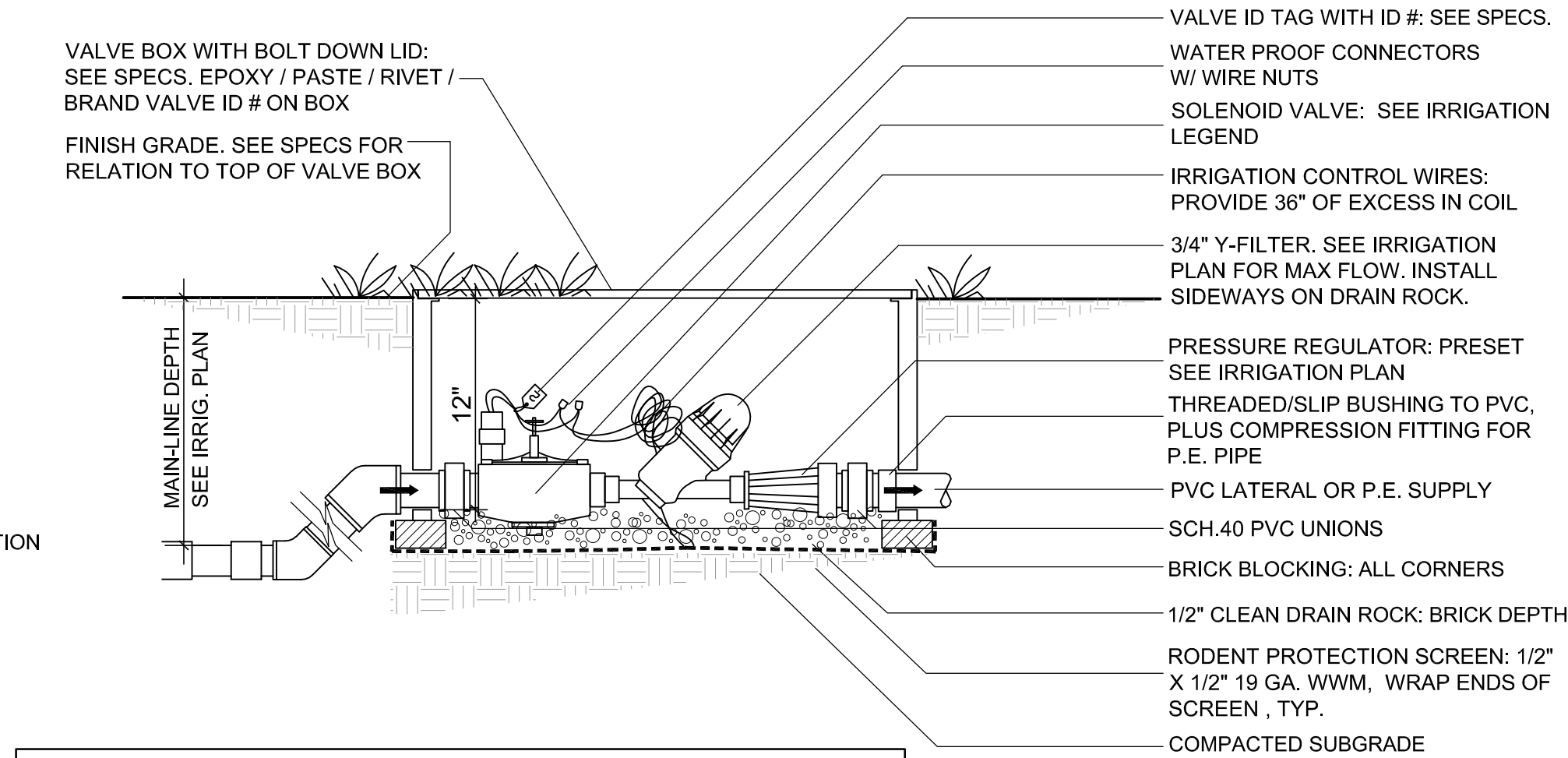
PLANT PIT SIZE TABLE	
PLANT SIZE	PIT SIZE - ROOTBALL PLUS
4" POT	3" ALL AROUND
1 GAL	6" ALL AROUND
5 GAL	8" ALL AROUND
15 GAL	10" ALL AROUND



6 Shrub/Groundcover Planting
NTS



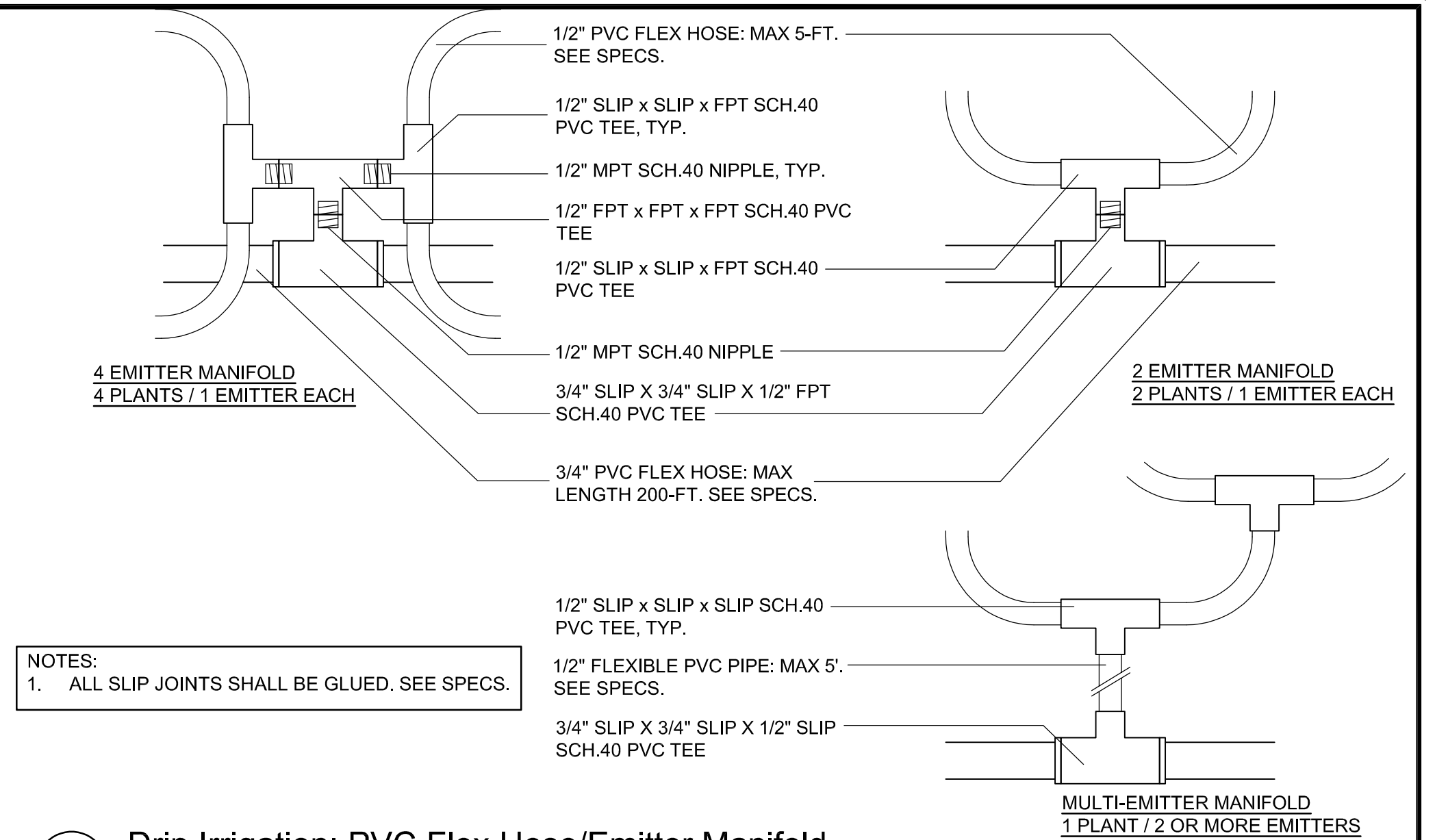
5 Mainline Stub-Out
NTS



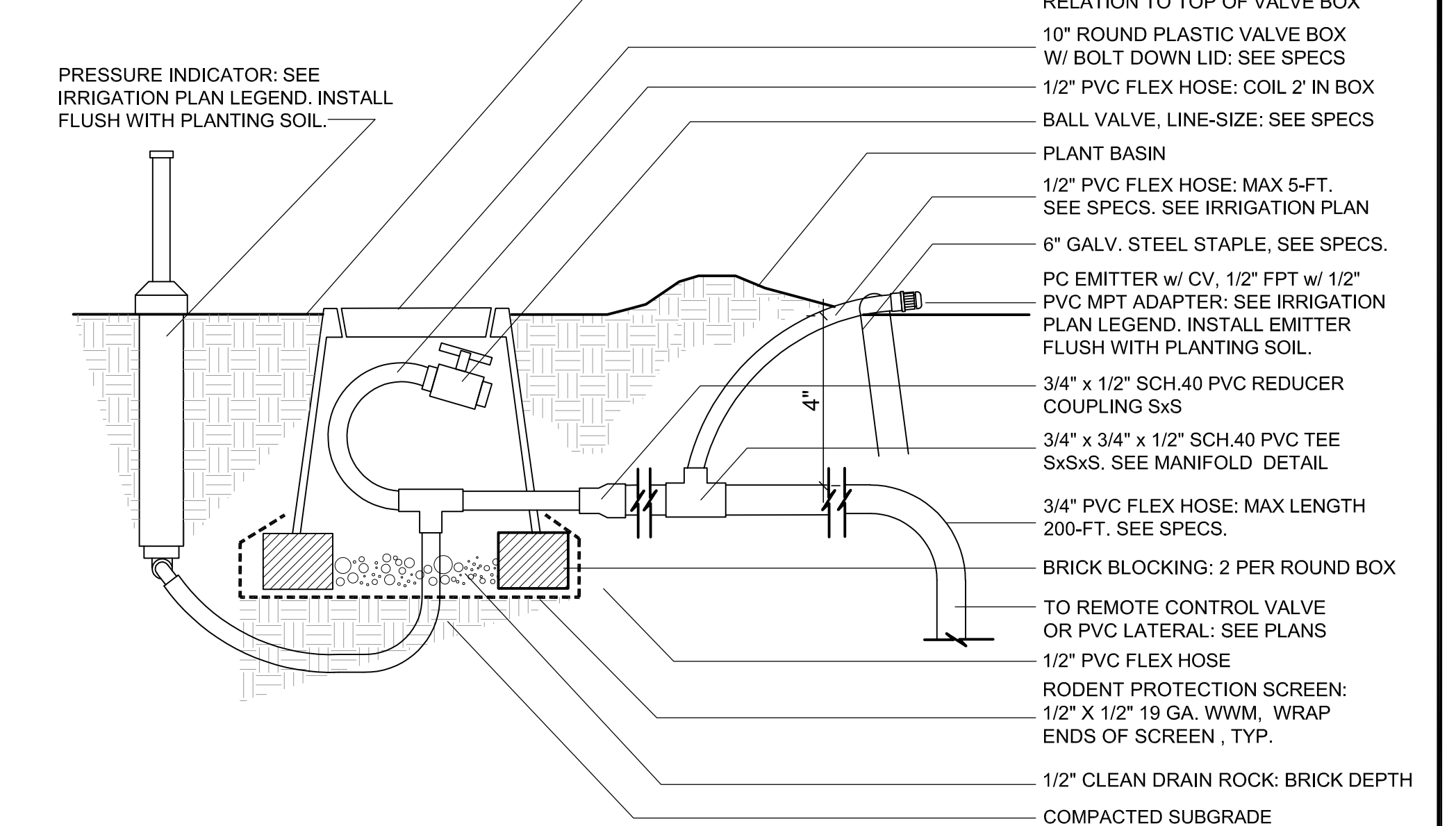
4 Drip Irrigation: Remote Control Valve
NTS

NOTE:
1. ONE BOX PER REMOTE CONTROL VALVE ASSEMBLY.
2. SEE DETAIL FOR FILTER IN MANIFOLD INSTALLATION.
3. ONE BALL VALVE PER REMOTE CONTROL VALVE, OR PER VALVE MANIFOLD.
3. BOX SHALL NOT REST ON OR TOUCH THE EQUIPMENT OR PIPE AT ANY POINT.

3 Not Used
NTS



2 Drip Irrigation: PVC Flex Hose/Emitter Manifold
NTS



1 Drip Irrigation: PVC Flex Hose/Emitter/Flush Port/Pressure Indicator
NTS

11/12/2019	100% CONSTRUCTION DOCUMENTS	
DATE	REVISIONS	
	PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
	440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO.
	IRRIGATION & PLANTING DETAILS	
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE:	SHEET NO.
		13
		DWG FILE NO.
		2071.14
SCALE:	Shown	





Ellis Park Improvements

ADDENDUM No. 3

August 5, 2021

This addendum is being issued for revisions to the Contract Specifications for the Ellis 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

No amendments are made with issuance of this addendum.

CLARIFICATIONS

- 1 **Bidder Qualifications:** All bidders must hold current Contractor Registration with California Department of Industrial Relations, and hold current registration status for the life of the Project.
 - 2 **Advertising Requirements** Advertisement is part of the Project's Section 3 Outreach requirements. Advertisements may be published on company's website, local newspaper, local magazine, announced on local radio station, and /or with local pre-apprenticeship programs/committees. Local means within the County of where the Project is located in.
-

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 Wednesday August 18, 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 4 of "Proposal Form" in Book 2.

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.

Ellis Park Improvements

ADDENDUM No. 3

August 5, 2021

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: _____



Ellis Park Improvements

ADDENDUM No. 2

July 29, 2021

This addendum is being issued for revisions to the Contract Specifications for the Ellis 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. MODIFY TEXT: Modify Paragraph 3.04.B on Page 11 6816-7

“The Contractor shall provide 3 days notice to the City’s CPSI prior to Contractor performing the Audit.”

2. ADD TEXT: Add the following text to Page 9 of Book 1,

“2.13 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.”

CLARIFICATIONS

- 1 **Construction Cost Estimate:** The Engineer’s Estimate will not be provided.
- 2 **Perimeter Fence:** Repair of the perimeter fence is not in the contract (NIC).

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 Wednesday August 18, 2021.**

Ellis Park Improvements

ADDENDUM No. 2

July 29, 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 4 of "Proposal Form" in Book 2.

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 llantero@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: _____



Ellis Park Improvements

ADDENDUM No. 1 July 19, 2021

This addendum is being issued for revisions to the Contract Specifications for the Ellis 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. BOOK 2, PROPOSAL AND CONTRACT DOCUMENTS:** Replace Book 2 in its entirety with Book 2 dated July 19, 2021 attached hereto.
-

The bid opening date and time are unchanged from that indicated in the Notice Inviting Bids.

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 4 of the "Proposal Form" in Book 2.

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 llantero@ci.seaside.ca.us or (831) 899-6832.

Sincerely,

ACKNOWLEDGED:

A blue ink signature of Nisha Patel, written in a cursive style.

Nisha Patel, PE
Public Works Director / City Engineer

Name and Title of Bidder's Representative

Bidder: _____

BOOK 2

PROPOSAL AND CONTRACT DOCUMENTS

ELLIS PARK IMPROVEMENTS

City Project No. 342-8910-9574



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

Reviewed by: Leslie Llantero, Assistant Engineer

CITY OF SEASIDE
Department of Public Works
JULY 19 2021

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ELLIS PARK IMPROVEMENTS

Items Necessary for Complete Bid

Bids must be accompanied by the following completed forms:

1. Proposal Form– **Must be notarized**
2. Bidder's Bond of at least 10 percent of the total bid amount
3. Exhibit 12-B Bidder's List of Subcontractors (DBE & Non-DBE)
4. Equal Employment Opportunity Certification
5. Public Contract Code Section 10285.1 Statement
6. Public Contract Code Section 10162 Questionnaire
7. Public Contract Code 10232 Statement
8. Non-Collusion Affidavit
9. Debarment and Suspension Certification
10. Nonlobbying Certification for Federal-Aid Contracts
11. Disclosure of Lobbying Activities
12. Previous Disqualification Questionnaire
13. Bidder's Information Statement (A complete list of previous similar jobs)
14. Sample Contract
15. Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wages
16. Business Certification Form, Affirmative Actions for Complying with HUD Section 3 Requirements
17. Federal Labor Standards Provisions HUD-4010
18. Equal Employment Opportunity Certification HUD-92010
19. Certification with Regard to the Performance of Previous Contracts or Subcontractor Subject to the Equal Opportunity Clause and the Filing of Required Reports
20. Non-Segregated Facilities Certification
21. Compliance with Clean Air and Water Acts
22. Workers Compensation Certification
23. Section 3 Clause
24. Section 3 Commitment Form
25. Section 3 Economic Opportunity Plan
26. Section 3 Business Certification
27. Section 3 Resident Certification Form – Form included for reference and to aid in completing the Commitment and Economic Opportunity Plan forms. Not required with bid package.

Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.

1. Proposal Form

CITY OF SEASIDE

ELLIS PARK IMPROVEMENTS

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Bid Opening as follows:

BASE BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Stormwater Compliance	1	LS		
3	Construction Surveying	1	LS		
4	Demolition Asphalt Pavement and Base	7485	SF		
5	Demolition BBQ	1	LS		
6	Demolition Fencing	317	LF		
7	Demolition Benches	1	LS		
8	Demolition Drinking Fountain	1	LS		
9	Demolition Play Structures	1	LS		
10	Demolition Basketball Hoops	1	LS		
11	Remove and Relocate Park Sign	1	LS		
12	Demolition of Irrigation	1	LS		
13	Clear and Grub	4,275	SF		
14	Earthwork	1	LS		
15	Sport Court Surface and Pad	5,000	SF		
16	Porous Baserock	110	TON		

17	2" HMA (1/2" Type A)	175	SF		
18	Construct ADA Parking Stall and Curb Ramp	1	LS		
19	Construct Concrete Curb	510	LF		
20	Construct 4" Concrete Sidewalk	1,080	SF		
21	Construct 4" Stabilized DG	1,910	SF		
22	Furnish and Install Bench	8	EA		
23	Furnish and Install Picnic Table	7	EA		
24	Furnish and Install Drinking Fountain	1	LS		
25	Furnish and Install BBQ	2	EA		
26	Furnish and Install Trash/Recycling Receptacles	1	LS		
27	Furnish and Install Play Equipment	1	LS		
28	Furnish and Install Sport Court Fencing and Goal System	1	LS		
29	12" Wood Fiber Surfacing	4,110	SF		
30	Furnish and Install Volleyball Post Sleeves	1	LS		
31	Furnish & Install Irrigation	1	LS		
32	Furnish & Install Planting	1	LS		
33	Furnish & Install Wood Header Board	435	LF		
34	Furnish and Install Fencing System Gates	1	LS		
35	As Built 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.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, relocation/replacement/adjustment as required (utility boxes, traffic signs, traffic signal equipment, drainage structures and inlet boxes), and all other appurtenant costs associated with performing and administering the work under this contract.

Bidder's Company Name, Address, and Telephone

Contractor's License No. _____

Signature

Printed Name

Title

(This Proposal Form must be notarized)

Addenda received and incorporated into this proposal:

Addenda number(s): none 1 2 3 4 5 6 (Circle all that apply)

Signed

Date signed

2. BIDDER'S BOND STATEMENT

Accompanying this proposal is _____ (Insert the words "cash (\$)," "cashier's check," "certified check," or "bidder's bond") in an amount equal to at least ten percent (10%) of the bid total.

The undersigned agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the proposal requirements, the proceeds of the security accompanying this proposal shall become the acceptance of the City of Seaside, and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of Contractors.

License No. _____

License Certification _____

Notice: If bidder or other interested person is a corporation, state legal name of corporation, names of the president, secretary, treasurer, and manager thereof. If a co-partnership, state true name of firm, names of all individual co-partners composing firm. If bidder or other interested person is an individual, state firm name and individual's full name.

Company Name and Business Address

Signature

Printed Name Title Date

3. EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms, or use the fillable pdf form found here:**

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
Address		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax			
Name	Phone	☐ < \$1 million		☐ YES
Address		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax			
Name	Phone	☐ < \$1 million		☐ YES
Address		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax			
Name	Phone	☐ < \$1 million		☐ YES
Address		☐ < \$5 million		☐ NO
		☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax			

Distribution: 1) Original - Local Agency File

4. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ____, proposed subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former president's Committee on Equal Employment opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

5. PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

6. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

7. PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-Collusion Affidavit

*State of California Compliance Form §7106.
Any public works contract of a public entity shall
sign the following declaration with submitted bid.*

State of (California)

County of _____) ss.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Project Name: _____ Project Number: _____

Company: _____

Address: _____

Signature: _____

Title: _____

Date: _____

9. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

10. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

F. Distribution: Orig- Local Agency Project Files

Bidder: _____

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing

Bidder: _____

the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Bidder: _____

G.

12. Previous Disqualification Questionnaire

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

Date

Bidder's Signature

Bidder: _____

13. Bidder's Information Statement

1. Number of years the bidder has performed the type of construction work required by this project: _____

2. List the type of work normally performed by your own forces:

3. Has your contractor's license been suspended or revoked during the last five years? [] Yes [] No

4. Has the bidder declared bankruptcy or been in receivership during the last five years? [] Yes [] No

5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? [] Yes [] No

6. Has the bidder been unable to obtain a bond or been denied a bond? [] Yes [] No

7. Has the bidder ever failed to complete work awarded to it? [] Yes [] No

8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years? [] Yes [] No

9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? [] Yes [] No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space.
The bidder may attach additional pages if necessary, to provide a detailed response.

On Enclosures A-1 through A-3 list five construction contracts the bidder has had with public agencies over the last five years similar to the proposed project in type of construction and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Name of your Surety Company: _____

Is your Surety Company California Admitted? [] Yes [] No

Bidder: _____

ENCLOSURE A-1**Similar Construction Contract Bidder has completed over the last three years for a Public Agency**

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____

2. Name of Bidder's Superintendent on the project: _____

3. Description of work including quantities of installed work: _____

4. Name of Public Agency: _____

5. Name and telephone number of Public Agency's Project Engineer:

6. Original Contract Amount: _____

7. Total Amount of Approved Change Orders: _____

8. Final Contract Amount: _____

9. Date of Contract completion: _____

10. Were Liquidated Damages assessed? _____

11. Claims amount: _____

12. Citations by OSHA: _____

13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Bidder: _____

ENCLOSURE A-2

Similar Construction Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating “none” where appropriate.

Name and Location of Project: _____

1. Name of Bidder’s Superintendent on the project: _____

2. Description of work including quantities of installed work: _____

3. Name of Public Agency: _____

4. Name and telephone number of Public Agency’s Project Engineer:

5. Original Contract Amount: _____

6. Total Amount of Approved Change Orders: _____

7. Final Contract Amount: _____

8. Date of Contract completion: _____

9. Were Liquidated Damages assessed? _____

10. Claims amount: _____

11. Citations by OSHA: _____

12. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Bidder: _____

ENCLOSURE A-3

Similar Construction Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating “none” where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder’s Superintendent on the project: _____
3. Description of work including quantities of installed work: _____

4. Name of Public Agency: _____
5. Name and telephone number of Public Agency’s Project Engineer:

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Bidder: _____

**14. Sample Contract with Signatures**

**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
(PROJECT TITLE)**

This Agreement, made and concluded in duplicate this _____ day of _____, between the CITY OF SEASIDE, herein referred to as "City", and _____, herein referred to as "Contractor".

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the _____ Project, dated _____, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

< Awarded Bid Schedule will be inserted here >

Bidder: _____

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

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

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

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

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

CITY OF SEASIDE
Nisha Patel, Public Works Director / City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Contractor's Name and Mailing Address

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

CITY OF SEASIDE

CONTRACTOR

by: _____
Craig Malin, City Manager

by: _____
Print Name and Title:

Bidder: _____

Date

Date

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

FEDERAL MINIMUM WAGE RATES

<Applicable minimum wage rates to be physically inserted in signed contract>

Bidder: _____

16. Business Certification Form, Affirmative Actions for Complying with HUD Section 3 Requirements

This certifies that _____ has taken steps to ensure that opportunities for training and employment arising in connection with a this solicitation for construction bids for the Ellis Park Improvements project will be given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority was given to low- and very low-income residents within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Furthermore, this certifies that, should _____ be award a contract for Ellis Park Improvements project, subcontracts undertaken in connection with the construction of Ellis Park Improvements project will be given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority would be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

by: _____

Print Bidder Name and Title:

Signature_____
Date

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

18.
**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

CERTIFICATION

WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

NON-SEGREGATED FACILITIES CERTIFICATION
Federally-Assisted Construction Projects

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Date: _____

Project Number: _____

Company: _____

By: _____

Title: _____

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Name of Contractor

Address

Signature and Title

Date

WORKER'S COMPENSATION CERTIFICATION

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

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NOTICE OF SECTION 3 COMMITMENT

To: _____
[Name of Labor Union or Workers' Representative]

{Address};

Awarding Authority: _____

Project Name and Number: _____

The undersigned currently holds a contract with

involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated, to the greatest extent feasible, to give opportunities for training and employment to lower-income residents of the project area and to award contracts for work on the project to business concerns that are located in or are owned in substantial part by project-area residents.

Regarding employment opportunities for this project, the minimum number and job titles are:

Minimum Number	Job Titles

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____

For additional information, contact: info@openstax.org

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

[Contractor/Subcontractor]

[Signature]

[Date]

[Title]

Section 3 Economic Opportunity Plan

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor):	2. Federal Identification (Contract/Award No.):	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone (Include Area Code):
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code: (Use a separate sheet for each Program Code)		
Program Codes 1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation, and Modernization 4. Homeless Assistance 5. HOME 6. HOME – State Administered 7. CDBG – Entitlement 8. CDBG – State Administered 9. Other CD Programs 10. Other Housing Programs		

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	CODE(S)	
				RACIAL	ETHNIC
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
TOTAL:					

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT	CODE(S)	
			RACIAL	ETHNIC

RACIAL BACKGROUND:

SINGLE CATEGORIES	DOUBLE CATEGORIES
1. American Indian/Alaska Native	6. American Indian or Alaska Native AND White
2. Asian	7. Asian AND White
3. Black/African American	8. Black or African American AND White
4. Native Hawaiian/Other Pacific Islander	9. American Indian or Alaska Native AND Black or African American
5. White	10. Other – for individuals not identified above.

ETHNIC BACKGROUND:

A. Hispanic/Latino	B. Not Hispanic/Latino
--------------------	------------------------

Section 3 Business Certification Form

Business Name: _____

Business Address: _____

Telephone Number: _____ Contract Amount: \$ _____

The above-mentioned business firm is a Section 3 business concern based on the following qualification:

1. ☐ 51 percent owned by Section 3 residents (attach Section 3 Resident Certification forms)

OR

2. ☐ Permanent, full-time employees include at least 30 percent Section 3 residents (attach Section 3 Resident Certification forms)

OR

3. ☐ Written commitment to subcontract at least 25 percent of contract amount to business concerns that meet Section 3 qualification stated in paragraph 1 or 2 above (attach Section 3 Economic Opportunity Plan, Section 3 Business Certification form for subcontractor, and Section 3 Resident Certification forms)

OR

4. ☐ Written commitment that Section 3 qualified new hires will comprise at least 30 percent of total new hires (attach Section 3 Economic Opportunity Plan)

Specify ethnicity of business ownership:

☐ White American
☐ Hispanic American

☐ Black American
☐ Asian Pacific

☐ Native American
☐ Hasidic Jewish

The undersigned by his/her signature affixed hereto declares under penalty of perjury that the above information is complete and correct

Date

Signature

Print Name

Title

Section 3 Resident Certification Form

Section 3 Resident is a public housing resident or low or very low-income person who lives in the applicable metropolitan area of the Section 3 Covered Project and who has a household income that does not exceed HUD's income limits as described below.

All current employees and new hires claiming Section 3 Resident status must complete this form in order to comply with Section 3 reporting requirements of the Housing and Urban Development Act of 1968.

Part I: Employee Information (to be completed by Section 3 Resident New Hire)	
Name:	Check all that apply: ☐ Live in public Housing ☐ HUD Youth Build Program Participant ☐ Income qualified non-public housing resident ☐ Section 8 Participant ☐ Recipient of other federal assistance Specify type: _____
Address:	
Public Housing Site of Residence:	
Phone Number:	Email Address:
Registered Apprentice: Yes or No If yes, what level (period)? _____ (Attach Department of Labor Issued Apprentice Certificate)	

Part II: Income Verification (to be completed by Section 3 Resident New Hire)		
Number of Household	Low Income Limit	Check
1	\$35,600	
2	\$40,700	
3	\$45,800	
4	\$50,850	
5	\$54,950	
6	\$59,000	
7	\$63,100	

Section 3 Resident Signature: _____ Date: _____

Part 3: Employer Verification			
Company Name:			
Position Title:		Hire Date:	End Date:
Permanent		Full-Time	
Temporary		Part-Time	

Employer Signature: _____ Date: _____

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

Ellis Park Improvements

City Project No. 342-8910-9574



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

Reviewed by: Leslie Llantero, Assistant Engineer

CITY OF SEASIDE
Department of Public Works
JULY 2021

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SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS

(See Document 00 0110, Table of Contents, Technical Specifications at the end of Volume I)

CITY OF SEASIDE

Notice Inviting Bids

Ellis Park Improvements

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City Clerk, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until **3:30 p.m. on Friday, August 6, 2021**, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled Ellis Park Improvements and in the specifications, including but not limited to:

The project includes the removal of existing play structures, paving, planting and irrigation, fences, and site furnishings and providing and installing new play equipment, site furnishings, paving, walks, curbs, planting and irrigation, sport surfacing, fencing, and gates., The general nature and extent of the work and appurtenant facilities as shown on the plans and specifications under the title Ellis Park Improvements.

A pre-bid conference shall be held on **Wednesday, July 28, 2021 at 10:00 am**, at Ellis Park near the intersection of Hilby Avenue and Wheeler Street, Seaside, California.

Copies of the Bid Documents will be available on the City's website www.ci.seaside.ca.us.

This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination Nos. CA20210018 Mod. #16, CA20210006, and CA20210003 are attached to this bid packet and are incorporated herein. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246). This project is Federally-funded through a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD).

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE) - Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The W/MBE Goal for this project is one percent (1%).

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Engineering Contractors License or a Class B General Building Contractors License.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposed entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project Plans, Special Provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" and in copies of this book that may be examined at the offices described above where project Plans, Special Provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

All apprentices employed on this job, including those employed by lower-tier contractors, must be enrolled in a federally-recognized apprenticeship program. All workers not enrolled as active apprentices must be paid the journeyman rate for the applicable trade for work performed. To be in compliance with the apprentice requirements the successful contractor must: employ enrolled apprentices; request apprentices; employ apprentices within the allowable apprentice-to-journeyman ratio; employ apprentices under the supervision of a journeyman; pay apprentices the correct prevailing wage and fringe benefits; pay the correct Apprentice Training Contribution.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders shall contact the Department of Public Works office the day prior to Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department

_____/s/_____
Nisha Patel, PE
Public Works Director / City Engineer

July 16, 2021
Date

CITY OF SEASIDE
Special Provisions Volume I
ELLIS PARK IMPROVEMENTS

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Special provisions
- 1.3. Project plans
- 1.4. Revised Standard Specifications
- 1.5. Standard Specifications
- 1.6. Revised standard plans
- 1.7. Standard plans
- 1.8. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS. The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in Volume I of the special provisions is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Proposal and Contract" for Ellis Park Improvements.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). This project is subject to Title 49, Code of Federal Regulations part 26.13(b) (49 CFR 26.13(b)) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs":
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Only DBE participation will count towards the DBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

DBE Commitment Submittal

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form with the bid book, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. **No request will be reviewed or heard within seventy-two (72) hours of bid opening.**

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal

to at least ten percent of the total bid amount. No bid shall be considered unless cash, cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 DISQUALIFICATION OF BIDDERS. The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 COMPETENCY OF BIDDERS. No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 PERMITS AND LICENSES. Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Engineering Contractor license
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work described herein unless otherwise indicated on the proposal. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- **Performance Bond:** This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- **Labor and Materials Bond:** This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- **Surety Bond:** This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be readvertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

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

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials,

employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. 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.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. 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.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of **128 WORKING DAYS** including 108 working days for substantial completion and 20 additional working days for final completion beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Seaside **the sum of \$1,100 per day, for each and every workday delay** in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the 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 the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of

work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefore.

4.11 HOURS OF WORK. The hours of construction shall be begin at 7:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor's Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02l(2) "Nondiscrimination," of the Standard Specifications.

5.02 PREVAILING WAGE. The Contractor must pay the higher of the State general prevailing wage or the Federal minimum wage rates.

Federal minimum wage rates are included in these specifications at Appendix 1. Current Federal minimum wage rates can be found at the following website: <https://www.dol.gov/agencies/whd/government-contracts/construction>

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

Make provisions for the safe passage of pedestrians around the area of work at all times.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, cause such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special

Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency.

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.

6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration " of the Standard Specifications.

At least one lane in the parking lot shall be open to traffic.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall make the effort to determine the exact locations of the underground installations.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and

- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC. Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least working 5 days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

You bear the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers. .

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section -5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane, not less than 10 feet wide, for use by public traffic.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

8.11 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

ATTACHMENTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding

purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e.,

apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and

necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or

helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the

requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for

ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

8.10 DESCRIPTIONS OF BID ITEMS. Attention is directed to Section 9-1.03, "Payment Scope," of the Standard Specifications. The project area is as shown in the contract documents in the City of Seaside. The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes and incidentals for a complete job, and no separate or additional compensation shall be made therefor. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall include, but shall not be limited to:

BASE BID

Bid Item 1 – Mobilization – The contract lump sum price paid for Mobilization shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in mobilization for both tank appurtenance and coating work on each tank, including all necessary temporary facilities and utilities, resident notifications, utility coordination, permitting, Best Management Practices (BMP's) installation, project site maintenance, every day housekeeping, dust control, fire prevention, traffic control, USA notifications, demobilization, and clean-up, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer.

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 – 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 4 – Demolition Asphalt Pavement and Base

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 demolishing and disposing of existing asphalt paving and baserock as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 5 – Demolition of BBQ

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 demolishing 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 6 – Demolition of Fencing

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 demolishing and disposing of the existing chain-link fencing as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 7 – Demolition of Benches

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 demolishing and disposing of the existing benches as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 8 – Demolition of Drinking Fountain

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 demolishing and disposing of the existing drinking fountain as shown on the plans, and in accordance with these specifications, and as directed by the Engineer. Demolition shall include any cutting and capping of water and sewer lines.

Bid Item 9 – Demolition of Play Structures

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 demolishing and disposing of the existing play equipment and structures as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 10 – Demolition of Basketball Hoop

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 demolishing and disposing of the existing basketball hoop, post, and footing as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 11 – Remove and Relocate Park Sign

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 removal and relocation of the existing park sign as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 12 – Demolition of Irrigation

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 demolishing and disposing of the existing irrigation as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 13 – Clear and Grub

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 demolishing and disposing of the existing lawn area and planting as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 14 – 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 15 – Sport Court Surface and Pad

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 sport court surface including pad as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Bid Item 16 – Porous Baserock

Measurement and payment for this item shall be on a per ton (TON) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for constructing the porous base section as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 17 – 2" HMA (1/2" Type A)

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 for recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 18 – Construct 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 construction of the ADA parking stall and curb ramp including concrete pavement and curb, HMA conform paving, detectable warning surface, signage, and striping as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 19 – 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 installation of the concrete curb as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 20 – Construct 4" 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, placement and compaction of aggregate base, constructing concrete sidewalk and ramp into play area in accordance with the plans and dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 21 – Construct 4” Stabilized DG

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 stabilized DG as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 22 – 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 23 – Furnish and Install Picnic Table

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 picnic tables, including footings, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 24 – Furnish and Install Drinking Fountain

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 drinking fountain as shown on the plans, and in accordance with these specifications, and as directed by the Engineer. Installation shall include new water and sewer line connections and installations.

Bid Item 25 – Furnish and Install BBQ

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 BBQ's, including footings, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 26 – Furnish and Install Trash/Recycling Receptacles

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 trash and recycling receptacles as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 27 – 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 28 – Furnish and Install Sport Court Fencing and Goal System

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 court perimeter fencing and goal system, including footings, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 29 – 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 30 – Furnish and Install Volleyball Post Sleeves

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 volleyball system, post sleeves, and footings as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 31 – Furnish and Install Irrigation

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 irrigation system and equipment as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 32 – Furnish and Install Planting

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 planting material as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 33 – Furnish and Install Wood Header Board

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 installation of the wood header board as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 34 – Furnish and Install Fencing System Gates

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 court perimeter fencing gates, including footings, as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 35 – As-Built 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.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

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DOCUMENT 00 0110

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END OF DOCUMENT

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 11 00

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 **Ellis Park Improvements** located at **1158 Wheeler Street**, Seaside, California, 93955.

- A. This project includes the removal of existing play structures, paving, planting and irrigation, fences, and site furnishings. The project includes providing and installing new play equipment, site furnishings, paving, walks, curbs, planting and irrigation, sport surfacing, fencing, and gates.
- 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 Bid Form) work on the Progress Schedules and on Applications for Payment. The Amount given on the 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 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.

1.04 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.

1.05 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 Special Provisions Volume I Section 5.
- 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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

- 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 Special Provisions Volume I Section 5.
- 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 Special Provisions Volume I Section 5.

1.10 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 taxes 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:

Foster City District Office
1065 East Hillsdale Blvd., Ste. 110
Foster City, CA 94404
(650) 573-3812

- 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 Special Provisions Volume I Section 5.

1.11 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 Special Provisions Volume I Section 4 and Special Provisions Volume I Section 5, 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 the Sample Contract and Special Provisions Volume I Section 5 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.

1.12 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 damage 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 greater 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.

1.13 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.

1.14 WORK TO BE DONE BY THE OWNER

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

1.15 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.

1.16 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 Special Provisions Volume I Section 5 and Special Provisions Volume I Section 4.07 (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, Special Provisions Volume I Section 4.

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 Special Provisions Volume I Section 5.
- 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 Special Provisions Volume I Section 5. 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 Special Provisions Volume I Section 5, 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 Special Provisions Volume I Section 5, 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 Special Provisions Volume I Section 5 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 Special Provisions Volume I Section 5. 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 Special Provisions Volume I Section 5.

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 Special Provisions Volume I Section 5 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 Special Provisions Volume I Section 5.

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 22 to 28)
 - 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 Special Provisions Volume I Section 5 and be submitted in compliance with all requirements of Special Provisions Volume I Section 5. 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 Special Provisions Volume I Section 5, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Special Provisions Volume I Section 5. 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 Special Provisions Volume I Section 5 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: 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 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 Caltrans Standard Specifications.
 - b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Special Provisions Volume I.

21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Special Provisions Volume I, 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 Special Provisions Volume I Section 5.
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 City of Seaside.
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): Assigned by Owner at Pre-Construction Meeting.
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 biphenyl.
51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in 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.
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 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 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 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.
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 Contractor's 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

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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, provide a playground site investigation and safety assessment by a Certified Playground Safety Inspector (CPSI), at no additional cost to the Owner, and as described elsewhere in this Specification.

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 #1133787-03-01, as available from Ross Recreation, Casey Hilbert, 831-689-9110, or approved equal. It shall consist of:

1. Play Booster Structure for 5-12 year olds.
 2. Double belt seat swings.
 3. Play Booster Structure for 2-5 year olds.
 4. Double full bucket seat swings.
- C. The age group barrier shall be model #1133787-04-01, as available from Ross Recreation, Casey Hilbert, 831-689-9110, or approved equal. It shall consist of:
1. Four play panels.
 2. Benches per Construction Drawings.
- D. 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.
- E. Colors shall be standard, and selected by the Owners Representative via the submittals process. Posts and caps shall be powder-coated the same color.
- F. Play structures shall have pipe, rail, or wire barriers on decks to prevent accidental falls if activity panels are not provided.
- G. Safety Labels: vinyl labels with ultraviolet inhibitors and tamper resistant slits on the edges, as supplied by Safety Play, Inc. St. Petersburg, FL 33716 (888) 878-0244, safetyplay@mindspring.com, or equal.
- H. Playground equipment as shown on the Drawings and as noted below and in Quote [number] dated [date] from [supplier/distributor] using equipment manufactured by [manufacturer], or approved equal via a substitution request.

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. Safety Compliance: Playground Safety Audit Report by CPSI.
- B. Manufacturer's warranty: Submit manufacturer's warranty and ensure that forms have been completed in the Owner's name and registered with manufacturer.
- C. 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 11 EQUIPMENT

SECTION 11 6833

SPORTS 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: Work in this section includes, but is not limited to, the provision and installation of all sports equipment including but not limited to the following with all miscellaneous hardware, foundations, footings and miscellaneous appurtenances thereto:
 - 1. Court perimeter metal fencing with built in basketball and soccer goals, as shown on the Drawings.
 - 2. Volleyball net system
- B. Related Work:
 - 1. Earthwork and Grading
 - 2. Site Concrete
 - 3. Asphalt Concrete Paving

1.03 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM).
- B. Submittals:
 - 1. Submit manufacturer's product literature, technical specifications, shop drawings, and other data required to demonstrate compliance with specified requirements for all sports equipment.
- C. Review:
 - 1. All site accessories and locations shall be reviewed by the Architect prior to installation.

1.04 FIELD MEASUREMENTS

- A. Contractor shall verify position and layout of sports equipment and fencing. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Kompan, Inc. Contact: Jennifer Lazzarni, 925-285-0440.
- B. Volleyballusa.com
- C. Approved equal, prior to the Bid.

2.02 SPORTS EQUIPMENT

- A. General: Provide a complete fencing and goal system as shown on the Drawings.
- B. Approved equals: All equipment specified herein is subject to approved equals as manufactured by specified Acceptable Manufacturers.
- C. List of Equipment
 - 1. Perimeter fencing system and goals: Available from Kompan.
 - a. Metal fencing system shall be the MUGA system, sizes shown on the Drawings.
 - b. Perimeter fencing shall be steel, and either 2m, or 3m high, as shown on the drawings.
 - c. System shall include built in basketball goals, complete with backboards, rims, and nets.
 - d. System shall include built in soccer goals with all necessary components.
 - e. Fencing shall include one single gate and one double gate, as shown on the Drawings.
 - 2. Volleyball Net System:
 - a. System shall be UV-TOP Telescopic Volleyball System, by www.volleyballusa.com, with optional ground sleeves and caps.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

- A. Inspection: Verify that earthwork is completed to correct line and grade. Notify Architect of any incomplete work by previous Contractors.

3.02 INSTALLATION

- A. Install all equipment per manufacturer's recommendations and details, and as shown on the Drawings.
 - 1. Install posts, poles, and footings as shown on the Drawings.
 - 2. Basketball goals shall include posts, backboards, rims, and nets.
 - 3. Install court surfacing on volleyball sleeve caps.
- B. Concrete foundations and footings: Refer Site Concrete, Section 321900.

1. Forms shall be set accurately to line and grade. If the forms are set more than 0.01 foot (3 mm) above or below grade or more than 0.02 foot (6 mm) from prescribed alignment, they shall be corrected before any concrete is placed.
- C. Clean Up: The Contractor shall remove excess excavated material from the site of the work. He shall clean up and dispose of rubble and construction debris, and leave the site of the work in a condition satisfactory to the Owner.

END 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
 - 2. Benches without backs
 - 3. Picnic tables
 - 4. BBQ
 - 5. Drinking fountain
- B. Related work includes but is not limited to:
 - 1. Site Concrete
 - 2. D.G. Paving

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: DuMore, Inc.
Model #: 11 Series PL, 6' long
Description: Recycled plastic bench with back, surface mount.
Finish / color: Cedar
Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110
- B. Bench (without back)
Manufacturer: DuMore, Inc.
Model #: 105 Series PL, 6' long
Description: Recycled plastic bench, surface mount.
Finish / color: Cedar
Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110
- C. Picnic Tables
Manufacturer: DuMore, Inc.
Model #: 100 Series PL
Description: Recycled plastic table, embedded in concrete footing. Provide 2 ADA models.
Finish / color: Cedar

Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110

D. BBQ

Manufacturer: DuMore, Inc.

Model #: 24-00

Description: BBQ, embedded in concrete footing

Finish / color: Black

Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110

E. Drinking Fountain

Manufacturer: Haws

Model #: 3377

Finish / color: Stainless steel, and green

Distributor/Contact: Ross Recreation, Casey Hilbert, 831.689.9110

F. 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.
 - 1. Provide water supply to the drinking fountains per the Drawings. See Civil Drawings.
 - 2. Provide sanitary sewer from the drinking fountains per the Drawings. Comply with all relevant State and local health codes. See Civil Drawings.
- 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, diking 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. Demolition of site furnishings and concrete footings.
 - 3. Demolition of chain-link fence including posts and concrete footings.
 - 4. Saw-cutting of existing concrete and asphalt as required.
 - 5. Removal of irrigation equipment for salvage and reuse
 - 6. Irrigation adjustment
 - 7. Site clearing and grubbing
 - 8. Removal of existing trees
- 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.

C. Tree Removal:

1. Fell trees designated to be removed so as to fall away from Tree Protection Zone and avoid pulling and breaking of roots of trees to remain. If roots are entwined, the Owner's Representative may require first severing the major woody root mass before extracting the trees, or grinding the stump below ground.
2. For trees/stumps to be removed in areas of new path alignments or where paving, footings, foundations, piers, or other new structures are to be installed, grind/remove entire stump to allow new proposed construction.
3. For trees/stumps to be removed in areas of planting, grind down roots to a depth of minimum 18" below finished grade, and greater as required to accommodate the rootballs and planting pits of new tree planting. See clause on Root Grinding. Chase and remove surface roots beyond the stump till the extent of the planted area.
4. Crews shall be well-trained in the use of root grinding equipment.
5. Verify that there are no existing irrigation or utility lines that will be affected by the root grinding process.
6. Protect any structures and landscape that will be affected by the throw of the root grinding machine.
7. Remove chips from the site, do not re-use as mulch on the project unless for temporary haul roads.
8. For backfill of voids in proposed paving areas, see Specification Section Earthwork & Grading.
9. For backfill of voids in proposed planting areas, see Specification Section Soil Preparation.
10. Fine grade and prepare planting backfill for planting.
11. Remove excess topsoil or planting backfill as required to complete finish grades as shown on the Drawings.

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.

3.03 IRRIGATION ADJUSTMENT

- A. General:
 - 1. Trench as required to access only those parts of the irrigation system to be adjusted.
 - 2. Cap all sprinkler heads / lines as necessary.
 - 3. Adjust, repair and/or replace sprinkler heads / lines as necessary.
 - 4. Salvage irrigation equipment needed to be removed for new construction.
 - 5. Backfill and restore adjusted and adjacent areas to condition existing prior to the start of the work. Includes replacing removed turf with sod to match existing turf.

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 0190

LANDSCAPE MAINTENANCE

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 Landscape Maintenance as specified in this Section during the landscape maintenance period, referred to herein as the Maintenance Period. The work includes establishing the plantings, providing pest and disease control, mowing, and maintaining the irrigation system and related construction elements during the Maintenance Period.
- B. Related Work:
 - 1. Irrigation
 - 2. Planting

1.03 MAINTENANCE PERIOD

- A. Time Limits: The Maintenance Period commences from the date of approval of substantial completion and extends for 60 calendar days, or until final completion approval, whichever is later.

1.04 REVIEWS

- A. Substantial Completion Review: Specifically request this review at least (5) five days in advance of the proposed start of the Maintenance Period. The Owners Representative will review for a final checklist of minor items to be completed. The Maintenance Period commences once the items are completed and approved by the Owners Representative. Items to be checked during this review include but are not limited to:
 - 1. All planted areas including turf and naturalized areas if applicable.
 - 2. Valve boxes, spray head / emitter / tree bubbler installation.
 - 3. Overall operation of the irrigation system.
 - 4. For point-source drip-irrigated areas, do not apply mulch until the system has been inspected unless permitted otherwise by the Owner's Representative.
 - 5. For sub-surface drip irrigated areas, ensure that the system was inspected earlier by the Owner's Representative prior to soil backfill over the drip lines.

- B. Final Review: Specifically request this review at least (5) five days in advance of the end of the Maintenance Period. Failure to request this notice automatically extends the date of completion. The Maintenance Period will continue until final completion is approved by the Owners Representative. Items to be checked during this review include but are not limited to:
 - 1. All planted areas including turf and naturalized areas if applicable, including all punch-list items identified at Substantial Completion Review.
 - 2. All irrigation punch-list items identified at Substantial Completion Review.

1.05 MAINTENANCE PERIOD SUBMITTALS

- A. Fertilizer: Submit written certificate showing rates, materials, and date of fertilizer application, to the Owner within five (5) days of each application.
- B. Pesticides / herbicides: If pesticides / herbicides are used, submit written certificate showing rates, materials, and date to the Owner within five (5) days of each application.
- C. Mowing: Submit mowing occurrences to the Owner each time mowings are completed.

1.06 CLOSE-OUT DOCUMENTATION

- A. Submit prior to the Final Review, the following additional documents for the Maintenance Binder.
 - 1. Work tags / reports, countersigned by the Owners Representative:
 - a. Fertilizer applications, including initial application.
 - b. Pesticide and herbicide applications, including initial application.
 - c. Mowing occurrences
 - d. In-service meeting discussion / decisions.
- B. Controller Schedule: 8.5x11 size type-written and laminated irrigation schedule for established (mature) landscape at end of Maintenance Period for reference purposes inside the controller. Schedule is to include run-times and frequency for each station.
 - 1. Attach irrigation schedule to laminated valve stationing plan – see Specification Section Landscape Irrigation.
- C. The Final Review will take place only after additional submittals and documents have been reviewed and approved by the Owners Representative.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. For maintenance fertilization: as specified in Specification Section Landscape Planting.

2.02 WATER

- A. During the course of construction and maintenance, water for landscape will be paid for by the Owner. Submit watering schedule with dates, times and frequency at start of the Maintenance Period.

2.03 CHEMICALS

- A. Insecticides, fungicides, pre and post-emergent herbicides as recommended by licensed Pest Control Operator and approved by the Owners Representative.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor's Responsibility: Work installed under this Contract damaged by vandalism, vehicular damage and/or theft during the installation of the work and up to the Substantial Completion approval, is to be repaired or replaced without additional cost to the Owner.
- B. Owner's Responsibility: Throughout the Maintenance Period, these damages and similar factors such as excessive litter, abuse and defacement will be the Owner's responsibility to repair or replace and will not be a part of this Contract. No planting is to be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and as specified in Specification Section Landscape Planting.

3.02 BASIC REQUIREMENTS

- A. Irrigation and Erosion: Maintain all planting areas at optimum moisture for plant growth. Hand water planting not adequately served by the automatic irrigation system. Repair settlement of soil and plants and soil erosion and replant areas to the satisfaction of the Owners Representative. Replace dying or deficient plants as they become apparent or as directed by the Owners Representative.
- B. Cultivating and Clean-Up: Keep all planting areas neat and free from debris at all times and be cultivate at not more than ten (10) day intervals.
- C. Weed control: Keep all planting areas weed-free at all times, by hand removal during the Maintenance Period.
- D. Insect, Pest, and Disease Control: Control insects, pests, rodents and diseases by the use of insecticides and fungicides, as applied by a licensed pest control operator with the prior approval of the Owners Representative.
- E. Fertilizer: Application for all planting areas including turf: as specified in Specification Section Landscape Planting.
- F. Mowing Schedule:

1. Winter - Mow grass to 1-1/2" when it reaches a height of 2-1/2".
 2. Other Seasons - Mow grass to 2" when it reaches a height of 3".
 3. Should the grass reach a height of more than 1" above the specified height, mow the grass in multiple passes, lowering the grass height by no more than 1" with each pass.
 4. Spray mower decks and blades with water and thoroughly clean these of grass clippings and dirt prior to mowing. Have the Owners Representative inspect the equipment prior to mowing operations.
- G. Pruning: Prune new trees and shrubs as directed by the Owners Representative. Do not remove lower branches from multi-trunk or low branching trees unless directed.
- H. Replacement Materials: Immediately replace any dead or damaged plant materials. Repair or replace turf areas not fully established and healthy as directed by the Owners Representative. Carry out replacements to the specifications and as required to match adjacent plantings at no additional cost to the Owner.
- I. Irrigation: Schedule and monitor controller stations as necessary to minimize water consumption while still providing adequate water for the plant material.
1. Adjust and clean all heads, emitters, valves, filters, regulators and other equipment as necessary to maintain the system.

3.03 CONDITION OF PLANTING AT END OF MAINTENANCE PERIOD

- A. Complete the following tasks prior to Final Review, and bring all planting areas to a satisfactory condition before final acceptance of the work. Replace plantings that do not conform to specifications.
- B. Clean all mulched planting areas of all broadleaf and grass weeds including those sprouting from root balls. Remove all basal growth and tree suckers from tree trunks and branches.
- C. Remove all nursery tree stakes and associated tying materials.
- D. Mulch: Rake out watering basins from all plants under a permanent irrigation system and re-spread the mulch, keeping mulch away from the plant stem.
- E. All turf areas are to be completely covered at the time of final acceptance, free of all weeds (broadleaf and grass weeds) and mowed to specified height. Patch up low spots and/or bare patches with sod, to be equivalent to the sod used during planting operations.

3.04 IN-SERVICE MEETING

- A. Specifically request, prior to Final Review, an In-Service meeting with the Owner's maintenance staff to identify any landscape maintenance issues and verify mowing schedules, and irrigation station sequence / run-times (controller schedule).

1. Document any discussions / decisions at the in-service meeting and provide this to the Owners Representative. Include a copy in the Maintenance Binder. See Specification Section Landscape Irrigation for other documents to be included in the Maintenance Binder.
2. The Final Review will take place only after the in-service meeting is completed, and final approval is contingent on the in-service meeting taking place to the satisfaction of the Owners Representative.

3.05 HARDWARE

- A. Provide the Owner at the in-service meeting the following:
 1. Quick Couplers – 2 quick coupler key / hose swivels

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 05 16

POROUS SYNTHETIC TURF BASE

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: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of a stable, compacted, permeable aggregate base layer, as shown on the Drawings.
- B. Related Work:
 - 1. Earthwork and Grading
 - 2. Synthetic Turf System

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 active edition, referred to herein as Standard Specifications, as they reasonably apply to this work, except for measurement and payment requirements.

1.04 DEFINITIONS

- A. Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 latest edition, expressed as a percentage.

1.05 SUBMITTALS

- A. Contractor shall submit sieve analyses of the stone courses specified to verify conformance to these specifications. Submittals shall include permeability testing from a certified laboratory or Geotechnical Engineer, at compaction percentages specified, and shall verify stone materials to be 100% fractured.

1.06 QUALITY ASSURANCE

- A. Testing:
 - 1. Testing shall occur for sieve conformance. Results shall be submitted prior to completion of the stone base installation.
 - a. The stone field area shall have a permeable rate no less than 14" per hour and the stone trenches shall have a permeable rate no less than 30" per hour. The testing shall be per Din 8035 Part 7, ASTM 2434 (constant head), or ASTM F2898 testing methods.
 - b. In addition to the lab testing, after installation of any aggregate base cross-section, designed to conduct rainfall from the synthetic turf to the sub-soils and/or under-

drain system, the finished aggregate base shall be tested, *in situ* for infiltration rate, using method ASTM F2898. The test shall be performed by a registered Geotechnical Engineer or certified agronomist, in at least 3 critical areas of the field as determined by the Owner's representative.

2. The Contractor is responsible to meet this performance specification, before proceeding with installation of the synthetic turf, and shall bear the cost of the on-site testing and the cost of any additional work necessary to achieve compliance with the specification.
3. All test results shall be logged and documented by the Owner's Technical Representative or Geotechnical Engineer. If at any time the processed stone base does not meet specifications, it shall be the Contractor's responsibility to restore, at his expense, the processed stone base to the required grade, cross-section and density.
4. After the contractor has independently confirmed compliance with all the above tolerances (planarity and elevation verified by a licensed surveyor and compaction, gradation, & permeability verified by Geotechnical Engineer, he shall notify the appropriate party and schedule a final inspection for approval. The contractor shall make available an orbital laser system to the Inspection Team for the inspection process.
5. Soft stone materials (i.e. sandstone, limestone and shale materials) are not suitable. Stone supplier shall certify that all supplied stone will be clean of this type of stone. All types of stone shall meet the following stability requirements.

TEST METHOD	CRITERIA
LA Abrasion (Calif. Test 211)	Not to exceed 40
Durability Index (Calif. Test 229)	Not less than 40

In addition, if stone stability to water and vehicles is in question, Owner has the right to perform additional testing to ensure material shall adhere to requirements of Caltrans Section 68, as well as additional applicable ASTM tests.

6. All testing fees shall be paid for by the Contractor.

- B. Standard Specifications: Shall mean the California Department of Transportation Standard Specifications, latest active edition.

PART 2 - PRODUCTS

2.01 PERMEABLE STONE

- A. Permeable Stone: Stone base materials shall be washed, 100% fractured, by mechanical means, with elongated characters on each individual particle larger than 1/4". Materials shall be devoid of mineral fines. All particles smaller than 1/4" shall be produced by manufactured means only. Rounded sands or aggregates are prohibited.
- B. Delivery Moisture Content: Processed stone shall contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate in transit or during placement and to facilitate proper compaction. The contractor shall ensure that aggregate leaving the source plant meet this requirement. The contractor is required to apply water to the processed stone on site to attain and maintain this minimum moisture content.
 1. Stone base materials shall not be allowed to be stockpiled on site, except for that which is end dumped on field surface to be immediately spread into place. See paragraph 3.04 B, this section.
- C. Aggregate or aggregate blends of permeable stone shall conform to the following gradation:

SIEVE	Sieve Sizes Metric (mm)	Percent Passing by Weight* Intended Result	Range
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1"	25.0	100	100
3/4"	19.0	100	90-100
3/8"	9.52	78	40-100
No. 4	4.75	36	25-40
No. 8	2.36	26	18-33
No. 30	0.600	11	5-15
No. 50	0.300	6	2-10
No. 200	0.075	2	0-5
Durability Index (CTM# 229)		40 min.	
Sand Equivalent (CTM# 217)		70	
LA Rattler (CTM# 211)		500 Revs, less than or = 40%	

* AASHTO Test Method T-27

- D. Collector Trench Drain Stone: Shall be as specified in Section 334116 Drainage Facilities.

2.02 OTHER MATERIALS

- A. Leveling Material: Limestone shall not be acceptable. Stone shall conform the following sieve:

Sieve Size	<u>Percent Passing</u>
3/8 inch	90-100%
No. 4	75-100%
No. 8	40-75%
No. 16	15-40%
No. 30	10-25%
No. 50	2-12%
No. 100	0-8%
No. 200	0-5%
Sand Equivalent:	72+
Durability:	60+
LA Rattler (CTM# 211)	
	100 Revs, less than or = 9%
	500 Revs, less than or = 30%

PART 3 - EXECUTION

3.01 SITE EVALUATION

- A. Contractor to verify that cleaning operations of organic material were sufficient to prepare for sub-grade preparation.

3.02 EXCAVATION

- A. A single benchmark shall be established prior to any excavation and maintained by a licensed surveyor of record during the entire construction process. The site shall be excavated to sub-grade depth as indicated on the Drawings and specified in Section Earthwork and Grading.
- B. In the event of over-excavation, select-fill material shall be used to achieve design sub-grade elevations. Select materials shall be as specified in Section Earthwork and Grading.
- C. Proof roll and mark "soft spots" for additional compaction or correction. Use static tandem drum-type roller of not less than five (5) tons weight. Proof rolling operations shall be performed in the presence of the Architect.

3.03 SUB-GRADE

- A. Verification: Verify sub-grade elevations of the finished sub-grade. The elevations shall conform to the elevations shown on Drawings.
- B. Work Conditions: Prior to synthetic turf base construction, the sub-grade surface shall be uniform and free of rocks, depressions, voids, and irregularities.

3.04 PERMEABLE AND LEVELING STONE INSTALLATION

- A. General: Install the permeable stone base over the entire sub-base, to a compacted thickness as shown on the Drawings. Care shall be taken to maintain the grade designed for the sub-base.
- B. Handling and Placement:
 - 1. Prior to aggregate placement, remove any excess or contaminated backfill from the drainage trenches.
 - 2. Should any separation of the materials occur, during any stage of the spreading the Contractor shall immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further separation. Double handling of materials shall not be allowed.
 - 3. The Contractor shall utilize laser control equipment for the grading of the processed stone to ensure accuracy in the grade tolerances of +0" to -1/4".
 - 4. Install processed stone base, from sideline toward center-line, to the lines and grades shown on the drawings. Under no circumstance shall the material be pushed more than 30' from the point of discharge.
 - 5. The Contractor shall shape the complete surface of the processed stone and continue until the deviation from the required elevation does not exceed a maximum deviation from grade of +0" to -1/4" in ten feet (10'), when measured in any direction using a 10' straight-edge.
 - 6. Each layer shall be spread uniformly with equipment that will not cause perceptible separation in gradation (segregation of the aggregates), preferably a self-propelled paving machine or small laser controlled low ground pressure (LPG) dozer.
 - 7. Where permeable stone is installed, the Contractor may elect to use the leveling material to fill in low spots to achieve planarity. It is not intended as an entire field covering at any specific depth.
- C. Compaction and Planarity:
 - 1. The processed stone shall be compacted to a minimum/maximum density of 85%-90% as determined by ASTM D1557.
 - 2. Proof-roll wherever possible and mark "soft spots" for additional compaction or correction. Use static tandem drum-type roller of not less than five (5) tons weight. Proof rolling operations shall be performed in the presence of the Architect.
 - 3. The finished surface shall not deviate (tolerance-to-grade) from designated compacted grade. This means that the surface shall not deviate more than 1/4" in 10' (any direction) when placed under a 10 foot straight edge. This tolerance is required over the entire field.
- D. Deviations: Areas that deviate shall be marked with spray paint and corrected with the leveling material and rolled tight to achieve proper density. Such remedial actions shall be done by hand and rechecked by means of test procedures described above.

3.05 PAYMENT

- A. The Lump Sum price paid for Synthetic Turf Base shall be considered full compensation for furnishing all labor and incidentals and all work involved, as specified in this Section and other sections and as shown on the Drawings, and no separate payment shall be made.

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
 - 2. Class 2 aggregate base

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2010 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.

1.5 PRODUCTS

1.6 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 2 – EXECUTION

2.1 GENERAL

- A. Perform work in conformance with Sections 25 and 26 of the Caltrans Standard Specifications.

2.2 PREPARATION

- A. Prepare subgrade as specified in Section 310000.
- 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.

2.3 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.

2.4 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 1216

ASPHALT CONCRETE PAVING

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 installation of Asphalt Concrete Paving including aggregate base as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading

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 Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
 - 1. PTWB-01 for Specification for Paint, Rapid Dry Waterborne Traffic Line, White, Yellow and Black
 - 2. PTH-02ALKYD Specification for Thermoplastic Traffic Striping Material, Alkyd Resin Binder, White and Lead-Free Yellow
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D522 Test Methods for Mandrel Bend Test of Attached Organic Coatings
 - 2. D711 Test Method for No-Pick-Up Time of Traffic Paint
 - 3. D2369 Test Method for Volatile Content of Coatings

1.04 SUBMITTALS

- A. Sieve data: asphalt and base materials.
- B. Documentation: Manufacturer's information on all products related to the asphalt paving specified herein. Include proof of compliance with applicable local or regional air pollution or air quality management district VOC requirements.

1.05 QUALITY ASSURANCE

- A. Tolerances: For sub-grade, sub-base and finished grade, tolerances, shall be as specified by the DTSS except that Contractor shall deliver the full aggregate base and asphaltic concrete thickness shown. No combination of high and low tolerances that comprise the cross-section will be permitted.
- B. Testing & Inspection: Notify the Owners Representative at the completion of the various stages of the operation as indicated below and allow such reasonable time for testing and inspection as the Owners Representative may require. Do not proceed with the next stage until authorization to proceed has been received from the Owners Representative.
1. After all rough grading is complete and sub-grade has been prepared to receive aggregate base and/or sub-base.
 2. After each course of aggregate base or sub-base has been placed and compacted and is ready for following course.
 3. After final placement and compaction of aggregate base or sub-base and sub-grade has been prepared to receive asphalt prime, or other following operation.
 4. When paving equipment is at the site and paving operation is ready to start.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading: Deliver material in sealed containers with labels legible and intact.
- B. Storage and Protection: Follow manufacturer's recommendations.

PART 2 - PRODUCTS

2.01 ASPHALT AND BASE MATERIALS

- A. Aggregate Base: DTSS, Section 26, Class-2, 3/4" maximum.

AGGREGATE GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing			
	1 1/2" Maximum		3/4" Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100		
1 1/2"	90-100	87-100		
1"			100	100
3/4"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

QUALITY REQUIREMENTS

Test	Operating Range	Contract Compliance
Resistance (R-value)		78 Min.
Sand Equivalent	25 Min.	22 Min.
Durability Index		35 Min.

B. Asphaltic Emulsion for Paint Binder: DTSS, Section 94, SS1.

C. Asphalt: DTSS, Section 92, Viscosity Grade AR 4000.

D. Aggregates: Grading requirements as given below:

1. Parking areas and driveways: DTSS, Section 39, 3/4" maximum, coarse grade.

3/4 inch Maximum, Coarse

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
1"		100	100
3/4"		90-100	87-100
3/8"		60-75	55-80
No. 4	45-50	X±5	X±8
No. 8	32-36	X±5	X±8
No. 30	15-18	X±5	X±8
No. 200		3-7	0-10

2. Court paving: DTSS, Section 39. 2" course - 3/8" aggregate maximum, with 6% oil content.

3/8 inch Maximum

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
1/2"		100	100
3/8"		95-100	95-100
No. 4	73-77	X±6	X±10
No. 8	58-63	X±6	X±10
No. 30	29-34	X±6	X±10
No. 200		3-10	0-14

2.02 STRIPING

A. Asphalt Striping: White, exterior type, fast dry, lead-free, water-based acrylic copolymer based traffic paint by Bauer, Ennis Paint, D.J. Simpson Company, or approved equal. Paint shall meet State of California V.O.C. limit of 250 g/l. Width per the Drawings.

- White color: Daylight luminous reflectance 80 min. Yellowness index 10 max.
- Yellow color: Daylight luminous reflectance min 50. Match Fed Std. 595b Color 33538.
- Blue color: Per ADA code.

PART 3 - EXECUTION

3.01 GENERAL

- Verify that the sub-base is properly compacted and at suitable grade for receiving aggregate base. Clear area to be paved of all debris and organic material. Re-compact and re-grade as necessary to place aggregate base.
- Before beginning base and paving work and during construction, take all steps necessary for protection of existing improvements. As the asphalt concrete is being placed, take extreme care not to discolor or damage curbs, fences, walls, or other surfaces. If damage occurs, repair same,

and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace the section. Dispose of all excavated material legally off-site.

3.02 SITE PREPARATION

- A. Apply pre-emergent herbicide as recommended by manufacturer to subgrade prior to base rock installation. Application shall be by a licensed pesticide applicator in the State of California
- B. Place and compact aggregate base where shown to a depth as noted on the plans as specified for Class 2 aggregate base in DTSS, Section 26.1. Verify grades to allow for finish paving.
- C. Clear aggregate base surface of all loose or unsuitable material.

3.03 ASPHALTIC CONCRETE INSTALLATION

- A. Apply paint binder in accord with DTSS, Section 39.4. Dilute paint binder with equal parts of water and applied to all vertical surfaces for existing pavement, curbs, gutters, catch basins, manhole frames, and construction joints in the surfacing, existing bases and pavements to be surfaced, and other surfaces designated by the Owners Representative. Provide asphaltic paint binder in sufficient quantity to produce a thin, uniform black, glossy coat of asphalt satisfactory to the Owners Representative. Redistribute pools in unevenly distributed areas by means of hand brooms. Verify exact rate of application with the Owners Representative.
- B. Spread asphalt concrete and compact uniformly to a closed, smooth surface and a layer of uniform density, in accord with DTSS, Section 39.6, in thicknesses noted on plans.
- C. At all concrete gutters, top of finished asphalt shall be 1/4" above edge of gutter.
- D. Finish grades shall be as shown, smooth and without sharp breaks, and shall allow the pavement to drain. Upon completion of the paving, flood the area as directed by the Owners Representative. Reconstruct any low areas as directed by the Owners Representative.

3.04 PARKING STRIPING

- A. Solvent-based striping: Prepare surface in conformance with DTSS Section 84 "Traffic Stripes and Pavement Markings". Paint only when air and surface temperatures are above 50 degrees. Line width shall not vary more than plus or minus 1/4". Apply two coats of paint per manufacturer's instructions.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 1546

STABILIZED DG PAVING

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 installation of Stabilized Decomposed Granite (DG) Paving as shown on the Drawings and as specified in this Section.
 - 1. All references to DG paving shall apply to Stabilized DG paving, unless otherwise noted.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Site Furnishings

1.03 STANDARDS & DEFINITIONS

- A. Unless otherwise shown or specified, all methods shall conform to the appropriate current sections of:
 - 1. 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, including:
 - 1. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 2. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 3. D2419 Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- C. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

1.04 QUALITY ASSURANCE

- A. Installer qualifications: provide evidence to indicate at least 3 years of successful experience in providing stabilized DG surfacing. Provide a list of three projects with Owner references and photos completed in the last 3 years.
- B. Single Source: Supply decomposed granite from a single source for the entire quantity required.
- C. Layout Review: Stake and layout all paving areas for review by the Owners Representative prior to excavation.
- D. Inspection: Notify the Owners Representative 24 hours prior to placement of any paving to inspect sub-grade and forms.
- E. Tolerances: Install the paving to the minimum thickness shown. Tolerances for subgrade and finished grade shall be as specified by the Standard Specifications, and no combination of high and low tolerances will be permitted.

1.05 SUBMITTALS

- A. Qualifications: as noted under Quality Assurance
- B. Stabilizer data sheet, and DG source information and sieve analysis.
- C. Sample: A one-quart sample of DG

1.06 DELIVERY STORAGE AND HANDLING

- A. Deliver all binder materials in original, unopened packaging. Protect materials / aggregate from contamination with foreign matter. Store under waterproof cover and protect from dampness.

PART 2 - PRODUCTS

2.01 DECOMPOSED GRANITE

- A. Decomposed Granite: ASTM C136 3/8" maximum gradation, produced from naturally friable rock / granite with enough fines to produce a smooth walking surface. Materials free from clay lumps, organic matter and deleterious material. Blends of coarse sand and rock dust are not acceptable. Class-IV rock fines are required for this project. Color: gold.

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100%
No. 4	85% - 95%
No. 8	70% - 80%
No. 16	50% - 60%
No. 30	40% - 50%

No. 50	25% - 35%
No. 100	15% - 25%
No. 200	10% - 20%

2.02 BINDER

- A. Binder: non-toxic premium organic soil additive in concentrated powdered form. Pre-approved products:
 - 1. Stabilizer™ by Stabilizer Solutions, Phoenix, AZ (800)336-2468, www.stabilizersolutions.com
 - 2. PHP™ Organic Aggregate Binder by TMT Enterprises, Inc., San Jose, CA (408)432-9040
 - 3. Natracil™ Organic Binder by Gail Materials, Corona, CA (951)667-6106
 - 4. Granitecrete Paving, www.granitecrete.com/ 800-670-0849
 - 5. Approved equal.
- B. Follow manufacturer's recommendations for binder to DG ratio. For bid-purposes only, estimate quantity of binder as follows:
 - 1. Pedestrian pathways – 12 lbs per ton
 - 2. Vehicular areas – 15 lbs per ton

2.03 WATER

- A. Water: free from contaminants that would discolor or be deleterious to DG blended with binder surfacing.

2.04 PRE-EMERGENT

- A. General: Low VOC, liquid or granular pre-emergent with active ingredient as trifluarin, oryzalin, or oxadiazon.

2.05 HEADERBOARD EDGE RESTRAINT

- A. Wood Header board: See Construction Details.

PART 3 - EXECUTION

3.01 GENERAL

- A. Examine grading and subsoil conditions. Do not install DG surfacing when sub-base is wet at saturated field capacity, during rainy conditions or below 40 degrees F and falling.
- B. Excavation: Excavate to depth required so edges of DG surfacing will match adjacent grades and have a maximum cross slope as shown on the Drawings.
- C. Compaction: Compact subgrade to 95% relative compaction.

- D. Preparation: Prior to installing paving install pre-emergent herbicide to sub-grade per manufacturer's recommendations.
- E. Pre-emergent Application #1: Comply with environmental control requirements of the authority / agency with jurisdiction over the site, for application. Apply per Manufacturer's instructions just prior to installation of the paving material. Take special care to ensure that pre-emergent is not applied to any areas which are to be planted. Maintain 12-inches of clearance from any planted edge. Do not apply pre-emergent to any areas that directly slope into drainage courses.
- F. Finished Surface: The finish grades of the paving shall conform to the lines, grades, and slopes on the Drawings. Edges of paving shall be flush with adjacent headers, concrete, or other paving. When work is complete, the surface must be smooth, compacted as specified, and uniform.
- G. Pre-emergent Application #3: Upon completion of spreading and compacting paving material, apply pre-emergent to entire paving surface.

3.02 STABILIZED DG INSTALLATION

- A. Mixing: Mix the materials per Manufacturer's recommendations in a drum type mixer on the job or a central mixing plant. In addition mix in granular pre-emergent (Application #2) per Manufacturer's recommendations.
 - 1. Provide the Owners Representative sufficient notice of intent to begin mixing so that the mixing and batching operation can be inspected
- B. Placement: Thoroughly moisten subgrade immediately prior to placing the Stabilized DG mixture. Place the mixture uniformly in layers no more than 2-inch thick. Deposit mixture in such a manner as to minimize the necessity for spotting, picking up or otherwise shifting the mixture. The mixture shall not be screeded off or finished by floating. No steel tooling of the mixture shall be done.
- C. Compaction: Compact the bottom layer of Stabilized DG to minimum 90% relative compaction prior to the placement of the top layer. Compact the top layer of Stabilized DG to minimum 90% relative compaction.
- D. Curing Do not allow traffic on Stabilized DG surfacing for a minimum of five (5) days after placement or until surfacing has fully cured.
- E. Protect Stabilized DG surfacing from damage until project completion. Repair damaged areas to match specified requirements.

3.04 EDGE RESTRAINT

- A. Alignment and grade of edge restraints shall be staked and limited to accurately reflect the plan layout prior to commencing work. After approval by the Owners Representative, assemble edge restraints to form well-crafted and securely constructed lines.

1. Use single lengths per side, cut pieces will not be permitted. Butt joints may be used only when the length of a continuous run exceeds the standard stock length of the edge restraint product.
 2. Butt joints shall be staked on either side close to the joint.
- B. Wood header board: straight-line joints less than three feet long; curved-line joints being laminated in a staggered pattern with ends no closer than eighteen inches.
1. Do not stake boards on one side only, unless against paving.
 2. Stakes: maximum five feet on center at all ends, splices and joints.
 3. Splice all joints with 2 x 4 x 24" with top of splice plate 3/4" below top of header.
 4. Trim all stakes to 3/4" below top of header.
 5. Locate stakes at all ends, joints, and splices. Clinch over all nails.
- C. Backfill all edge restraints prior to paving operations. Protect and repair all damaged edge restraints prior to final acceptance.

3.05 CLEAN UP

- A. Waste Removal: remove all waste as a result of DG paving construction from the site and dispose of legally. Remove all excess DG from adjacent planting and other hard surfaces.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 18 11

PERFORMANCE PAD

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: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of the performance pad (referred to herein as the pad). Install the pad over entire stone base, terminating at the perimeter of the synthetic turf field.
- B. Related Work
 - 1. Porous Synthetic Turf Base
 - 2. Synthetic Turf System

1.03 DEFINITIONS

- A. Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 (Modified Proctor), latest edition, expressed as a percentage.

1.04 QUALITY ASSURANCE

- A. Prospective bidders and/or installers of the performance pad shall be required to comply with the following:
 - 1. The Contractor shall provide competent workmen skilled in pad installation. Sub-contract supervisory installation personnel are permitted as approved by the Architect.
 - 2. The designated supervisory personnel on the project shall be certified by the manufacturers of the products as competent in the installation of these materials.
 - 3. The manufacturers shall have these representatives on site to certify that the installation meets their specifications and standards.

1.05 SUBMITTALS

- A. The successful bidder must submit to the owner's representative, for the owner's approval, the following items before the contract can be awarded.
- B. Prior to the installation, the Contractor shall submit product data and a sample of all components of the pad system.
- C. The Contractor shall provide, with the bid, a list of prior synthetic turf installations of similar types with pad, providing specific contacts and phone numbers.

PART 2 - PRODUCTS

2.01 PERFORMANCE PAD

- A. Acceptable manufacturers / systems, or approved equal:
 - 1. En-Plast Shock Drain 580, porous, available from www.en-plast.us, 832-730-4606.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Sub-grade shall be completed as specified in Section Earthwork and Grading.
- B. Timing of pad installation shall coincide with synthetic turf installation. No more than 20 yards of field coverage shall be installed of the pad product prior to installing synthetic turf.

3.02 PERFORMANCE PAD INSTALLATION

- A. Install pad products per manufacturer's instructions and as shown on the Drawings.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 18 13

SYNTHETIC TURF SYSTEM

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. The work under this section includes, but is not limited to, the installation of the new synthetic turf system, infill materials, in-laid markings, perimeter termination, warranty, and maintenance equipment.
- B. Related work includes but is not limited to:
 - 1. Porous Synthetic Turf Base
 - 2. Performance Pad

1.03 SUBMITTALS

- A. Installation Qualifications: The synthetic turf sub/contractor shall demonstrate experience on at least five (5) installations of the proposed material in the last year. The synthetic turf manufacturer shall certify the designated supervisory personnel on the project. A letter on the manufacturer's letterhead shall be submitted affirming the sub/contractor as competent in the installation of the material, including seaming methods, in-laid markings, termination and proper installation of the product.
- B. Synthetic Turf and Infill: The Contractor shall submit two (2) 12"x12" samples of un-filled synthetic turf proposed for this contract for approval of all colors, seaming materials, and layout of the system. The Contractor shall also submit an infill sample (approximately 1 quart bag size). The samples shall be reviewed as the product intended for use on the field. Along with the samples, product data shall be supplied, including turf and infill product data, infill source, turf layout shop drawings with field markings and any colors, logos, and lettering, and provide the infill sieve analysis.
- C. Warranty: The Contractor shall submit a manufacturer's warranty listing an eight (8) year guarantee for all labor, materials, workmanship, and services for the synthetic turf system, as specified herein.
- D. Testing and Quality Control: Submit a copy of the results certified by an independent testing laboratory for the following tests performed on the synthetic turf system:

Yarn Denier	ASTM D-1577
Yarn Breaking Strength	ASTM D-2256
Yarn Melting Point	ASTM D-789
Pile Height	ASTM D-418
Pile Weight	ASTM D-418
Total Weight	ASTM D-418
Backing Perforations	ASTM D-418

Tuft Bind (without infill)	ASTM D-1335
Tuft Bind (with infill)	ASTM D-1335
Grab Tear Strength	ASTM D-1682
Impact Attenuation	ASTM D-355
Pill Burn Test	ASTM D-2859
Specific Gravity	ASTM D-792
Lisport	Wear test

- E. Maintenance and Operating Data: Submit a copy of maintenance and operating data for the synthetic turf system. Provide descriptions of all equipment recommended for the maintenance, repair, and citing activities not recommended relative to the warranty. Include maintenance recommendations for; coverings for special events, small repair procedures, minor seam repair, discussion of the precautions to be practiced, general maintenance, and uses to avoid to protect the turf system.
- F. Site Acceptance: As a part of this contract, this contractor shall be responsible to oversee the installation of the base and drainage and to comment on any problems or conflicts that may be discovered. Upon completion of the base work, submit a letter confirming the site inspection has been performed, noting any discrepancies, problems and/or conflicts. A summary of certification of the acceptance of the base planarity shall be submitted. Continuing with the installation of the synthetic turf (without submittal of a written acceptance by the synthetic turf Contractor) over the base shall be considered as an approval of the base by the synthetic turf Contractor.

1.04 STANDARD SPECIFICATION FOR LAYOUT AND RULES

- A. All markings shall be performed using selected colors of turf materials.
- B. All markings and layout shall conform to the requirements set by the National Federation of State High School Associations (NFHS).

1.05 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturers' identification. All materials shall be stored in a dry place out of the direct sunlight.
- B. Bulk Materials: Deliver materials in clean, washed and covered trucks to eliminate contamination during transportation. On site stockpiling locations to be coordinated with the Owner. Stockpile only in areas free of debris and away from drainage routes. Cover all materials with plastic or geotextile if materials are to be stockpiled more than 48 hours.
- C. Prior to the installation of any materials and immediately upon delivery of the synthetic turf system and components to the project site, the Contractor shall inspect/verify the following:
 - 1. Damaged or defective items.
 - 2. Appropriate turf pile height and roll lengths.
 - 3. Uniformity of perforations.
 - 4. Arrival of adhesives in sealed, dry containers.
 - 5. Arrival of infill with a dry, loose condition, and contained in large sacks or bags without tears.

1.06 FIELD SYSTEM HOLD HARMLESS

- A. The contractor shall hold the Owner, Project Manager, and Field Consultant harmless from infringement of any current or future patent issued for the synthetic turf system,

- B. fibers, backings, including performance pad (as required), installation methods and vertical draining characteristics. The successful Proposer will be required to submit a letter for consent from their surety. Surety will indemnify the requirements.

1.07 FIELD DIMENSIONS AND LAYOUT

- A. The Contractor will be responsible for furnishing, setting and marking all lines, seams and markings for the field. The Contractor shall at all times maintain all necessary benchmarks and control points to locate all events and markings.

1.08 WARRANTY OF SYNTHETIC TURF SYSTEM

- A. General:
 1. The Contractor shall be required to issue a non-prorated guarantee for 100% of all labor, materials, workmanship, and services for the synthetic turf and markings for a period of eight (8) years, specified from a date of written acceptance of the work. This warranty will not be subject to pro-rating of the synthetic turf for any failure due to installation or materials. The turf surface wear will be determined by an independent consultant acceptable to all parties.
 - a. The Owner will notify the contractor in writing of any issues that require remedial work on the field area.
 - b. The Contractor shall respond to the notification within 48 hours of receipt and schedule any major defect or repair within 72 hours or as weather permits.
 - c. The warranty requires that the contractor shall be required to perform all required repairs in a permanent and suitable manner as deemed necessary to maintain a safe playing condition at all times.
 - d. The warranty requires that in case of any major repair or replacement, the contractor is to schedule such work as to not interfere with the Owner's primary use or schedule.
 - e. Any replacement or repair area shall match (as close as possible) the appearance of the existing turf.
 - f. Failure to service the requirements of this warranty will be charge to the contractor.
 - g. Any defect caused by delamination, peeling, normal abrasion or raveling that is not in original conformance with the testing specifications shall be repaired or replaced at no cost to the Owner during this guarantee period.
 2. In addition to the Contractor's warranty, the contractor shall be required to submit the following documents in regard to the guarantee:
 - a. Provide an EIGHT (8) year warranty for the turf product from the manufacturer for all work performed under this contract.
 - b. Provide an EIGHT (8) year warranty for the fibers from the fiber manufacturer for all work performed under this contract.
 - c. Provide an EIGHT (8) year surfacing manufacturer and installer written guarantee for the synthetic turf.
 - d. Documents shall be submitted to the Owner prior to final payment.
 3. The Contractor will be responsible for all tests that fail the specification. The Owner reserves the right to submit the surface to the above tests at any time during the length of the guarantee. Consideration will be given to the time and use of the surface.
 4. This warranty does not cover excessive wear of the surface caused by misuse. The Owner will be given an instructions and caretaking procedures before final acceptance. This is to follow the maintenance guidelines as specified by the surfacing manufacturer.
 5. The Warranty/Guarantee shall cover, in general, the usability of the turf system (and pad as required); accessories use characteristics and suitability of the installation. All items covered by the warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting contractor for a period of eight (8) years to the Owner from the date of substantial completion. The field materials shall be guaranteed for the designated uses as follows:

- a. Marching Band
 - b. Football
 - c. Soccer
 - d. Physical Trustees exercises
 - e. Physical Trustees activities
 - f. Lacrosse
 - g. Field Hockey
 - h. Rugby
 - i. Pneumatic rubber tired maintenance and service equipment
 - j. Pedestrian traffic and other similar uses
6. A principal of the applicable firm, duly authorized to make contracts, shall sign the turf contractor warranty. The term "contractor" contained herein means the firm furnishing the warranty. "Owner" is _____. If the turf manufacturer of the synthetic turf system is not the same entity as the contractor, the warranty shall be co-signed by the manufacturer and the installation contractor.

B. Form of Warranty of the Synthetic Turf System

1. Contractor hereby warrants to the Owner, subject to the limitations and conditions set forth below, that its synthetic turf system consisting of the synthetic turf described as _____, the shock-absorbing under-pad (if necessary) described as _____, and the adhesives used in the installation, are free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance by the Owner, remain serviceable for the activities as listed above.
2. Contractor warrants to the Owner that its synthetic turf materials shall not fade, fail, shrink, wrinkle or reflect excessive wear. Contractor shall, at their sole expense and cost, replace such areas of the synthetic turf system not performing to these standards for the life of the warranty.
3. Definitions:
 - a. The term "not fade" in the context of this warranty shall mean that the synthetic turf material remain a uniform shade of green or the other colors installed with no significant loss of color as defined by not greater than 20% loss or shade reduction.
 - b. The term "not fail" or "excessive wear" as used in the context of this warranty shall mean that the length and weight of the face yarn or pile material in the synthetic turf surface shall not have been decreased by more than 8% per year according to ASTM D418, nor exceed 20% during the warranty period. In the event that the synthetic turf materials do not retain its fiber height or shock absorbency and is consequently no longer serviceable during the warranty period, the Contractor shall, at their sole expense, replace such portions of the system that are no longer serviceable.
 - c. The term "serviceable" in the context of this warranty shall mean that the synthetic turf material shall have a maximum "G" force value according to Procedure A, B, or C of ASTM D355, not exceed 110 G's at any location upon installation and shall not exceed 140 G's thereafter throughout the life of the warranty period. This shall be determined by conducting dynamic cushioning tests at the six field locations as required per ASTM D355 procedures. "G" force factor values to be determined at 70 degrees F. Any increase from 110 G's to allowable 140 G's maximum shall be at a relatively uniform rate not to exceed 10 G's in any single year.
4. Where applicable, the fabric shall adhere firmly and completely to the under pad or seaming tape over the entire warranty period.
5. Contractor warrants to the Owner that the permeable synthetic turf system shall drain vertically a minimum of 14 inches precipitation per hour for a maximum of 24 hours continuously, without visible surface ponding.
6. Contractor shall replace with new materials, at their sole expense, any damage to the synthetic turf system, which extends more than one meter beyond the location of foreign combustibles, which may ignite, and fire-damage the synthetic turf system. The Contractor

shall not be held responsible for any incidental or consequential damages. These warranties and the Contractor's obligations here-under are expressly conditioned upon;

- a. The Owner making all minor repairs to the synthetic turf system upon the discovery of the need for such repairs.
 - b. The Owner maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions.
 - c. The Owner complying with the dynamic and static load specifications established by the Contractor.
7. The warranty is not to cover any defect, failure, damage or undue wear in or to the synthetic turf system caused by or connected with abuse, neglect, deliberate acts, acts of God, casualty, static or dynamic loads exceeding Contractor's recommendations.
 8. Contractor shall examine the synthetic turf system at least once per year or in regards to any claim that the Owner makes to be present at any time, to analyze the results of all tests conducted by the Owner or others, and to conduct such tests of their own. Contractor shall not be responsible for any costs or expenses incurred by the Owner or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative. The annual testing will be at the expense of the Contractor and the results delivered to the Owner within 60 days of the testing.
 9. In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of the notice or does not submit, schedule and execute corrective work within 60 days (weather permitting), the Owner has the option of having the work performed at the expense of the Contractor.
 10. The Contractor will be given 7 days notice in the form of a certified letter notifying the Contractor of the end of the 60 day scheduling period.
 11. Sample form of warranty herein set forth is a suggested for use for the work under this section. Manufacturers' standard form of warranty may be used provided conditions specified herein are incorporated. All claims by the Owner under this warranty must be made in writing to the Contractor's address within 30 days after the Owner learns of the defect, giving rise to the claim. This warranty shall constitute a contract made in the State of California and shall be governed by the laws of that State.

PART 2 - MATERIALS

2.01 SYNTHETIC TURF

- A. The synthetic turf system shall be a vertically draining, permeable system consisting of a grass-like pile that shall be tufted into a double layer synthetic backing. The final coating shall be a polyurethane based material.
- B. The suppliers listed are capable vendors for the specified material. This specification will supersede any references to the vendors' specifications or product literature. The specification is meant to identify the quality and quantity of the specific components and performance results. Any material exceeding the specifications shall be considered as an equal. Any material with variations from the specifications shall be approved by the Owner prior to acceptance under this specification and contract.

The Synthetic Turf Producers:

1. ACT Global, Austin, TX, 512-733-5300, www.actglobal.com
 2. Astroturf, Dalton, GA, 800-723-8873, www.astroturf.com
 3. GrassRoots, Chatsworth, GA, 770-917-8200, www.grassrootsturf.com
 4. Controlled Producs, Dalton, GA, 800-562-4492, www.cpturf.com
 5. Equal Producers, only approved by the Owner, or by pre-bid submittals.
- C. The entire system shall be resistant to weather, insects, rot, mildew, fungus growth and be non-allergenic and non-toxic. The entire system shall be constructed to maximize dimensional

stability, to resist damage and normal wear and tear from its designated uses and to minimize the ultra-violet degradation.

- D. Include all labor, materials, equipment, transportation and services to install the complete, all-weather synthetic turf system.

2.02 DYNAMIC CUSHIONING REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

- A. See paragraph 1.8 B, 3, c.

2.03 PERMEABILITY REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

- A. The combined turf, infill system and pad shall drain vertically at a minimum of 14 inches of precipitation per hour for 24 hours continuously, without visible surface ponding.

2.04 SYNTHETIC TURF PILE SURFACE

- A. The pile surface shall provide good traction in all types of weather with the use of conventional "sneaker type shoes" and composition, molded sole athletic shoes. The pile surface shall be suitable for both temporary and permanent line. Markings and permanent markings using a rubber base paint where applicable.

2.05 SYNTHETIC TURF SYSTEM MATERIAL COMPONENTS

- A. Pile fibers shall resemble freshly grown, natural grass in appearance, texture and color (except for the color turf for markings).
- B. Fibers shall be a parallel slit film fibers.
- C. The fibers are tufted through a two layer (one woven and one non-woven) synthetic backing material. The primary backing layer shall be CRB polyester or polypropylene 18/13 Pic. Mattex Fabrics or equal. Action backs are not allowed.
- D. The final coating, or secondary backing, shall be a moisture cured polyurethane. This backing shall be not less than 20 ounces. Latex backing material is not acceptable. The secondary backing, or polyurethane coating, shall be uniform and monolithic when cured.
- E. If sewn, all turf seams shall be constructed of reinforced backing material or sewn with high strength polyester fiber cord. Sewn seams shall be a "double loop stitch" (bagger seams are not acceptable) type seam. Seams shall lay flat after infill.
- F. All glued seams shall have a 12" wide seaming tape of nylon or Mylar, fully coated with adhesive. All seams shall not have any adhesive applied to any exposed fibers. All graphics or markings can be in-laid or cut-in.
- G. All turf shall be perforated for drainage after the final backing coating. The perforations shall be not less than 1/4" in diameter and have a uniform spacing of not more than 4" on center. Perforations shall be complete and full diameter for a minimum of 95% of each roll.
- H. On-site perforations are to be inspected prior to installation of the product.
- I. The turf shall be constructed and installed in minimum widths of 15 feet with no longitudinal or transverse seams, except for inlaid lines with a finished roll assembly. The seams shall be 15'-0" apart and shall have the white 5-yard line tufted into each panel for the full width of the field (for football fields only). Rolls that do not comply with the proper length or conform to the seaming

diagram as submitted prior to the installation, shall be rejected from the site. No fitted pieces will be allowed to true alignment.

2.06 TURF PERFORMANCE AND TEST REQUIREMENTS

1.	Melting Point	ASTM D789	135 degrees C.
2.	Specific Gravity	ASTM D792	.950 to .960
3.	Breaking Strength	ASTM D5034	Length 283 lbs./ft. Width 208 lbs. /ft.
4.	Coefficient of Friction	ASTM D5034	Dry 1.15 Wet 1.00
5.	Pill Burn Test	ASTM D2859	8 Passed/0 Failed
6.	Tuft Bind (without infill)	ASTM D1335	8 lbs./sq.ft.
	Tuft Bind (with infill)	ASTM D1335	22 lbs./sq.ft.
7.	Pile Height	ASTM D418	1 1/4"-1 1/2", finished
8.	Fiber Face Weight	ASTM D418	50 oz./sq. yard total, min.
9.	Fiber Construction	ASTM D418	Fibers shall be 100% slit film
10.	Gauge Width	ASTM D418	1/2"
11.	Fiber Denier	ASTM D418	Slit film: 8,000 Denier
12.	Fiber Thickness	ASTM D418	Slit film: 100 microns
13.	Fibers (Yarn):		
	a. Polytex fibers, by APT.		
	b. Bonar/Mattex Ultrablade		
	c. Radici Group, Italy		
14.	Secondary Backing	ASTM D418	20 oz. Non-filled Polyurethane (CLEAR)
15.	Primary Backing		
15.	Total Product Weight:		80 oz/sy minimum
16.	Lisport Testing		100,000 hours

2.07 LINES AND MARKINGS

- A. All lines and markings shall be installed as shown on the Drawings, and shall include all incidental markings required by the NFHS that may not be shown on the Bid and Shop Drawings.

2.08 ADHESIVE MATERIAL

- A. Adhesive material to adhere the synthetic turf shall be:
- 34-G adhesive as manufactured by Synthetic Surfaces, Inc. of Scotch Plains, NJ.
 - StaBond (one part adhesive), By StaBond adhesive, Gardena, CA.
 - Mapai Ultrabond PU 1K(single component), Mapai, Deerfield Beach, FL.
 - The adhesive shall be applied at the rate not to exceed 60 square feet per gallon.
- B. The adhesive shall have the same warranty period as the synthetic turf system. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultra-violet rays at any location upon installation.

2.09 INFILL

- A. Infill shall be a combination of EPDM and sand.
- B. The sand shall be rounded, dust free, 30-60 mesh size.
- C. Ethylene Propylene Diene Monomer (EPDM) shall be black or green color, peroxide cured, less than 5000 ppm Zinc. The material shall have a size not to exceed 10 mesh nor smaller than 20

mesh. Specific gravity shall not be less than 1.6 or more than 1.85. Shall be as supplied by Target Technologies, Midwest Elastomers, Melos, Gezolan, or BRG.

2.10 FIELD MAINTENANCE EQUIPMENT

- A. The Contractor shall supply at the end of the Project one new and unused TCA 1400 turf groomer/sweeper by SMG, available from www.smgequipment.com 253-350-8803.
- B. If the Contractor fails to deliver any of the equipment listed above, the Owner shall receive a total credit from the contract, the corresponding amounts for each equipment item noted above.

PART 3 - EXECUTION

3.01 OWNER TESTING

- A. The Owner reserves the right to submit any material, either before or after installation to any testing it deems necessary to satisfy the conditions of this contract.
- B. Any material tested and found not in compliance with the contract will be rejected and replaced with material conforming to the specifications. This will be done at the sole expense of the contractor.
- C. Any testing performed by the Owner will be at the Owner's expense. The contractor is responsible for the cost of all testing that fails.

3.02 TURF INSTALLATION

- A. Perform all work in strict accordance to the drawings, shop drawings and manufacturer's specifications and instructions.
- B. Verification: The Contractor is responsible for the inspecting, verifying and completing all installed work of this section.
- C. Weather Permitted Conditions: The Contractor shall not perform any work if any of the following conditions exist;
 - 1. Ambient air temperatures are below 45 degrees F.
 - 2. Material temperature falls below 45 degrees F.
 - 3. Rain is forecast or falling
 - 4. Conditions exist or are pending that will be unsuitable to the installation of the system.
- D. Seams:
 - 1. All panel seams shall be securely sewn using a double stitch bagger seam and/or glued to a backing material of nylon or mylar.
 - 2. All panel seams spacing are to be held to a minimum of 15 feet unless prior approval of seaming diagram indicates a lesser panel.
 - 3. All inlaid areas shall have full fastenings and no loose areas. At no time can pulling on the section separate the material.
 - 4. All seams and inlaid areas shall be brushed thoroughly before infill materials are installed.
- E. Turf Edges and Termination: All edges and ends of the turf shall be secured to the perimeter nailer. This termination shall be as detailed in the drawings and specifications. The turf shall be attached directly to the nailer utilizing galvanized fabric studs, placed at 8" intervals. The contractor shall submit a shop drawing of this termination detail prior to any work on the site.

3.03 LINES, MARKINGS AND IN-LAID TURF

- A. See drawings for locations, widths, and colors of lines, in-laid turf, and center field logo.

3.04 GROOMING

- A. After installation of the turf, all the lines, and perimeter termination, the Contractor shall groom the entire surface, slowly and deliberately. The speed of the grooming operation shall be no more than 2 miles an hour, to properly blossom the turf fibers and remove any wrinkles. Grooming shall be done with a minimum of 5 passes, prior to infill installation.

3.05 INFILL INSTALLATION

- A. No infill materials shall be installed until the turf system is fully installed with all lines and markings, and groomed as stated above.
- B. The finished infill installation shall consist of not less than 1.5 pounds total per square foot of EPDM, and 5 lbs per square foot of sand.
- C. The infill materials shall be installed in layers not to exceed 0.3 pound per square foot, per layer.
- D. The turf shall remain free draining at all times: before, during, and after the infill materials
- E. After the infill installation, the field shall be groomed at a minimum of 4 passes; including down the length, across the width, and 2 diagonal passes at 45 degrees to the field.
- F. This contractor shall be required to return to the site after not less than 60 days to inspect and add infill materials as needed.

3.06 SURPLUS MATERIALS

- A. Supply the additional following materials upon completion of installation:
 1. Remnant turf material as accepted by the Owner.
 2. Fifty linear feet of primary line color in 4-inch width.
 3. Ten linear feet of secondary line color, logo and lettering colors in 4-inch width.

3.07 TRAINING

- A. Provide one four-hour onsite training session for the Owner's maintenance staff for proper use of new or existing field maintenance equipment and proper long-term maintenance of synthetic turf system for warranty compliance. Training session shall be coordinated through the Owner. Installer shall provide a small field utility vehicle suitable for towing maintenance equipment to demonstrate how equipment works for training session.

3.08 FINAL INSPECTION, SITE PROTECTION, AND GENERAL CLEANUP

- A. Final inspection: Once installation is complete, the entire surface shall be inspected, with particular attention to seams and edge attachments, by the Contractor, Project Inspector, Owner and Architect. Corrections shall be noted and rectified prior to Substantial Completion. Lines shall be checked for straightness, correctness and installation. Each sport lines and correct dimensions shall be verified. Entire area shall be checked for wrinkles, evenness of field infill and planarity deficiencies.
- B. The Contractor shall take special care to protect all field and stadium structures and utilities

- C. The site shall be kept clean and free of debris throughout the installation. Empty barrels, sacks, bags, and remnant materials shall be appropriately and legally stored or disposed of daily. Usable remnant materials of turf shall become property of the Owner. Store as directed by the Owner.
- D. After completion of the entire project, all debris remaining that is not a part of the final project shall be removed from the site.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 1900

SITE CONCRETE

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 installation of plain, Site Concrete as shown on the Drawings and as specified in this Section.
 - 1. The work includes installation of aggregate base.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Site Furnishings
 - 3. Sports Equipment

1.03 STANDARDS AND DEFINITIONS

- 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 Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
- B. American Concrete Institute (ACI) specifications, latest editions, including:
 - 1. ACI 301 Specifications for Structural Concrete
 - 2. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
 - 3. ACI 318 Building Code Requirements for Structural Concrete
- C. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A185 Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
 - 2. A615 Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. A1064 Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - 4. C33 Specification for Concrete Aggregates
 - 5. C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 6. C94 Specification for Ready-Mixed Concrete
 - 7. C114 Test Methods for Chemical Analysis of Hydraulic Cement

8. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 9. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 10. C143 Test Method for Slump of Hydraulic-Cement Concrete
 11. C150 Specification for Portland Cement
 12. C157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
 13. C171 Specification for Sheet Materials for Curing Concrete
 14. C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
 15. C260 Specification for Air-Entraining Admixtures for Concrete
 16. C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 17. C311 Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
 18. C330 Specification for Lightweight Aggregates for Structural Concrete
 19. C494 Specification for Chemical Admixtures for Concrete
 20. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
 21. C881 Specification for Epoxy-Resin-Base Bonding Systems for Concrete
 22. C920 Specification for Elastomeric Joint Sealants
 23. C979 Specification for Pigments for Integrally Colored Concrete
 24. C989 Specification for Slag Cement for Use in Concrete and Mortars
 25. C1240 Specification for Silica Fume Used in Cementitious Mixtures
 26. C1315 Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete
 27. C1602 Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
 28. C1603 Test Method for Measurement of Solids in Water
 29. D448 Classification for Sizes of Aggregate for Road and Bridge Construction
 30. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 31. D1751 Specification for Preformed Expansion Joint Filler for Concrete Paving
 32. D1883 Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils
- D. California Air Quality Management District (AQMD) Rule 1113 Volatile Organic Compound (VOC) Limits.
- E. California Building Code (CBC), Part 2 of California Code of Regulations, Title 24: Walking surface finishes are to comply with accessibility provisions of the CBC, applicable edition.
- F. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

1.04 QUALITY ASSURANCE

- A. Layout Review: Stake and layout all site concrete installations for review by the Owners Representative prior to excavation.
- B. Inspection: Notify the Owners Representative 24 hours prior to placement of any concrete to inspect sub-grade, forms, and reinforcement.

- C. Tolerances: Install the aggregate base and concrete to the minimum thickness shown and maintain tolerances for sub-grade, sub-base and finished grade as specified by DTSS. No combination of high and low tolerances will be permitted.
- D. Substitutions: shotcrete / gunite will not be permitted as a substitute for cast-in-place concrete.

1.05 SUBMITTALS

- A. Product data: All steel reinforcement, sealants, cure, expansion joint filler.
- B. Sieve analysis: Sieve analysis for aggregate base.
- C. Concrete Mix: Proposed mix design of each class of concrete specified with proportions of materials.
 - 1. Mix design: state the following:
 - a. Compressive strength in PSI at 28 days.
 - b. Slump
 - c. Water-cement ratio
 - d. Color, if applicable
 - 2. Slump Test Data in support of submitted concrete mix
 - 3. Cylinder Report in support of submitted concrete mix
 - 4. Strength Performance Report of submitted concrete mix
 - 5. Sieve data / certification for coarse and fine aggregate
 - 6. Test report / certification for cement and fly ash. Admixture data. Water test report for ready mix concrete.
- D. Detectable Warning Surfaces: Manufacturer's Certificate of compliance with ADAAG / CA-Title 24, and 5-year product warranty as noted herein.
 - 1. Provide a sample of the Detectable Warning Surface if a substitution is requested.

PART 2 - PRODUCTS

2.01 BASE, FORMWORK, AND REINFORCEMENT

- A. Aggregate Base: DTSS, Section 26, Class-2, 3/4" maximum.

AGGREGATE GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing			
	1 1/2" Maximum		3/4" Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100		
1 1/2"	90-100	87-100		
1"			100	100
3/4"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

QUALITY REQUIREMENTS

Test	Operating Range	Contract Compliance
Resistance (R-value)		78 Min.
Sand Equivalent	25 Min.	22 Min.
Durability Index		35 Min.

- B. Formwork: Steel or wood, of size and strength to resist movement during concrete placement and to retain straight, true, and to proper elevation, horizontal and vertical alignment until removed. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required.
- C. Reinforcement Bars and Dowels: ASTM A615. Clean and free of paint and loose rust scale. Deformed steel bars, Grade 60 for bars #5 and larger; Grade 40 for bars #4 and smaller, unless otherwise shown.
- D. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185 by Davis Wire Corporation or approved equal. Furnished in flat panels, not rolls.
- E. Form-release: form release agent, California AQMD Rule 1113 VOC-limits compliant.

2.02 CONCRETE

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150. Type-II.
 - 2. Slag: ASTM C989 if specified in the concrete mix design.
- B. Coarse Aggregate: ASTM C33 and DTSS Section 90. Gravel, crushed gravel, crushed rock, or combinations thereof, free from organic matter and other deleterious substances, from an approved source.
- C. Fine Aggregate: ASTM C33 and DTSS Section 90. Natural sand or a combination of not less than 50% natural and manufactured sand, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. Thoroughly and uniformly washed.

- D. Water: ASTM C94, clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances. For ready-mix concrete water density shall be monitored with an automated device conforming to ASTM C1603.
- E. Chemical Admixtures:
 - 1. All admixtures: California AQMD Rule 1113 VOC-limits compliant
 - 2. Air Entraining: ASTM C260. Use five percent (5%) air entrainment: Manufactured by BASF, Sika, W.R. Grace or approved equal.
 - 3. Water Reducing: ASTM C494, manufactured by BASF, Sika, W.R. Grace or approved equal.
 - 4. Shrinkage Reducing: ASTM C494. Capable of reducing drying shrinkage up to 80% at 28 days per ASTM C157, BASF, W.R. Grace or approved equal.
 - 5. Accelerating: ASTM C494, non-corrosive admixture manufactured by BASF, W.R. Grace or approved equal.
 - 6. Hydration Controlling: ASTM C494, Type B, and Type D by BASF, or approved equal.
 - 7. Calcium chloride is not permitted in the manufacture of chemical admixtures.
- F. Cure: ASTM C1315 Type 1, Class A. Water-based, California AQMD Rule 1113 VOC-limits compliant, clear membrane curing compound, by W.R. Meadows, L.M. Scofield, or approved equal.
 - 1. Do not use white liquid membrane curing compound.
 - 2. For colored concrete with tinted sealers, see clause on Concrete Colors in this Specification for color tinted cure-sealers that are applied to freshly placed concrete. Do not use this cure.
- G. Color & Finish: As shown on the Drawings.

2.03 CONCRETE MIX DESIGN

- A. Concrete mix: conform to applicable industry standards for concrete materials, admixtures, bonding materials, curing and other except as noted.
 - 1. Concrete mixes shall be properly proportioned for yield.
 - 2. Water / cement ratio: 0.50 max unless otherwise approved by the Owners Representative
 - 3. Slump: maximum four (4") inches. A tolerance of up to one (1") inch above the maximum indicated is allowed for one batch in any five consecutive batches tested.
- B. Strength: ASTM C39 designated by class based on 28-day compressive strengths when tested:
 - 1. Class-2 (590 lbs of cementitious material per cubic yard) for curbs, gutters, footings, vehicular paving, unless otherwise noted. Minimum compressive strength of 3000 PSI at 28-days.
 - 2. Class-3 (505 lbs of cementitious material per cubic yard) for all sidewalks, unless otherwise noted. Minimum compressive strength of 2500 PSI at 28-days.
- C. Fly Ash: Incorporation of fly ash into the concrete mix is at the Contractor's discretion. If fly-ash is to be used in the mix, substitute up to 25% of Portland cement with fly ash for all classes of concrete, final proportions to be determined by the concrete supplier.
 - 1. Concrete mixtures with fly ash must be properly designed for the application, and finishing procedures must be appropriately applied.
 - 2. For mix designs utilizing 25% or more fly ash, proportioning shall be based on field experience or trial mixtures or both, per ACI 318, Section 5.3.

- D. Slag: Incorporation of slag into the concrete mix is at the Contractor's discretion. If slag is to be used in the mix, substitute up to 40% of Portland cement with slag for all classes of concrete, final proportions to be determined by the concrete supplier.
 - 1. Concrete mixtures with slag must be properly designed for the application, and finishing procedures must be appropriately applied.
- E. Chemical Admixtures
 - 1. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: do not include Air Entraining Mixtures.
 - 2. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: include Water Reducing Admixtures.
 - 3. Chemical admixtures: at the Contractor's discretion or the mix design submitted by the concrete ready-mix supplier, with the two exceptions noted above.
 - 4. Chemical admixtures: specified within the range of the manufacturer's recommended concentration.

2.04 CONTROL JOINTS

- A. General: All adhesives, fillers, sealants: California AQMD Rule 1113 VOC-limits compliant
- B. Epoxy Adhesive: ASTM C881, injectable two-component epoxy adhesive, where used for threaded anchor rods or dowels. HIT-RE 500-V3 epoxy adhesive anchoring system by Hilti Inc. USA (800)879-8000, www.us.hilti.com, or equal.
- C. Expansion joint filler: ASTM D1751, 3/8" thick asphalt impregnated fiberboard, by W.R. Meadows or approved equal.

2.05 DETECTABLE WARNING (DW) SURFACES

- A. General:
 - 1. Comply with all requirements of ADAAG / CA Title 24 / CBC, applicable editions.
 - 2. Minimum static coefficient of friction of 0.6, wet and dry.
 - 3. Include a written replacement warranty for detectable warning surface, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment.
 - 4. Finished surfaces shall be free from blemishes.
 - 5. Colorfast and UV-stable color as shown on the Drawings.
- B. Products (new concrete): Pre-approved detectable warning surface, size as shown on the Drawings:
 - 1. Cast-in place composite surface. Armor Tile by Engineered Plastics, Inc. (800)682-2525, or Tactile Warning System by ADA Solutions, Inc. (800)372-0519
 - 2. Approved equal.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

- A. Weather Conditions: Construct concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations.
- C. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 BASE PREPARATION

- A. Sub-grade: See Specification Section Earthwork and Grading for sub-grade preparation and compaction requirements. Verify that sub-grade preparation, compacted density and elevations conform to the Specifications.
- B. Place and compact aggregate base as specified in DTSS Section 26, to at least 95% relative compaction in accordance with ASTM D1557, and to a depth as noted on the Drawings. Verify grades to allow for finish paving.
- C. Clear aggregate base surface of all loose or unsuitable material.

3.03 INSTALLATION

- A. Form Construction: Set forms to the required grades and lines, rigidly braced and secured.
 - 1. Construct walls and seat walls less than 18" above finish grade without form ties unless essential for stability of formwork. Align form ties horizontally and vertically.
 - 2. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
 - 3. Remove forms without damage to the placed concrete.
 - 4. Install form ties and similar accessories such that all metal will be at least 1 inch from surface when forms are stripped.
- B. Reinforcement: Install per the Drawings, and secure in place. Do not pour concrete prior to the inspection by the Owners Representative.
- C. Placement: Moisten sub-grade as required to provide a uniform, dampened condition at the time concrete is placed. Place concrete using methods which prevent segregation of the mix, with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse assemblies, reinforcement, or side forms. Use care to prevent dislocation of reinforcing, dowels, and joint devices. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction/cold joint.

- D. Control Joints: Construct control joints true-to-line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise noted. See Control Joint Types specified herein for specific guidelines.
 - 1. Set all joints accurately to grade and straight in alignment as shown on the Drawings. Alignment shall not vary more than 1/8" in 10' length.
- E. Finishing: After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous, smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
 - 1. After floating, test concrete surface for trueness - maximum 1/8" variation in 10' length in any direction.
 - 2. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as specified herein.
 - 3. During finishing, do not apply cement to the dry concrete surface.
 - 4. See Concrete Finishing elsewhere in this Specification
- F. Curing: Protect and cure finished concrete, conforming to applicable requirements of DTSS.
 - 1. Cure all concrete for at least 7 days after placing.

3.04 CONTROL JOINTS

- A. Expansion Joints: locate as shown on the Drawings.
 - 1. Dowels: grease both ends.
 - 2. Joint fillers: one-piece lengths for the full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Form top edge of filler to conform to top profile of concrete.
- B. Construction (Cold) Joints: Construct cold joints
 - 1. At old and new concrete pours. Drill the existing concrete to accept dowels and embed. Grease both ends of dowel, or epoxy end in existing concrete and grease end in new concrete.
 - 2. At previous day's pour and fresh pour: Grease both ends of dowel.
 - 3. When curb and/or gutter and pedestrian paving are poured separately, provide #3 dowels, 8" length 24" O.C.
- C. Weakened Plane Joints: locate as shown on the Drawings.
 - 1. Pedestrian paving: tool joints, construct as shown on the Drawings.
 - 2. Vehicular paving: saw-cut joints per DTSS, Section 40-1.08 Joints.

3.05 DETECTABLE WARNING SURFACE

- A. General: install detectable warning surface as shown on the Drawings, and according to the Manufacturer's instructions. Finished installation is to comply with accessibility provisions of the CBC.
- B. Protect concrete paver domes from damage before, during, and after installation. Touch up damaged paver paint finish with matching color, only as available from the paver manufacturer.
- C. At curves, taper each concrete paver / composite panel equally on both sides as shown on the Drawings. Do not taper alternate pavers with full pavers in between unless otherwise shown on the Drawings.

3.06 CONCRETE FINISHING

- A. General: finishes as specified on the Drawings. Walking surfaces including curbs: slip-resistant and comply with accessibility provisions of CBC.
 - 1. Prior to finishing, fill in form holes flush with concrete surface. Excludes Form Finish.
 - 2. Remove all imperfections and blemishes that cannot be removed by specified finish type.
- B. Finish types:
 - 1. Broom finish - draw a stiff fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture. Texture must be true and straight across entire width of concrete slab.

3.07 REPAIR AND CLEAN-UP

- A. Repair: repair or remove and replace defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., directed by the Owners Representative and at no additional cost to the Owner. All cleaning, patching, and repairs shall be subject to approval and acceptance by the Owners Representative.
- B. Protect new concrete from all construction activities for 72 hours; from construction material or equipment movement for 7 days; and from heavy vehicular movement for 28 days. Any activity on new concrete prior to 28 days is at the Contractor's discretion and risk.
- C. Clean up and remove from the site all spillage, overpour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from the work. Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.
 - 1. Clean step nosings of all cement or concrete.
- D. Disposal: Segregate surplus material and debris remaining upon completion of the work as to type, and transport from the job site and dispose of in a legal manner.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 8400

IRRIGATION

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 installation of a complete and operational automatic Landscape Irrigation system as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Trenching, excavation, backfill including base and backfill materials.
 - 2. Valve wiring associated with the system.
 - 3. Maintenance of the system during the maintenance period.
 - 4. Removal and modification and/or relocation of existing irrigation equipment as required to complete the work.
 - 5. Connection to existing mains
 - 6. Connection to existing controller
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Planting
 - 3. Landscape Maintenance

1.03 STANDARDS & DEFINITIONS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the applicable current sections of:
 - 1. National Sanitation Foundation (NSF) Standard 61 Drinking Water System Components
 - 2. California Code of Regulations (CCR) Title 24 Part 5 California Plumbing Code (CPC)
 - 3. California Code of Regulations (CCR) Title 24 Part 3 California Electrical Code (CEC)
 - 4. State of California, Department of Transportation (CALTRANS) Standard Specifications (DTSS), except for measurement and payment requirements.
 - 5. South Coast Air Quality Management District's (SCAQMD) Laboratory Methods of Analysis for Enforcement Samples Method 316A for VOC content of PVC, CPVC, and ABS pipe cements, and adhesives.
- B. ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 2. D1784 Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
 3. D1785 Specification for Polyvinyl Chloride Plastic Pipe, Schedules 40, 80, and 120
 4. D2241 Specification for Polyvinyl Chloride Pressure-Rated Pipe (SDR)
 5. D2287 Specification for Non-rigid Vinyl Chloride Polymer, Copolymer Molding, & Extrusion Compounds
 6. D2464 Specification for Threaded Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
 7. D2466 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 40
 8. D2467 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
 9. D2564 Specification for Solvent Cements for Polyvinyl Chloride Plastic Piping Systems
 10. D2609 Specification for Plastic Insert Fittings for Polyethylene Plastic Pipe
 11. D2672 Specification for Joints for IPS PVC Pipe Using Solvent Cement
 12. D2737 Specification for Polyethylene (PE) Plastic Tubing
 13. D2855 Standard Practice for Making Solvent-Cemented Joints with Polyvinyl Chloride Pipe and Fittings
 14. D3350 Specification for Polyethylene Plastics Pipe and Fittings Materials
 15. F656 Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
 16. F690 Standard Practice for Underground Installation of Thermoplastic Pressure Piping Irrigation Systems
 17. F1498 Specification for Taper Pipe Threads 60° for Thermoplastic Pipe and Fittings
- C. All materials and methods shall conform to the applicable standards of the following organizations:
1. American Society of Irrigation Consultants (ASIC) Design Guidelines for Earth Grounding Electronic Equipment in Irrigation Systems
 2. American Society of Mechanical Engineers (ASME) Standards
 3. American Welding Society (AWS) Specifications
 4. Copper Development Association: Copper Tube Handbook.
 5. Manufacturers Standardization Society (MSS) Standards
 6. National Electrical Manufacturers Association (NEMA) Standards
 7. Underwriters Laboratories (UL) Standards
- D. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.
- E. Slope: as defined for installation of sub-surface drip irrigation, emitters low-flow bubblers, and tree bubblers on the uphill side of a plant or tree is any gradient in excess of 5%.

1.04 QUALITY ASSURANCE

- A. Materials: All materials shall be new and of the best quality available unless otherwise specified. Manufacturer shall be clearly marked on all material, containers, or certificates of contents for inspection.

- B. Codes: Install and test irrigation system in accordance with local codes and manufacturer's specifications.
- C. Guarantee: Guarantee irrigation system for one year from date of acceptance.

1.05 SUBMITTALS

- A. General:
 - 1. Product data: all specified irrigation equipment, including any proposed substitutions.
- B. Drawings: Irrigation As-built Drawing(s) and Valve Stationing Plan(s).
- C. Close-out Documentation: As specified herein.

1.06 REVIEWS

- A. Request at least two (2) days in advance the following reviews prior to progressing with the work:
 - 1. Preliminary Review – Main-line layout, trenching, pressure-test, flushing of main-line.
 - 2. Intermediate Review - Irrigation coverage. Requirements for irrigation coverage inspection are specified herein.
 - 3. Substantial Completion Review - valve box inspection, and overall operation of the irrigation system.
 - 4. Final Review (at the completion of Maintenance Period) - all punch-list items identified at Substantial Completion Review, Close-out Documentation
 - 5. See Specification Sections Earthwork and Grading, Soil Preparation, Planting, and Landscape Maintenance for other items to be inspected during these reviews.
 - 6. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

1.07 DELIVERY, STORAGE AND HANDLING

- A. General: Exercise care in loading, unloading, storage, and handling of pipe, fittings, and irrigation equipment.
- B. Remove any pipe / fittings that have been cracked, dented, or otherwise damaged from the site. If installed, replace pipe / fittings with undamaged pipe / fittings as directed by the Owner's Representative at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 PLASTIC PIPE AND FITTINGS

- A. Unless otherwise noted:
 - 1. Lateral lines: Schedule-40 PVC, solvent weld joints.
 - 2. Mainline up to 2" diameter: Schedule-40 PVC, solvent weld joints.
 - 3. Lateral line threaded / solvent weld fittings: Schedule 40 PVC.

4. Mainline threaded / solvent weld fittings: Schedule 80 PVC.
5. Risers and nipples: Schedule 80 PVC, molded thread. Machine threaded nipples will not be permitted.

2.02 CEMENTS, SEALANTS, AND PRIMERS

- A. Unless otherwise noted:
 1. Pipe Thread Sealant: low VOC, slow-drying, soft-setting multi-purpose sealant, Weld-On All Seal by IPS Corporation or approved equal. Do not use Teflon / PTFE tape.
 2. PVC cement: low VOC, high strength, heavy bodied, medium setting, solvent weld cement, ASTM D2564, Weld-On 711 by IPS Corporation or approved equal. Do not use fast setting cements.
 3. Primer: low VOC, industrial strength primer, ASTM F656, Weld-On P-70 by IPS Corporation or approved equal.
 4. Paint: Krylon Fusion spray paint for plastics, for PVC pipe only where approved by the Owner's Representative to be installed above grade.
 5. PVC Flex-hose glue: low VOC, medium bodied, fast setting solvent cement, ASTM D2564, Weld-on 795 Flex-PVC cement or approved equal.
 6. Ensure that cans of solvents and primers have labels intact and stamped with the date of manufacture. Do not use cans dated over 1-year old. Do not thin solvents and primers.

2.04 DRIP IRRIGATION

- A. Approved manufacturers of drip irrigation and associated products:
 1. Agrifim by NDS, Fresno CA, (800) 688-8108 www.ndspro.com
 1. King Brothers Industries (KBI) Valencia CA (800)325-9468 www.kbico.com
 2. Netafim, Fresno CA (888)638-2346 www.netafimusa.com
 3. Rainbird, Azusa CA (800)458-3005 www.rainbird.com
 4. Salco Products, Ontario CA (855)725-2648 www.salcodrip.com
 5. Toro, Riverside CA (877)345-8676 www.toro.com
- B. Supply system:
 1. Valve Assembly: solenoid valve, filter, and pressure regulator: as specified on the Drawings.
 2. Laterals, supply / exhaust headers: as specified under Plastic Pipe and Fittings in this Specification, size per the Drawings.
- C. General Drip Accessories:
 1. Fittings as provided by the drip irrigation pipe manufacturer or approved equal.
 2. Staples: 11-gauge x 6-inch galvanized steel irrigation round-head staples by An-Wil Bag Co., Southeastern Wire Fabricators or equal.
 3. Flush port / valve by manufacturer or approved equal where shown on the Drawings.
 4. In-line check valve by manufacturer or approved equal on all sloped areas. Spacing per manufacturer's recommendation. Swing-type for water flowing uphill; spring-type for water flowing downhill.
- D. Point-source with 1/2" emitters:
 1. Supply: PVC Flex Hose, 3/4" I.D. Color: black unless otherwise noted.

2. Distribution: flexible PVC pipe as shown on the Drawings. 1/2" I.D. pipe with a minimum 0.045" (1.2mm) wall thickness. Color: black unless otherwise noted.
3. Emitters: as shown on the Drawings.

E. Sub-Surface Drip Accessories:

1. Air-relief valve by manufacturer or approved equal where shown on the Drawings.
2. Automatic flushing valve by manufacturer or approved equal where shown on the Drawings. 3. Manual flushing valve: as shown on the Drawings.
3. Pressure gauge by manufacturer or approved equal where shown on the Drawings.

2.05 SLEEVING

- A. Sleeves: As shown on the Drawings.

2.06 VALVE BOXES

- A. General: Pre-cast plastic with bolt-down covers free of all cracks, chips or structural defects.
1. Size: valve boxes as required by equipment plus adequate clearance to operate valves unless otherwise noted. Ensure that for drip irrigation valves, the box is sized large enough so that the filter mounted sideways or pointing down as shown on the Drawings can be easily removed for cleaning.
 2. Color: unless otherwise noted on the Drawings: Green for turf areas. Black for shrub / groundcover / mulch areas.
- B. Models / Types:
1. Shrub / groundcover / mulch areas: Carson, Rainbird PVB Series, NDS Standard Series (Commercial) or approved equal.
 2. Turf areas: ribbed / reinforced lids capable of withstanding the loads of ride-on lawn mowers. Carson TrussT Line, Rainbird VB Series, NDS Pro Plus Series or approved equal.
 3. Vehicular paving: concrete with traffic rated lids.
- C. Valve Identification (ID) Tags: Christy's Irrigation Standard size ID Tags by T.Christy Enterprises, Anaheim CA, (800)258-4583, or approved equal. Blue background for potable water, purple background for reclaimed/recycled water. If single controller, use the alphanumeric sequence starting with A1. For multiple controllers, use separate sequences starting with A1, B1, C1 to match controller identification shown on the Drawings.

2.07 IRRIGATION EQUIPMENT

- A. General: Supply and install irrigation equipment as shown on the Drawings, or approved equal.
- B. Drip Irrigation Valve Pressure Regulators: in-line regulators as shown on the Drawings. Pressure regulating dials are not permitted unless otherwise noted. Pressure regulating dials if specified: preset/fixed type not exceeding 45 PSI.

2.08 CONDUCTORS

- A. Control Wire: Type UF, 600V, copper, common ground white, UL listed for irrigation control use.
 - 1. Minimum wire gauge #14, use gauge appropriate to distance to account for voltage loss.
 - 2. PVC (polyvinyl chloride) or PE (polyethylene) insulation.
 - 3. Seal splices with connectors using epoxy resin or sealant; grease filled connectors not permitted: Spears DS-100 connectors with Spears DS-300 sealant, 3M Scotchlok 3570 connector sealing pack, or approved equal.

2.09 CONDUIT

- A. Conduits (if applicable): rigid nonmetallic type, conforming to UL 651, rated 90 degrees C, and NSF certified. Schedule 40 PVC plastic for underground installations with glue-on PVC couplings and factory made elbows and sweeps. Carlon Plus 80 or approved equal.
 - 1. Size: minimum 1" diameter or size for the conductors, whichever is greater.
 - 2. Install conduits minimum 18" depth in planting areas, minimum 24" depth under paving.
 - 3. Make couplings and connectors watertight in all runs. Utilize solvent cement of type approved by conduit manufacturer.
 - 4. Join conduits with approved conduit couplings with ends butted in all such cases. Ream all conduit ends to remove burrs and sharp edges.
 - 5. Provide adapters and locknuts where conduit is attached to metal boxes and panels.
 - 6. Chamfer inner edges of conduits which open into pull boxes or install bushings.
 - 7. Bends: free from dents or flattening, made with standard conduit elbows or conduit bent to not less than same radius. No more than 360 degrees of bend between pull boxes.
 - 8. Leave a 14 AWG trace wire in each empty conduit.
 - 9. Use Duct Seal to seal all conduit ends.

PART 3 - EXECUTION

3.01 GENERAL

- A. Acceptance of Work: Complete site grading to specified tolerances before trenching. Verify the existing conditions on site and the removal and or reinstallation required making the grades.
- B. Existing Utilities: Verify location of all on site utilities prior to trenching. Notify Owner's Representative by telephone and in writing of any conflicts prior to installation. Restore damaged utilities as directed by the Owner's Representative at no additional cost to the Owner.
- C. Coordination: Coordinate trenching as required with trenching contractor as well as with any other trades affected by irrigation installation. Coordinate installation of pipe and other irrigation equipment with other existing and proposed utilities and planting locations.
- D. Grading: Install all irrigation features to their finished elevation and at depths indicated.
- E. Finish Grade: Unless otherwise noted, set all heads at and perpendicular to, finish grade.

- F. As-Built Conditions: regularly update a print of the system and any changes made to the system throughout the project. See Valve Stationing requirements elsewhere in this Specification.
- G. Unusual Conditions: Immediately notify the Owner's Representative in the event that any unusual soil conditions are encountered during irrigation trenching operations. Excavate unsuitable material encountered below the natural grade and dispose of as directed by the Owner's Representative. Unsuitable material is defined in Section 19 Earthwork Clause 1.01B of the CALTRANS Standard Specifications.
- H. Hazardous Materials: In the event existing asbestos pipe is encountered and needs to be modified and/or removed, comply with the requirements of Federal (OSHA) regulations, and California Code of Regulations Title 8 (Cal/OSHA).

3.02 INSTALLATION – TRENCHING & PIPE

- A. Point of Connection: below grade. Connect to existing mains and plumb new irrigation system.
- B. Excavation:
 - 1. Depth – excavate trenches for mainline, sleeves, and laterals to the depth required for laying pipe or conduit, plus depth of bedding if required as noted below.
 - 2. For pipes 4" dia. and less - level bottom of trenches for a smooth flat grade, and excavate bell holes where necessary to ensure that pipe rests for entire length on solid ground. Should rock or other unsuitable material be encountered, excavate to 6" below bottom of pipe and replace with well tamped and compacted approved backfill material or sand before laying pipe.
 - 3. For pipes greater than 4" dia. – depth of pipe and bedding as shown on the Drawings, or 6" below bottom of pipe whichever is greater.
 - 4. Width – excavate trenches wide enough to provide adequate working space to align and lay pipe or to construct the trench, make up and inspect joints, and allow placing and compaction of bedding material. Maximum trench width at the top of the pipe is the pipe outside diameter plus 12- inches on each side of the pipe.
 - 5. Maintain excavations free of water while installing pipe and until backfilled.
 - 6. See Specification Sections Demolition for trenching within tree protection areas.
- C. Bedding: Install bedding upwards from the bottom of the trench to the extent shown on the Drawings.
 - 1. Bedding material: compacted approved sub-soil or sand as defined herein.
 - 2. In planting areas excluding natural turf sports fields, sand bedding may be jetted or ponded into place. Compact to equal that of the adjacent prepared sub-grade as specified herein. Mechanical compaction may be necessary to achieve this required density. If the bedding is jetted or ponded, the operation should be closely supervised and provisions should be made for the removal of excess water.
- D. Backfill: Cover no joints until system has been pressure tested and approved by the Owner's Representative.

1. Backfill material: selected on-site excavated/sub-soil material, imported sandy soils, subject to prior approval by the Owner's Representative. Backfill with potentially damaging rocks and debris is not permitted.
 2. When piping has been installed, tested, inspected, and approved, backfill excavations in layers not exceeding 8". Moisten and machine tamp as required.
 3. In planting areas, install on-site near surface soils in the top 6" of the trenches compacted to maximum 85% relative compaction. For trenches in existing planting areas maintain near surface soils as uniform as possible with existing upper stratum soils.
 4. In paving areas, install fill in maximum 6-inch lifts (compacted layers) and compact by mechanical means only. Condition fill conditioned, at time of compaction, to 1% to 3% above the optimum moisture content of the soil, and compact each lift to minimum 95% relative compaction.
 5. For trenches in existing areas, restore the ground or paving to original condition.
 6. After backfilling, remove from the premises all surplus earth resulting from this work and dispose of same, to the satisfaction of the Owner's Representative.
- E. Pipe: pipes shown parallel on the Plan may be installed in a common trench. Where required, snake pipe from side to side when trench exceeds 30 feet in length.
1. Install pipes in planting areas including those shown schematically adjacent or parallel to such areas.
 2. Install all changes in depth of pipe using 45 degree fittings.
 3. Use Teflon tape on all threaded connections.
- F. Check Valve: On sloped sites, install in-line check-valves in sloped main / lateral / supply lines as required to prevent low sprinkler head / drip emitter / tree bubbler drainage. This may be omitted only on those circuits where all sprinkler heads or tree bubblers have built-in check valves.
1. For sub-surface irrigation, install one in-line check-valve valve on supply / exhaust headers for every 4-1/2-ft of elevation change within a circuit or as recommended by the Manufacturer.
- G. Sleeves: install sleeves for all wiring and irrigation lines to be placed (with ends clearly marked above grade) under driveways and walks prior to their construction.
1. Install sleeves minimum 24" under paving.
 2. Extend sleeves a minimum of 12-inches into planting areas.
 3. Install all wiring in a separate sleeve.
 4. Install temporary PVC caps to prevent intrusion of earth/debris prior to installation of pipes / wire.
 5. For longer lengths of sleeve (> 15'-20') with multiple pipes, consider installing pipes along with sleeve and connecting later.
 6. Install removable non-decaying plugs, expanding insulation foam, grout, or equal, at ends of sleeves and conduits to prevent entrance of earth and roots.
- H. Fabrication: Install all manifolds in a neat and orderly manner, for ease in maintenance operations. Install manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, and curbs. Cuts and joints shall be free of burrs, smooth and minimum in quantity.

- I. Flushing of System: After installation of pipe lines and risers, but before installation of sprinkler heads, tree bubblers, and/or drip irrigation emitters, thoroughly flush the system to remove any foreign material in the pipes.
 1. Flush the system in the presence of the Owner's Representative.
 2. For flushing mainline and sprinkler portions of the system utilize full water main pressure.
 3. For flushing downstream of drip irrigation valves via flush ports use drip system design pressure.
 4. After flushing, backfill and settle soil. Rake smooth to match surrounding grade.
 5. Flush out the existing mainline by operating one of the existing quick couplers down stream of the new valve installation, prior to operating any portion of the system again.

3.03 INSTALLATION – EQUIPMENT

- A. General: Install irrigation equipment as shown on the Drawings
- B. Valve Boxes: Install valve boxes so that the top of box is ½" above finish grade in turf areas and 1-½" above finish grade in mulch areas. Install valve box assembly in ground cover / shrub and not in hard paved areas. Install in lawn area only if groundcover does not exist adjacent to lawn.
 1. Label valve box lids with the valve station number using a weather resistant method. Plastic valve box lids may be labeled using a branding tool / branding iron.
 2. Attach a Valve ID tag, with the valve station number clearly marked with weatherproof method, to the inside of each remote control valve, and attached by means of a weatherproof tie.
- C. Sprinklers:
 1. Install sprinkler heads at a spacing not to exceed that shown on the Drawings, unless verified in advance with the Owner's Representative.
 2. Install sprinkler bodies and swing joints down at lateral depth with hole in swing joint cap as shown in the details to allow for un-impeded soil preparation of entire area. See "Heading Up" clause in this Specification.
 3. Coverage Adjustments: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage, and eliminate overspray onto paved surfaces and structures. Such adjustments are to include nozzle changes without additional cost to the Owner.

3.04 CONTROL WIRE

- A. General: Install control wire in pipe trenches wherever practical. Install wire below or level with the bottom of adjacent pipes. Install wire inside conduits as specified in this section where pipes are not available.
 1. Bundle wire and tape to pipe every 10 feet. Size conduits or sleeve required based on control wires as specified herein.
 2. Enclose wiring above finish grade in steel conduit.
 3. Use a different color for control wires and the common wire.
 4. One solenoid valve per station unless otherwise indicated on the Drawings or with prior approval of the Owner's Representative.
 5. Test all wiring for continuity, open circuits and unintentional grounding prior to connecting.

- B. Splices: seal with direct bury connectors as specified in this section.
 - 1. Install wire splices in valve boxes, locations as approved by the Owner's Representative. Install traffic rated boxes in vehicular areas.
- C. Additional wire:
 - 1. Pull control wire for unused stations as noted on the Drawings.
 - 2. Pull control wire and common to each stub-out as shown on the Drawings. Minimum one control wire and common if not indicated on the Drawings.
 - 3. Provide 24" excess wiring in each valve box / pull box and in the nearest project valve box at 100-ft intervals on wire runs of greater than 100-ft. Neatly coil in valve box or pull box.
- D. Existing Wire: Project has existing control wires installed to existing valves in working condition. Test each station from the controller in the presence of the Owner's representative, to verify connection to each valve, prior to starting work.
 - 1. Should any of the existing wire connections appear to be not working, inform the Owner's Representative in writing.
 - 2. New valves, if shown in locations different from existing valves, will require additional control wire, spliced as specified elsewhere in this Section.

3.05 DRIP IRRIGATION – GENERAL

- A. Install all drip line and equipment as indicated on drawings. Follow equipment Manufacturers Instructions.
- B. Bury all supply and distribution pipes to the depths shown on the Drawings.
- C. Staples: Install steel staples on drip line as follows:
 - 1. 3' on center in sand, 4' on center in loam, 5' on center in clay
 - 2. Two (2) staples on each change of direction (tee, elbow, or cross).

3.06 DRIP IRRIGATION (POINT-SOURCE) INSTALLATION

- A. Install the flexible supply pipes through the planting to allow for expansion and movement, maximum length as shown on the Drawings. Do not kink the pipes, use right angle connectors in tight corners. Install and stake at the depth shown on the Drawings.
- B. Install rigid supply pipes under paved areas and to reach distant planting zones, as shown on the Drawings and specified in this Section.
- C. Do not back-fill over the supply pipes until inspected and approved by the Owner's Representative. Any back-fill work completed prior to inspection will need to be removed for review.
- D. Install the flexible distribution pipes as shown on the drawings, and adjust or cut length as necessary, maximum length as shown on the Drawings.

- E. Installing emitters directly into the supply pipes is not permitted. Incorrectly installed emitters will require replacement of the supply pipe.
- F. Locate emitters / low-flow bubblers at top of mulch. Verify that locations of and flow from emitters / low-flow bubblers is optimum for each root ball watering.
- G. Do not install mulch to the planting areas until the distribution pipes and emitter locations are inspected and approved by the Owner's Representative. Any mulch work completed prior to inspection will need to be removed for review.
- H. On sloped areas, install supply pipes parallel to the slope wherever possible. Locate emitters / low-flow bubblers on the uphill side of the plant.

3.07 VALVE STATIONING

- A. As-built Drawing: Provide the Owner's Representative as-built mark-ups of the most current irrigation drawings, to reflect changes to the irrigation system layout, including:
 - 1. Point of connection, isolation valves, filter, pressure regulator, master valve & flow sensor as applicable.
 - 2. Remote control valve locations and renumbering if applicable.
 - 1. Isolation valve, quick couplers, and stub-out locations as applicable.
 - 2. Valve boxes for intermediate control wire splices.
 - 3. Main-line and lateral lines.
 - 4. Drip irrigation supply pipes. These are shown only in typical schematic form on the Drawings. Do not draw in drip irrigation distribution pipes.
 - 5. Dimensionally locate all the above irrigation equipment with at least two measurements from surface features such as pavements, fences and buildings. Dimensionally locate each direction of main-line with one offset measurement from a surface feature. Lateral lines and drip irrigation supply pipes do not require measurements but are required to be drawn accurately.
 - 6. Record all final changes before trenches are backfilled.
- B. Record Drawings: Obtain Record Drawings from the Owner's Representative that reflect the as-built markups. Provide valve stationing information on these Drawings.
- C. Valve-stationing Plan (New Systems): Clearly label and sequence stations according to the assigned valve identification numbers shown on the As-built / Record Drawings and color code the corresponding valve zones. Use a separate color for each valve zone.
 - 1. Valve Stationing Maps shall be electronically and neatly prepared in color using software capable of annotating PDF documents. Hand colored mark-ups will not be accepted. Provide the Owner an unlocked copy of the PDF for future use.
 - 2. In case valve sequencing needs to be changed for ease in maintenance operations, verify changes in advance with the Owner's Representative.
 - 3. Provide (2) 11"x17" laminated copies for reference purposes inside the controller, and for the Owner's record.
 - 4. Include a non-laminated 3rd copy of the Valve-stationing Plan in the Post

5. Submit completed valve-stationing plan to the Owner's Representative before final payment request.
- D. Valve-stationing Plan (Existing System Modifications): Obtain clear copies of the existing Irrigation Drawings or existing Valve Stationing Plans and mark-up as required to reflect changes and a separate color to indicate each revised valve zone. Submit modified plan to the Owner's Representative for approval prior to laminating.
1. Provide (2) 11"x17" laminated copies for reference purposes inside the controller, and for the Owner's record.
 2. Submit completed valve-stationing plan to the Owner's Representative before final payment request.

3.08 PRESSURE TEST

- A. Pressure Test:
1. Notify the Owner's Representative a minimum of two (2) working days prior to pressure test.
 2. Furnish all equipment and temporary connections required for tests at no additional cost to the Owner.
 3. Exercise caution in filling the system to prevent excessive surge pressure and water hammer.
 4. Test pipe subject to continuous water pressure (pressure lines) at 125 lbs. of hydrostatic pressure for two hours with a maximum 5 PSI drop.
 5. Pressure test all lateral supply lines (non-pressurized) with joints under paving that are connected to planters.
 6. Repair any leaks, if necessary, and re-test.
 7. Have the Owner's Representative visually inspect the pressure gauge at the start and end of the test period, without which the test will not be approved.
- B. Closing in Un-inspected Work: Pay all costs necessitated by requiring opening, restoration and correction of all work closed in or concealed before inspection, testing as required and approval by Owner's Representative. Notify Owner's Representative 48 hours in advance of required testing.

3.09 IRRIGATION COVERAGE

- A. Inspection of irrigation coverage shall take place during the Intermediate Review, as specified herein.
1. In the presence of the Owner's Representative, perform a coverage and operation test to determine if the system is fully operational.
 2. If it is determined that adjustments in the irrigation equipment and the re-spacing of heads and/or relocation of emitters / low-flow bubblers will provide more complete coverage, then make such adjustments prior to planting. Adjustments may also include changes in nozzle or emitter / low-flow bubbler sizes, and degrees of nozzle arc as necessary.
 3. Make changes and obtain complete and adequate coverage in all irrigated areas at no additional cost to the Owner.

3.10 HARDWARE

- A. See Specification Section Landscape Maintenance for items to be handed over to the Owner at the in-service meeting.

3.11 CLOSE-OUT DOCUMENTATION

- A. Submit prior to Final Review, the following documents:
 - 1. Sheet containing:
 - a. Contractor's name, address, and phone number.
 - 2. Copies of the following documents:
 - a. Valve-stationing Plan
 - b. Existing soils test report – see Specification Section Soil Preparation.
 - 3. Warranties and Certificates. Warranty documents or accompanying letters on company letterhead are to include project name and location and effective start date for warranties.
 - 4. In-service Meeting discussions & decisions. See Specification Section Landscape Maintenance.
 - 5. For new projects, include all the documents in a 3-ring binder.
- B. The Final Review will not be considered complete until the Close-out Documentation has been reviewed and approved by the Owner's Representative.

3.12 CLEAN-UP

- A. Keep project area clean on a daily basis, removing debris from the site.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 9113

SOIL PREPARATION

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 Soil Preparation of planting areas as shown on the Drawings and as specified in this Section. The work includes installation of soil amendments, finish grading and plant pit backfill.
- B. Related work includes but is not limited to:
 - 1. Demolition
 - 2. Earthwork and Grading
 - 3. Planting

1.03 QUALITY ASSURANCE

- A. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of mulch.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C602 Specification for Agricultural Liming Materials
- C. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.

1.04 SUBMITTALS

- A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. Amendments, fertilizers and chemicals.
- B. Samples: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. 1-quart bag of soil amendments

- C. Test Samples: Provide samples, as specified herein, to an agricultural soil testing laboratory approved by the Owners Representative, referred to herein as the Testing Lab, unless delivered to the site in original, unopened containers, each bearing the manufacturer guaranteed analysis.
 1. Pre-approved Testing Labs include:
 - a. Waypoint Analytical (formerly Soil & Plant Laboratory) 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777
 - b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
 - c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
 2. The Owners Representative reserves the right to reject the analysis from an alternate soil testing lab without prior approval.
 3. Do not deliver any soil or amendment material to the site without approval by the Owners Representative.
 4. Use the same Testing Lab for all tests specified herein.
 5. Pay for all testing fees from the Testing Lab for all tests specified herein.
- D. Testing – Amendments: Provide, along with a sample, latest analysis of amendments / compost / bulk organic materials by the Testing Lab for verification of conformance to this specification, and specific recommendations as to exact quantities to be used in planting.
 1. Analysis is to conform to physical and chemical properties specified herein.
 2. Analysis is to assume tilling of the amendments into the soil as described elsewhere in this Specification
 3. Analysis is to be carried out / reported no more than three months prior to the date of amendment installation, not the start of the project.
- E. Testing – Existing Soil: at least four weeks before proposed planting operations, take a sample each of the topsoil and sub-soil, from 0"-12" deep, in at least three separate locations across the site, or as directed by the Owners Representative. Mix the samples from the locations to provide a composite sample, representative of the entire site, combined volume of samples not less than 2 quarts. Forward the soil samples to the Testing Lab for testing and recommendations as to exact fertilizers and soil amendments to be used in planting, A05-2 complete analysis or approved equal.
 1. Amendment and fertilizer recommendations by the Testing Lab shall be specific to the proposed amendments and topsoil to be used and include the amendment lab test / sample ID number and testing date as reference. Generic recommendations will be rejected and will require specific recommendations to be re-obtained from the Testing Lab.
 - a. For planting other than turf sod, reference the amendment test report by number.
 - b. For turf sod planting, reference the sod soils report (fertility and texture) by number.
 2. Soils report shall include an estimated infiltration rate for the tested soils.
 3. Provide a sketch on an 8.5"x11" site plan of the locations from which samples were taken.
- F. Submit delivery tags for all amendments and fertilizers delivered to the Site for the Project, if required by the Owners Representative.
 1. Fertilizer delivery tags should clearly indicate the product and NPK designation.
 2. Amendment delivery tags should clearly indicate the lab test number corresponding to the approved amendment test report.

1.05 REVIEWS

- A. Specifically request at least (2) two days in advance the following review prior to progressing with the work:
 1. Intermediate Review – completion of site grading, amendment depths, finish grade.
 2. See Specification Sections Landscape Irrigation and Landscape Planting for other items to be inspected during this review.
 3. The review shall be conducted only after all items pertaining to the review as noted above and in related Sections have been completed.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 EXISTING SOIL

- A. Topsoil: The top layer of existing soil in planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over 1 cubic inch and other objectionable material. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Owners Representative at the time of construction after clearing and grubbing.
 1. Topsoil is a [] type.
 2. At turf areas topsoil starts below the grass root zone.
 3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
 4. Soil underneath paving and aggregate base areas will not be considered as top soil.
- B. Sub-soil: The remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over 1 cubic inch and all foreign debris and organic material have been removed.
 1. Soil under paving and aggregate base areas may be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

2.03 FERTILIZER

- A. Soil amendment fertilizer: commercial fertilizer, 16-6-8 (N-P-K) uniform pellet. For bidding purposes only, exact fertilizer type and quantity to be determined by Testing Lab analysis.
- B. Plant fertilizer: commercial fertilizer packets / tablets, two-year controlled-release 20-10-05 (N-P-K). Best Tabs by Simplot Professional Products, Agriform by The Scotts Company, or equal.

2.04 SOIL AMENDMENTS

- A. Amendment: nitrogen stabilized organic amendment / compost produced only from landscape / yard trimmings, grass clippings, food scraps or agricultural residues. Compost is to have a dark brown color, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot upon delivery or rewetting.
1. Compost gradation:

Sieve Size	Percent Passing
3/8" (9.5 mm)	100%
1/4" (6.25mm)	At least 95%
#8 (2.36mm)	At least 60%
#16 (1.18mm)	20%-70%
#32 (500 um)	0%-30%
- B. Amendment Chemistry – Suitability Considerations
1. Nitrogen (dry weight basis): 0.4 to 0.6%
 2. Iron (minimum): 0.08%
 3. Organic content: above 17%
 4. Carbon-Nitrogen Ratio: below 25
 5. pH: below 8.0
 6. Salinity (ECe): a value such that when combined with the existing site soil at a use rate determined by the Testing Lab Analysis, the salinity of the amended soil shall not exceed 4.0 dS/m (mmhos/cm).
- C. Gypsum (if required by existing soils test): agricultural grade, OMRI listed.
1. Cal-Sul Pelletized Gypsum by North Pacific, Portland OR
 2. Ultra Fine AG Gypsum by Western Mining & Minerals
 3. Approved equal.

2.05 CHEMICALS

- A. The following brand names of various chemicals to be used in this Section are provided for ease of specifying; equals or brands with similar chemicals that will match or improve performance may be used at the Contractor's discretion. Verify use of any chemicals with Owner's Representative to application:
1. Pre-emergent herbicides - (granular form only) Treflan, Ronstar, or prior approved equal.
 2. Post-emergent herbicides – Speedzone or prior approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Limits and Grades: Prior to commencing soil preparation operations, request a review by the Owners Representative to verify rough grading work completed to date and verify specified limits of soil preparation work to commence.

- B. Protect concrete from any sulfate-based amendments that may be specified from soils analysis to avoid staining. Replace any concrete damaged from amendment placement at the no additional cost to the Owner.

3.02 AMENDMENT PLACEMENT

- A. The requirements below are for bidding purposes only, adjustments to the bidding formula shall be determined by the Testing Lab analysis.

- B. Cross-rip all planting areas thoroughly to a minimum 10-inch depth. Upon completion of cross-ripping apply the amendments, as follows:

<u>Amount/1000 Square Feet</u>	
6 cubic yards	Nitrogen Stabilized Organic Amendment
12 lbs.	Commercial Fertilizer
50 lbs	Gypsum

- C. Uniformly spread and incorporated the materials to obtain a homogeneously blended soil, 6-inches in depth.
- D. Plant pits: Use soil which has been amended in the above manner as the backfill mix around the sides of the root balls. See Specification Section Landscape Planting for plant pit requirements.
- E. Watering: Apply water to areas to be drip irrigated to thoroughly mix in amendments and fertilizers immediately after amending soil, and a minimum of 24-hours prior to planting, unless rain is forecast for that period.
- F. Water may be manually applied by spray attachments or impact sprinklers on stands. Connect hose pipes to quick couplers or hose bibs. If neither is available or the main line has not been pressurized, use a portable lawn sprinkler pump connected to a water tank.
- G. The cost of watering to mix in amendments is at no additional cost to the Owner.

3.03 FINISH GRADING

- A. Finish grade all areas, including those indicated to be planted on the Drawings, and remove all rocks and clods over 1 cubic inch. Remove all rocks and clods in turf areas. Finish grade all planting areas smoothly and uniformly. Repair all erosion damage during the construction period.
- B. Unless otherwise shown on the Drawings, all soil finish grades shall be 1-inch below finish surface of walks, pavements, and curbs.

3.04 CHEMICALS

- A. Herbicides and pesticides: Verify compatibility, dosage and other application procedures with the manufacturer. All chemicals shall be applied by a pest control operator licensed in the State of California.
- B. Planting areas: Treat all planting and non-naturalized areas for weed control with pre-emergent herbicide, as recommended by the manufacturer. See Specification Section Landscape Maintenance for related work.

3.05 PLANT FERTILIZER

- A. Apply additional fertilizer to all container stock, in the form of commercial fertilizer packets / tablets at the rate of:

Container size	Fertilizer Packets / Tablets
4-inch pot	one (1)
1-gallon plant	two (2)
5-gallon plant	four (4)
15-gallon plant	ten (10)

- 1. Space the packets / tablets evenly around the ball halfway up backfill touching side of root ball.
- 2. The additional fertilizer requirement is independent of the Testing Lab analysis.

3.06 CLEAN UP

- A. After completion of all soil preparation operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 9303

PLANTING

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 plant materials as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Soil Preparation
 - 2. Irrigation
 - 3. Landscape Maintenance

1.03 QUALITY ASSURANCE

- A. Quality: Minimum quality of all plant material shall unless otherwise indicated conform to:
 - 1. ANSI Z60.1-2004 American Standard for Nursery Stock, Sponsored by the American Nursery and Landscape Association (ANLA)
 - 2. Prevailing published specifications of the California Association of Nurserymen.
 - 3. Additional standards as indicated on the Drawings and as specified herein.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension
- C. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.

1.04 SUBMITTALS

- A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. Summary list certifying species / size of plant material ordered, the nursery supplier(s), along with nursery photographs of species.
 - 2. Note any plant material not available at that time, or proposed substitutions to be reviewed.
 - 3. All associated planting products specified herein and shown on the Drawings.

- B. Samples: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. 1-quart bag sample of each mulch type specified.
- C. Sod soils analysis: by an agricultural soil testing laboratory approved by the Owners Representative, referred to herein as the "Testing Lab".
 - 1. Pre-approved Testing Labs include:
 - a. Waypoint Analytical (formerly Soil & Plant Laboratory) 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777
 - b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
 - c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
 - 2. The Owners Representative reserves the right to reject the analysis from an alternate soil testing lab without prior approval.
 - 3. Analysis shall not be more than three months old at the time of delivery of the sod to the site.
 - 4. Do not deliver any sod to the site without approval by the Owners Representative.
 - 5. Soil texture analysis is to note percent of gravel, sand, silt, and clay, and indicate USDA soil classification. Soil agricultural suitability analysis is to indicate pH, salinity (ECe), and sodium absorption ration (SAR).
 - 6. The Owners Representative reserves the right to take a separate sample of the sod soil on-site and send to the Testing Lab for analysis
 - 7. Remove and replace sod not matching the approved soils analysis with approved sod at no additional expense to the Owner.

1.05 REVIEWS

- A. Specifically request at least (2) two days in advance the following review prior to progressing with the work:
 - 1. Intermediate Review – plant material approval and layout/locations. See Specification Sections Landscape Irrigation and Soil Preparation for other items to be inspected during this review.
- B. Specifically request at least (5) five days in advance the following reviews prior to progressing with the work:
 - 1. Substantial Completion Review (to initiate Maintenance Period) – all planting areas including turf. See Specification Section Landscape Maintenance.
 - 2. Final Review (at the completion of Maintenance Period) - all planting areas including turf, including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.
- C. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which

become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Nomenclature and Labels: Plant botanical names conform to "Standardized Plant Names," second edition, and secondly, "A Checklist of Woody Ornamental Plants of California, "Manual 32, University of California. Deliver all plants of each clone, species, and cultivar to the site labeled with their full botanical name. Label every plant species with no less than one label for every ten plants of a species.
- B. Quantities: The quantities shown on the plant list and in labels are for the use of the Owners Representative use and are not to be construed as the complete and accurate limits of the Contract. Furnish and install all plants shown schematically on the Drawings.
- C. Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Allow a minimum of two (2) and maximum of five (5) % of the quantity of plants of each species for removal and inspection. Any plant material, within twelve (12) months following the final acceptance of the project, determined by the Owners Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced to the equal condition of the adjacent plants, at the time of replacement.
- D. Health: Foliage, roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all disease, insect stages, burns or disfiguring characteristics.
- E. Untrue Species: All plant material, within 12-months following the final acceptance of the Project, determined by the Owner to be untrue to the species, clone, and/or variety specified, shall be replaced to the equal condition of adjacent plants at the time of replacement.

2.02 FERTILIZER

- A. 15-15-15 (N-P-K) Commercial Fertilizer, uniform pellet.
 - 1. The requirements above are for bidding purposes only, exact fertilizer types per Testing Lab analysis.

2.03 MULCH

- A. General: Mulch is to contain less than 1% foreign matter including soil, weeds, seeds, etc. by dry weight.
 - 1. Pneumatically applied mulch will not be permitted.

- B. Planting area Mulch: chipped cedar, redwood, Douglas fir, or pine without coloring, > 1/2 inch and < 2 inch in length, and no more than 1/2 inch thick. Virgin saw-mill product. Mulch from post-consumer recycled wood products such as palettes will not be permitted.
 - 1. Pre-approved products:
 - a. Golden Nuggets by United Forest Products, Santa Rosa, CA
 - b. Clean Chip by Recology Organics
 - c. Approved Equal.
- C. Biowswale Area: Mulch shall be pea gravel, 2" depth.

2.04 TURF SOD

- A. Sod: grown from high quality seed in soil treated with appropriate State and Federal agency approved pesticides, fungicides, and herbicides and regularly inspected by the State in accordance with "State of California Regulations for Nursery Inspection ".
 - 1. Grown in fields with a sandy loam soil containing a minimum of 65% sand. Clay or clay loam soils are not be acceptable.
 - 2. Well-developed root structure sufficiently mature so that it will hold together when held by one end of the roll.
 - 3. Yellowing, brown, diseased, dried, or pest infested sod will be rejected.
 - 4. Soil thickness: 1/4 inch to 5/8 inch thick excluding top growth and thatch.
 - 5. Size of rolls or slabs: consistent to the supplier's standard length and width and is not to vary by more than 2% in either dimension.
 - 6. See submittal requirements for sod soil as specified herein.
- B. 90% dwarf fescue and 10% bluegrass mix. Pre-approved suppliers:
 - 1. Dwarf Enduro Sod, by Greenfields Turf, Greenfield, CA (800)673-3058, www.greenfieldsturf.com
 - 2. Approved equal.

2.05 HEADER BOARD

- A. Header board: redwood, grade conforming to "Standard Specifications for Grading of California Redwood Lumber," as published by the Redwood Inspection Service.
 - 1. Redwood grade: Merchantable Heart.
 - 2. Stakes: 2"x 4" redwood, 18" long minimum.
 - 3. Fasteners: hot dipped galvanized 16D nails.
 - 4. See the Drawings for installation and sizes.

PART 3 - EXECUTION

3.01 GENERAL

- A. Plant Material Approvals: Before planting operations commence, review all plant material with the Owners Representative. Remove defective plants from the site and substitute acceptable material in its place. The review does not accept defective plants which may be installed.

- B. Layout: Lay out only those plants to be planted in any single day. Review locations of all plants prior to planting. Plants installed without this review may have be relocated and replanted as directed by the Owners Representative.
- C. Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operation. Contractor shall be responsible for vandalism, theft, and damage to plant material until commencement of the maintenance period.
- D. Pruning: Do not prune without specific authorization of the Owners Representative. Replace plants pruned without authorization if directed by the Owners Representative.

3.02 PLANTING

- A. Rest the rootball only on undisturbed soil, or in the case of fill areas, on compacted, un-amended sub-grade. See Specification Section Soil Preparation for backfill mix requirements. Loosen / scarify the sides and bottoms of plant rootball and pits to prevent glazing or compaction.
 - 1. Plant pit sizes: as shown on the Drawings.
 - 2. Plant pits in paved areas are to extend to the edge of the planter opening in all directions unless otherwise noted on the Drawings.
- B. Watering basins: Construct basins only if required to hand water plants during establishment period. Basin bottoms are to drain away from plant stems. See Specification Section Landscape Maintenance for removal of basins.
- C. Foliage: trim foliage and lower branches if necessary, so that watering basin is clearly visible. Bubblers/emitters if installed should be clearly visible for maintenance.

3.03 CHEMICALS

- A. Pesticide: Verify compatibility, dosage and other application procedures with the manufacturer. All pesticides shall be applied by a pest control operator licensed in the State of California.
- B. Include copies of documentation of pesticide applications, countersigned by the Owner, as part of Close-out Documentation – see Specification Section Landscape Maintenance.

3.04 FERTILIZER

- A. Apply Commercial Fertilizer at 5 pounds per 1,000 square feet to all planting areas 30 days after planting. Schedule re-application at 45 day intervals until completion of Landscape Maintenance.
 - 1. The requirements above are for bidding purposes only, exact application rates per Testing Lab analysis.
- B. Include copies of documentation of fertilizer applications, countersigned by the Owner as apart of Close-out Documentation – see Specification Section Landscape Maintenance.

3.05 MULCH

- A. Install mulch to a minimum depth after settling / natural compaction as specified below – see the Drawings for areas to be covered and for tapering mulch down to the edge of adjacent hard surfaces.
 - 1. Wood Mulch – three (3") inches
 - 2. Stone Mulch at bioswale – two (2") inches
 - 3. In drip irrigation areas do not install mulch until inspection of irrigation by the Owner's Representative.
 - 4. At planters with soil mixture, do not install mulch until the Owner's Representative is able to verify soil settlement.

3.06 SOD INSTALLATION

- A. The installation specifications below prevail over the sod grower's installation specifications, unless otherwise noted.
- B. Grading / Soil Preparation: Finish grade to smooth, even surface, allowing for sod thickness at pavement and other structures to leave the sod flush to the finish grade of adjacent surfaces. Lightly roll the soil surface so that it is sufficiently firm to resist impressions over 1/4 inch deep. Water the top 6-8 inches of soil until this zone has an optimum moisture content for root growth.
- C. Fertilization: Follow Existing Soils Report recommendations for amendments and fertilization.
- D. Storage: Protect sod from wind and sun exposure during storage, with a maximum storage period of twenty-four hours.
- E. Installation: Lay sod in rows with staggered ends neatly and tightly butted on all edges. Remove harvesting netting upon installation. No overlap, gaps, ripples, or other uneven placement will be accepted. Lightly roll sod after installation to insure optimum contact with the soil. Cut and trim sod around structures with sharp tools and carefully fit the panels so the final appearance is a continuous bed of turf with no gaps at the edges.
- F. Establishment Watering / Mowing: Follow sod grower's specifications.
- G. Rolling: Allow the field sod to grow for a minimum of two weeks before rolling. Roll both in length and width.

3.07 HEADER BOARD

- A. General: Alignment and grade of edge restraints shall be staked and limited to accurately reflect the plan layout prior to commencing work. After approval by the Owners Representative, edge restraints shall be assembled to form well-crafted and securely constructed lines.
 - 1. Use single lengths per side, cut pieces will not be permitted. Butt joints may be used only when the length of a continuous run exceeds the standard stock length of the edge restraint product.

- B. Wood header board: straight-line joints less than three feet long; curved-line joints being laminated in a staggered pattern with ends no closer than eighteen inches.
 - 1. Stakes: maximum five feet on center at all ends, splices and joints.
 - 2. Splice all joints with 2 x 4 x 24" with top of splice plate 3/4" below top of header.
 - 3. Trim all stakes to 3/4" below top of header.
 - 4. Do not stake boards on one side only, unless against paving. Butt joints shall be staked on either side close to the joint.
 - 5. Locate stakes at all ends, joints, and splices. Clinch over all nails.
- C. Backfill all edge restraints prior to paving operations. Protect and repair all damaged header boards prior to final acceptance.

3.08 MAINTENANCE

- A. See Specification Section Landscape Maintenance

3.09 CLEAN UP

- A. After completion of all planting operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

END OF SECTION

Appendix

Federal Minimum Wage Rates (Davis-Bacon)

"General Decision Number: CA20210018 07/09/2021

Superseded General Decision Number: CA20200018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	03/05/2021
8	04/02/2021
9	04/23/2021
10	05/07/2021
11	05/14/2021
12	06/04/2021
13	06/18/2021
14	06/25/2021
15	07/02/2021
16	07/09/2021

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA
CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

BRCA0003-003 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 43.68	22.19
(7) San Francisco, San Mateo.....	\$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 45.88	25.02

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65
Tile Layer		
Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0034-001 07/01/2021

	Rates	Fringes
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Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
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Piledriver.....	\$ 54.10	34.69
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CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
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Modular Furniture Installer

Area 1

Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03

Area 2

Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03

Area 3

Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates Fringes

Drywall Installers/Lathers:

Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26

Drywall Stocker/Scraper

Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

 CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 * CARP0217-001 07/01/2021

San Mateo County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 * CARP0405-001 07/01/2021

Santa Clara County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 * CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 * CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 * CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 * CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

 * CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 * CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

 ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.00	3%+21.65
Technician.....	\$ 52.90	3%+21.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0006-007 06/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 80.00	3%+39.215

ELEC0100-002 06/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	25.37

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control

Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 53.41	27.95
Zone B.....	\$ 58.75	28.11

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 63.86	29.17
ELECTRICIAN.....	\$ 56.76	28.95

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.52
Technician.....	\$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 82.25	40.66
ELECTRICIAN.....	\$ 71.52	40.34

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "'Bosun's chairs,'" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.515
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

* ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.70	7.75%+25.58
ELECTRICIAN		
(1) Tunnel work.....	\$ 44.25	7.75%+25.58
(2) All other work.....	\$ 42.25	7.75%+25.58

ELEC0595-006 12/01/2020

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	3%+21.15
Technician.....	\$ 52.33	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 36.83	3%+21.15
Technician.....	\$ 42.35	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0617-001 06/01/2021

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 70.00	41.74

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 45.50	22.52
Technician.....	\$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	3%+25.13

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 36.83	22.25
Technician.....	\$ 42.35	22.42

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15

GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15

GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson;

Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunitite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 42.50	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 06/28/2021

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 26.05	12.75
LABORER (Lead Removal)		
Area A.....	\$ 34.37	25.95
Area B.....	\$ 33.37	25.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of

asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2020

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small
trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

----- GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 30.54	23.65
Area B.....	\$ 29.54	23.65
Traffic Control Person I		
Area A.....	\$ 30.84	23.65
Area B.....	\$ 29.84	23.65
Traffic Control Person II		
Area A.....	\$ 28.34	23.65
Area B.....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2020

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)

(1) New Construction.....\$ 29.54	23.20
(2) Establishment Warranty Period.....\$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65

Traffic Control Person II...\$ 27.34

23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20

GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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LABORER (Plaster Tender).....\$ 31.02 22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00304-002 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person..\$ 30.54	23.65
Traffic Control Person I....\$ 30.84	23.65
Traffic Control Person II...\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2017

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 36.60	24.83
GROUP 2.....\$ 36.37	24.83
GROUP 3.....\$ 36.12	24.83
GROUP 4.....\$ 35.67	24.83
GROUP 5.....\$ 35.13	24.83
Shotcrete Specialist.....\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "'material cleaner'" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "'form stripping, cleaning and oiling and moving to the next point of erection"'.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20

GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 53.16	28.49
AREA 2.....	\$ 49.03	27.09

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 35.88	21.16
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FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 48.84	25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN0169-005 01/01/2021

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 53.07	31.15

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 31.36	20.33
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.55	21.67

PAIN0767-001 01/01/2021

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 41.51	31.36

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.81	23.39

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68

AREA 295: Calaveras & San		
Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa,		
Merced, Stanislaus,		
Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-001 07/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber,		
Steamfitter, Refrigeration		
Fitter).....	\$ 75.30	46.27

PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter		
(Underground/Utility Fitter).....	\$ 63.04	31.48

PLUM0062-001 07/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.50	37.80

PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 07/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.15	36.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2020

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 67.75	42.50
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 67.75	42.50

 PLUM0355-004 07/01/2021

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 31.00	16.80

 PLUM0393-001 07/01/2020

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 66.66	44.83

 PLUM0442-001 07/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 47.50	33.39

PLUM0467-001 07/01/2020		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 70.00	37.86

ROOF0027-002 01/01/2021		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 32.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.		

ROOF0040-002 08/01/2020		

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 44.38	19.69

ROOF0081-001 08/01/2020		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 44.62	19.36

ROOF0081-004 08/01/2020		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 39.73	19.11

ROOF0095-002 08/01/2020		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 46.54	20.69
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 48.54	20.69

SFCA0483-001 01/01/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 67.99	32.85

SFCA0669-011 04/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.36	26.15

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-005 07/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 40.38	43.47

SHEE0104-007 07/01/2020

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 42.53	39.64
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SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
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SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55
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SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
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Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55
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TEAM0094-001 07/01/2021

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch

truck with hoist; Road oil truck or bootperson;
Buggymobile; Ross, Hyster and similar straddle carriers;
Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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"General Decision Number: CA20210003 01/01/2021

Superseded General Decision Number: CA20200003

State: California

Construction Type: Heavy Water Well Drilling

Counties: California Statewide.

WATER WELL DRILLING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUCA1989-001 01/01/1989

Rates	Fringes
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PUMPS

Installer		
Alameda.....	\$ 7.50	
Alpine.....	\$ 8.00	
Amador.....	\$ 8.00	
Colusa.....	\$ 10.57	2.03
Contra Costa.....	\$ 7.50	
El Dorado.....	\$ 8.00	
Fresno.....	\$ 7.25	1.04
Imperial.....	\$ 8.50	
Kern.....	\$ 7.25	.43
Lake.....	\$ 10.57	2.03

Los Angeles.....	\$ 9.76	.57
Madera.....	\$ 7.50	.72
Marin.....	\$ 10.57	2.03
Mariposa.....	\$ 7.50	.72
Mendocino.....	\$ 10.57	2.03
Monterey.....	\$ 12.50	
Napa.....	\$ 13.00	.81
Placer.....	\$ 8.00	
Plumas.....	\$ 10.36	1.65
Riverside.....	\$ 7.25	.34
Sacramento.....	\$ 9.43	.83
San Benito.....	\$ 8.39	2.65
San Bernardino.....	\$ 10.30	.77
San Diego.....	\$ 7.85	
San Joaquin.....	\$ 11.39	3.82
San Luis Obispo.....	\$ 7.25	
San Mateo.....	\$ 10.36	1.65
Santa Barbara.....	\$ 7.57	
Santa Clara.....	\$ 8.39	2.65
Santa Cruz.....	\$ 8.39	2.65
Shasta.....	\$ 9.63	1.36
Sonoma.....	\$ 10.57	2.03
Tehama.....	\$ 10.36	1.65
Trinity.....	\$ 9.63	1.36
Tuolumne.....	\$ 7.50	.72
Ventura.....	\$ 11.00	1.48

Water Well Driller

Alameda.....	\$ 10.00	.36
Alpine.....	\$ 9.60	
Amador.....	\$ 9.60	
Butte.....	\$ 7.25	
Calaveras.....	\$ 7.50	
Colusa.....	\$ 11.07	2.03
Contra Costa.....	\$ 9.50	
Del Norte.....	\$ 8.00	.31
El Dorado.....	\$ 9.60	
Fresno.....	\$ 13.37	1.45
Glenn.....	\$ 7.25	
Humboldt.....	\$ 8.00	.31
Imperial.....	\$ 8.70	.36
Inyo.....	\$ 7.29	1.13
Kern.....	\$ 7.25	.06
Kings.....	\$ 7.25	1.21
Lake.....	\$ 11.07	2.03
Lassen.....	\$ 7.25	.43
Los Angeles.....	\$ 9.65	
Madera.....	\$ 7.50	.72
Marin.....	\$ 11.07	2.03
Mariposa.....	\$ 7.50	.72
Mendocino.....	\$ 11.07	2.03
Merced.....	\$ 7.25	.13
Modoc.....	\$ 10.50	
Mono.....	\$ 10.00	
Monterey.....	\$ 12.50	
Napa.....	\$ 8.00	.81
Nevada.....	\$ 7.25	.13
Orange.....	\$ 11.00	1.48
Placer.....	\$ 9.60	
Plumas.....	\$ 10.00	
Riverside.....	\$ 7.25	.36
Sacramento.....	\$ 10.00	
San Benito.....	\$ 8.39	2.65
San Bernardino.....	\$ 10.20	.37
San Diego.....	\$ 8.18	

San Francisco.....	\$ 10.00	
San Joaquin.....	\$ 7.25	.13
San Luis Obispo.....	\$ 7.25	1.02
San Mateo.....	\$ 10.00	.81
Santa Barbara.....	\$ 7.98	
Santa Clara.....	\$ 8.39	2.65
Santa Cruz.....	\$ 8.39	2.65
Shasta.....	\$ 7.25	
Sierra.....	\$ 7.25	.13
Siskiyou.....	\$ 8.00	.31
Solano.....	\$ 9.15	
Sonoma.....	\$ 10.07	1.70
Stanislaus.....	\$ 7.25	.13
Sutter.....	\$ 7.25	
Tehama.....	\$ 10.00	
Trinity.....	\$ 7.25	
Tulare.....	\$ 7.29	1.13
Tuolumne.....	\$ 7.50	.72
Ventura.....	\$ 11.00	1.48
Yolo.....	\$ 10.36	1.65
Yuba.....	\$ 7.25	.13

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION

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"General Decision Number: CA20210006 01/01/2021

Superseded General Decision Number: CA20200006

State: California

Construction Type: Heavy Hopper Dredge Work

Counties: California Statewide.

HOPPER DREDGE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUCA1985-002 01/01/1985

Rates	Fringes
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Self-Propelled Hopper Dredge		
Drag tender.....\$	8.78	4.23

FOOTNOTE: Nine paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (Aug. 20th), Veterans Day, Thanksgiving Day and Christmas Day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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END OF GENERAL DECISION

"

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 10/07/2021

Operating Budget		Approval Date
Adopted Surplus	107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleenup	(50,000.00)	Pending
Running total:		<u>(17,749.00)</u>

Capital Budget		Approval Date
Projected Unassigned Fund Balance	12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	Pending
Parking Lot	(1,240,000.00)	Pending
Running total:		<u>11,272,747.00</u>

Note: Changes to the Capital Budget will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: October 7, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ELLIS PARK IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$80,800.00

RECOMMENDATION

Adopt a resolution authorizing an Amendment to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Ellis Park Improvements Project for an amount not to exceed \$80,800.00

BACKGROUND

Ellis Park Improvements Project ("project") includes the removal of existing play structures, paving, planting and irrigation, fences, and site furnishings and providing and installing new play equipment, site furnishings, paving, walks, curbs, planting and irrigation, sport surfacing, fencing, and gates.

On June 28, 2021, The Wallace Group (Wallace) entered into a Professional Services Agreement with the City for project management bidding services for the Ellis Park Improvements Project in the amount of \$18,000.00. Michael Baker was also retained to assist with the Community Development Block Grant (CDBG) bid portion. Wallace and Michael Baker prepared the bid documents, held a pre-bid meeting, prepared addendums, and summarized the bids.

The project was released for construction bids on July 16, 2021, and bids were opened on August 18, 2021. The lowest responsive and responsible bid was from Monterey Peninsula Engineering, and the award of a construction contract with the contractor is

being considered at this October 7th Council Meeting. Construction is expected to start in November.

The project is scheduled to take 128 working 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 (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) with Wallace Group for an amount not to exceed \$80,800.00 for construction management and inspection services for the Ellis 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 \$80,800.00. A 12% contingency adds \$10,000.00 for a total of \$90,800.00 for construction management and inspection services.

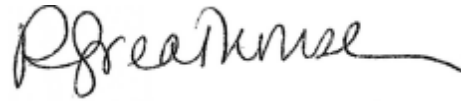
The adopted fiscal year 2021/2022 budget for the Ellis Park Improvements is \$622,000.00. The project requires construction management and inspection services and design support during construction. Based upon the services necessary for the project and the construction contingencies, an additional amount of \$390,818.00 from the General Fund is needed to complete the project. If approved, this would result in a revised project budget of \$1,012,818.00. The appropriation and project budget amendment is being considered with the construction agreement approval item at this October 7th City Council Meeting.

ATTACHMENTS

1. Resolution
-

2. Wallace PSA Amendment

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting 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 ELLIS PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$80,800.00

WHEREAS, the Ellis Park Improvements Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on October 7, 2021, there is an item for City Council to approve amending the 2021/2022 adopted Project budget (342-8910-9574) to \$1,012,818.00 to fully fund all the services necessary to complete construction of the Project; and

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 17, 2021, the City approved a Professional Services Agreement with Wallace in the amount of \$18,000.00 to perform project management bidding services for the Ellis Park Improvements Project; and

WHEREAS, the project bidding documents were released for construction bids on July 16, 2021 and bids were opened on August 18, 2021; and

WHEREAS, Monterey Peninsula Engineering 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 staffing resources to support this project; and

WHEREAS, Wallace submitted a proposal to perform construction support and inspection services for the Ellis Park Improvements Project from pre-construction through project closeout in the amount of \$80,800.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, an amount of \$10,000.00 contingency, 12% of the contract value, should be authorized on an as required basis; and

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 Ellis Park Improvements Project for an amount not to exceed \$80,800.00 and written amendments such that the total Agreement does not exceed \$90,800.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7th day of October, 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: September 2, 2021

Change Requested by: X City/District Consultant

Contract Date

Project Name

 06/17/2021

 Ellis 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."**

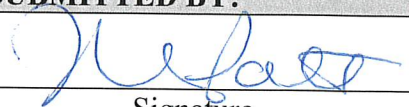
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

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	\$80,800	\$98,800
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	8-31-21
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Michael Brennan Director, Construction Management	8/31/21
Signature	Name and Title	Date

CONTRACT AMENDMENT

Project Name: Ellis Park Improvements	CA No. 1
Client Name: City of Seaside	Project/Phase No. 1284-0019
Attention: Nisha Patel	Date: August 6, 2021
Address: 440 Harcourt Ave, 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 new playground equipment, picnic areas, play field, AC parking area, landscaping, and hardscapes 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 108 working day for substantial completion and an additional 20 working days for final completion. Labor compliance in accordance with state and federal requirements will be performed by others.

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 24 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, Whitson Engineers Design Team, and Michael Baker Labor Compliance 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
 - Submittals and RFI's
 - Quality control

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



- 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 twenty (20) 1-hour meetings. We have included 400 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 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
- 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 32 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
- CDBG grant reporting
- 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) \$80,800
- ☐ progress billing: \$
- ☐ not-to-exceed w/o authorization: \$

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 - ELLIS 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	8	16		\$76	24	\$4,176	\$4,252
2	CONSTRUCTION	50		350	\$1,120	400	\$69,150	\$70,270
3	POST-CONSTRUCTION	8	8	16	\$371	32	\$5,640	\$6,011
	SUB-TOTALS	66	24	366	\$1,567	456		
	WALLACE GROUP LABOR COSTS	\$15,048	\$3,528	\$60,390				\$78,966
	WALLACE GROUP DIRECT COSTS							\$1,567
	SUBCONSULTANT DIRECT COSTS							
	DIRECT COSTS OVERHEAD @						15%	\$235.05
	TOTAL							\$80,768

Task Budgets may fluctuate within Overall Budget



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Derrick Elder, Family & Community Support Practitioner
Dan Meewis, Recreation Director

DATE: October 7, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY OF SEASIDE
AND THE COORDINATED ASSESSMENT AND REFERRAL SYSTEM
(CARS) MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Adopt a resolution authorizing the memoranda of understanding between the City of Seaside and CARS.

BACKGROUND

The City of Seaside's Family and Community Support Program has been tasked with responding to the social service needs of its community members, which provides services, support, and resources to address challenging public health issues. A significant public health issue impacting the City of Seaside is homelessness. One of the problems with providing effective services to homeless individuals and families is trying to access appropriate, permanent housing. The issue revolves around difficulties engaging with multiple programs and navigating complex systems just to join waitlists.

A potential solution to address these difficulties would be to allow the Family and Community Support Program to utilize The Coordinated Assessment and Referral System (CARS), also known as Coordinated Entry System (CES). CARS is a consistent, community-wide process to match individuals and families who are experiencing homelessness to community resources that are the best fit for their situation. In a community using coordinated entry, homeless individuals and families complete a standard triage assessment survey that identifies the best type of intervention for that household. Based on the information that is provided, the CARS administrator matches these individuals with potential opportunities for temporary and/or permanent housing when it becomes available.

Benefits of the Coordinated Assessment and Referral System.

- Use existing resources more effectively by connecting people to the housing/service program that is the best fit for their situation.
 - Reduce the need for people to call around to multiple programs and fill out multiple applications to join waitlists. Coordinated entry assesses people for all participating housing/service programs at the same time.
 - Provide clear communication about what housing is available and when it is available.
 - Leverage technology to improve system effectiveness.
 - Allow system and program performance data to drive future project development.
- Strengthen systems change efforts and improve the Continuum of Care-wide collaboration.

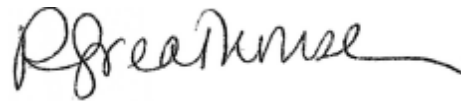
FISCAL IMPACT

There is no fiscal impact with this item.

ATTACHMENTS

1. CARS MOU
2. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



Memorandum of Understanding (MOU) Between

**Agency Participating in CARS, Monterey & San Benito Counties CoC, and Coalition of Homeless
Service Providers (CARS Administrator)**

By choosing to participate in CARS, your agency has committed to being a part of one of the essential functions of the CoC in helping to end homelessness. As such, agencies signing this MOU agree to participate in the Coordinated Assessment and Referral System (CARS) and to comply with the following standards to:

- Maintain user access to HMIS ServicePoint.
- Ensure that clients seeking assistance have prompt access to screening and assessment in a safe and welcoming environment.
- Carry out screening and assessment of clients, responding to their immediate needs, using CARS tools and technology, supporting referral of clients per CARS protocols, accepting client referrals per CARS protocols, if applicable.
- Unless prohibited from doing so by law, use HMIS ServicePoint for recording of the assessment. I.E Clients actively fleeing from domestic violence.
- Obtain a client release before entering client information into HMIS ServicePoint.
- Follow CARS policies and procedures, community guidelines for conducting assessments and communicating about coordinated entry.
- Comply with all policies and procedures for HMIS ServicePoint.
- Provide additional referrals to other community services, as appropriate, to people completing the assessment.
- Attend CARS trainings.
- Attend CARS meetings.
- Follow CARS policies and procedures.

Agencies that receive CARS referrals will:

- Accept and promptly act on client referrals through CARS.
- Participate in case conferences requested to resolve housing placement issues or concerns.
- Abide by client eligibility and acceptance determination decision.
- Comply with fair housing legal requirements in all housing transactions and tenant selection plans and procedures.

Please sign and date below if you agree to the above.

Name: _____

Date: _____

Agency: _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ADOPT A RESOLUTION AUTHORIZING THE CITY OF SEASIDE AND THE
COORDINATED ASSESSMENT AND REFERRAL SYSTEM (CARS) MEMORANDUM
OF UNDERSTANDING**

WHEREAS, the City desires to collaborate with independent organizations providing services beneficial to the community, and through the Recreation Department, desires to give approval for the Family and Community Support Program to partner with Monterey County Continuum of Care and Coalition of Homeless Service Providers, and the Coordinated Assessment and Referral System (CARS) administrator to participate in CARS; and

WHEREAS, The Family and Community Support Program's utilization of the CARS process will continue to improve its services to be more beneficial and effective in addressing the needs of the City of Seaside's homeless population through mobile outreach, not otherwise offered or duplicated within the City of Seaside; and

WHEREAS, the City intends to continue its collaboration with the Coalition of Homeless Service Providers;

NOW THEREFORE, BE IT RESOLVED, in accordance with the City's policies and the Agreement with Monterey County Continuum of Care, Coalition of Homeless Service Providers, and the City of Seaside enter into this agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October 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.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant to the City Manager - Economic Development Director

DATE: October 7, 2021

SUBJECT: ADOPT A RESOLUTION AMENDING THE BUDGET FOR THE FISCAL YEAR 2022, APPROPRIATING \$1,240,000.00 FROM FUND BALANCE, ALLOCATING IT TO THE ECONOMIC DEVELOPMENT DEPARTMENT, APPROVING AN AGREEMENT FOR THE PURCHASE AND TEMPORARY LEASE OF REAL PROPERTY AT 490 BROADWAY AVE, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

RECOMMENDATION

Adopt a resolution approving the lease to purchase agreement and appropriate funding necessary to execute the agreement for 490 Broadway Avenue.

BACKGROUND

The Coniglio Family Properties, LLC, listed for sale the real property located at 490 Broadway Avenue / 1590 Del Monte Avenue, within the City of Seaside city limits and as more accurately depicted in the attached Monterey County Assessor's parcel map. The property contains two parcels, 011-302-002;014 and has an area of +/-20,247 square feet, just short of half an acre. The property in question is primarily asphalt paved and maintains a small office. The property was formerly used as an automobile sales yard; after the closure of such the property has been underutilized.

Staff has entered into a lease agreement for the property with a stipulation to proceed with a purchase should an appraisal fall within the seller's designated range of \$1,000,000 to \$1,200,000. Staff has already engaged an MAI appraiser to conduct the appraisal, which will be completed within 45 days. While the lease amount falls within the purchase authority of the City Manager, the full purchase price would not.

FISCAL IMPACT

The proposed agreement would be funded from the available unassigned balance in the City's general fund and allocated to account 100-7410-2085. The requested funding includes:

\$1,200,000 for the max allowable sale amount,
\$25,000 for the max allowable lease amount,
\$5,000 for an estimate for taxes and insurance (per the lease),
\$5,000 for property repairs and utilities, and
\$5,000 is for the appraisal.

Staff will make their best efforts to expedite the appraisal process—reducing the months that the property is leased in order to best steward public funds. The agenda item attachments contain more information on the overall impact on the Fiscal Year 2022 budget.

ATTACHMENTS

1. Budget Amendments FY22 as of 10.07.21
2. Resolution
3. Agreement Purchase and Lease 490 Broadway
4. MC Parcel Map No. 98340

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 10/07/2021

Operating Budget		Approval Date
Adopted Surplus	107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleenup	(50,000.00)	Pending
Running total:	<u>(17,749.00)</u>	

Capital Budget		Approval Date
Projected Unassigned Fund Balance	12,966,234.00	6/17/2021
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Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	Pending
Parking Lot	(1,240,000.00)	Pending
Running total:	<u>11,272,747.00</u>	

Note: Changes to the Capital Budget will also impact the 5 year forecast presented at the time of budget adoption.

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, APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS, APPROVING AGREEMENT FOR THE PURCHASE AND TEMPORARY LEASE OF REAL PROPERTY AT 490 BROADWAY AVE, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

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 October 7, 2021, for the General Fund: Economic Development; and

WHEREAS, city staff has prepared and submitted a Purchase and Lease Agreement for real property at 490 Broadway Ave, Seaside, CA, in the staff report dated October 7, 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 agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE AS FOLLOWS:

Section 1. Budget Allocation. The City Council of the City of Seaside hereby directs the Finance Director to allocate \$1,240,000 from Fund Balance to account 100-7410-2085 for Fiscal Year 2021-2022; and

Section 2. Purchase and Lease Agreement. The City Manager, Finance Director or a designee in writing is hereby authorized to enter into a Purchase and Lease Agreement (the "Agreement"), subject to approval as to form by the City Attorney

Section 3. Attestations. The City Clerk or other appropriate City officer is hereby authorized and directed to attest the signature of the Mayor, City Manager or Finance Director or of such other person or persons as may have been designated by the Mayor, City Manager or Finance Director, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the Agreement.

Section 4. Other Actions. The City Manager, Finance Director and other officers of the City are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents, and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Agreement. Such actions are hereby ratified, confirmed and approved.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October, 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

**AGREEMENT FOR THE SALE OF REAL PROPERTY AND TEMPORARY LEASE
FOR PROPERTY AT**

490 BROADWAY AVE, SEASIDE, CA 93955

This lease is entered into at Seaside, California, on this 28 day of September 2021 by and between the purchaser/tenant CITY OF SEASIDE, a public entity and a political subdivision of the State of California, and the Partnership that owns said property THE CONIGLIO FAMILY PROPERTIES LLC by and through its authorized managing partner Peter J. Coniglio, henceforth referred to as LANDLORD, upon each of the following terms and conditions:

1. PARTIES

The parties of this lease/sale agreement are CITY OF SEASIDE, purchaser/tenant, and the partnership that owns the property, THE CONIGLIO FAMILY PROPERTIES LLC, by and through its authorized managing partner Peter J. Coniglio.

2. PREMISES

The premises of this lease is the real property with improvements commonly known and designated as 490 Broadway Avenue/1590 Del Monte Avenue, City of Seaside, County of Monterey, State of California located at the corner of Del Monte and Broadway Avenues in said city and state. The property is identified in the diagram of the premises, which is attached hereto, marked Exhibit A, and by this reference incorporated and made a part hereof. Landlord shall be responsible to remove the fencing and the trailer currently located on site.

3. TERM

This is a joint agreement for the sale of the premises along with a temporary lease for five months commencing September 20, 2021 and terminating March 20, 2022, or prior upon the sale of the property. The terms of the sale agreement and temporary lease are subject to the following:

- A. The term of the lease shall be for a period of five (5) months commencing September 20, 2021 and terminating March 31, 2022, with a seven (7) month automatic extension at same terms if Appraisal is not completed or negotiations on a final price are continuing.
- B. The rent for each month shall be the sum of \$5,000 triple net per month.
- C. In addition to the payment of the monthly rent, the City of Seaside shall pay a prorated share of the real property taxes and insurance. Tenant shall also pay all utilities and repairs and maintenance as required for tenant's use.
- D. The lease shall terminate upon the expiration of the five (5) month term or as otherwise mutually agreed to by the parties.

E. The City of Seaside shall open an escrow at Chicago Title Company and hire an appraiser and inform the landlord of the name of the appraiser. The cost of the appraisal shall be paid by the City of Seaside.

F. The City of Seaside is hereby obligated to purchase the property at the appraised value provided the appraised value is over \$1,000,000 and will then close within 30 days. If the appraised value is over \$1,200,000, the City of Seaside is not obligated to purchase the property. If the appraised value is under \$1,000,000, then the seller is not obligated to sell to the City. The parties may negotiate mutually acceptable terms at any time. This portion of the agreement is contingent upon final City Council approval and authorization.

G. Once the negotiations are finished as deemed by either party and provided the appraisal was completed, and the pricing does not fall between \$1,000,000 and \$1,200,000, then either party may cancel the lease with 30 days notice.

H. All parties will execute a California Association of Realtors commercial purchase agreement with the terms of the sale as set forth in this lease.

I. The sale of the property is subject to a 1031 Exchange by the sellers.

4. INSURANCE

Tenant shall secure and maintain a full and complete comprehensive general liability insurance policy or policies from a qualified insurance company of not less than \$5,000,000 and shall name the Landlord as an additional insured under said policy. Tenant shall submit to the Landlord a written certificate of insurance complying with this provision.

5. CHANGES TO THE PREMISES

Tenant shall have the right to make the improvements to the property as set forth in Exhibit A, attached hereto and incorporated herein, but shall have no other authority to make any other changes or modifications to the property without the prior approval in writing of the Landlord.

6. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet all or any portion of the premises without the prior written approval of the Landlord.

7. INDEMNIFICATION

Tenant shall hold harmless and indemnify the Landlord of and from any and all liability of any kind or nature occurring on the premises or for its occupancy and possession of said premises except any liability which shall be caused by the conduct of the Landlord.

8. AUTHORIZATION TO EXECUTE

The City Manager is authorized to execute the Lease portion of this Agreement (Paragraphs 3 sections A-D, hereinabove). Paragraph 3 section E-F related to the Purchase of the property is subject to a public hearing and

formal City Council review and approval before fully effective. Said hearing will take place at the first regularly scheduled meeting in October 2021. Should the City Council not approve the Purchase and Sale provisions of this Temporary Lease and Purchase Agreement, this Lease will convert to a month-to-month tenancy, terminable at will with 30-days notice by either Landlord or Tenant.

9. LANDLORD RIGHTS

For any breach or violation of the terms of this lease, the Landlord reserves the right to pursue and exercise any of its rights or privileges in a cumulative manner of any or all remedies or privileges available under applicable state or federal laws.

10. GENERAL PRIVISIONS

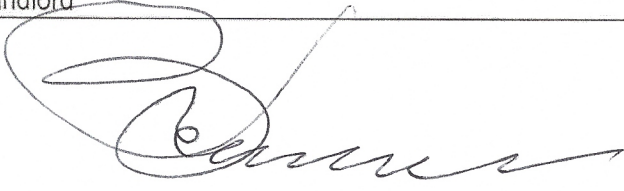
This lease shall be subject to each of the following terms and conditions:

A. Time is of the essence.

B. This lease is deemed to have been executed, entered into, and to be performed in the County of Monterey, State of California, which shall be the venue of any dispute between the parties concerning the terms of this lease.

C. In the event of any legal proceeding concerning this lease or the rights of the parties, the prevailing party shall be entitled to receive reasonable attorney fees, expert fees, and all other costs incurred in addition to any other award or judgement.

Executed under penalty of perjury at Seaside, California, this 20th date of September 2021.

Landlord	Tenant
 PETER J. CONIGLIO FOR Coniglio Family Properties, LLC	 ROBERTA GREATHOUSE, Acting City Manager City of Seaside

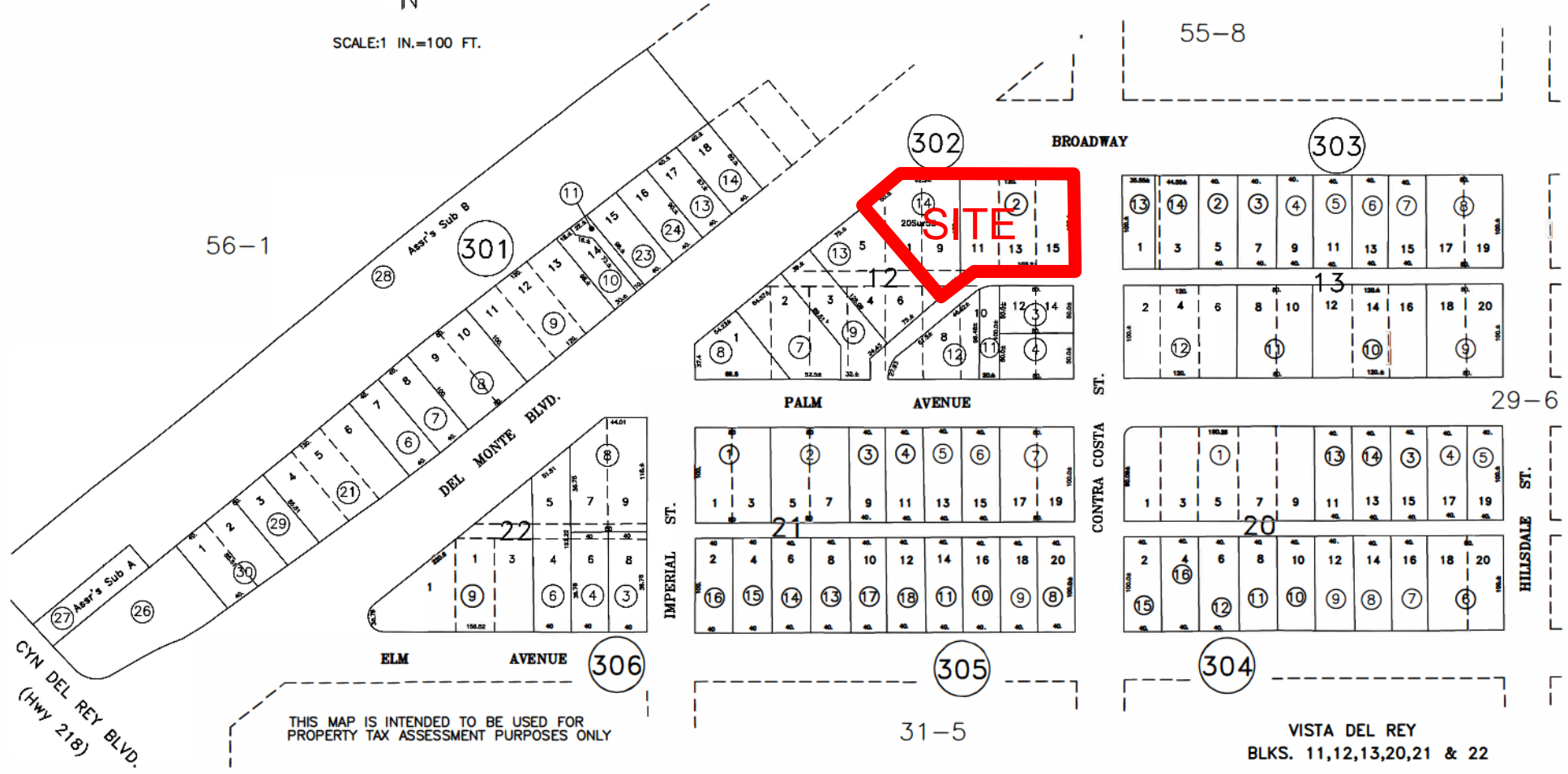
TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 011 PAGE 30-6
SEASIDE SUBDIVISIONS

Site Map for Purchase and Lease Agreement
APNs: 011-302-002;014

27-9

SCALE: 1 IN. = 100 FT.





CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Amanda Rotella, Assistant City Manager - Community Development Director

DATE: October 7, 2021

SUBJECT: **MODIFY POSITION CONTROL LIST TO ADD ONE ADMINISTRATIVE ASSISTANT IN THE HOUSING DIVISION, ONE ADMINISTRATIVE ASSISTANT IN THE PLANNING DIVISION, OVER HIRE ONE MAINTENANCE & UTILITIES WORKER II, CREATE THE PART-TIME CLASSIFICATION OF FIRE MARSHAL AND AUTHORIZE THE CITY'S FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2022 BUDGET TO INCREASE PERSONNEL COSTS BY \$22,919.00 IN FUND 246**

RECOMMENDATION

Authorize the personnel changes that are critical in advancing the City's strategic objectives.

BACKGROUND

The recommended staffing changes are as follows:

1. Modify the position control list to add one Administrative Assistant in the Housing Division. A full-time Administrative Assistant was approved in the FY 21/22 Adopted Budget, but not until January of 2022. It is proposed that this position be added to the position control list immediately. This position is mission critical to administer the Home is Key program and the cost will be paid through the grant funding.
2. Modify the position control list to add one Administrative Assistant in the Planning Division. The Planning Division performs mission critical work to administer the City's General Plan and Zoning Ordinance, review development applications, and plan for the future of the community. The Division also staffs the City's Planning Commission. This

position will take administrative tasks, like public noticing, overseeing the front counter and phones, and other office administrative responsibilities, off of the plates of the Planners so they can focus on the technical work to move the City forward.

3. Over fill one Maintenance & Utilities Worker II in the Maintenance & Utilities Division. One of the City's long term employees has announced his retirement effective March of 2022. The City recently recruited for this position and requests authority to over fill the position in order to take advantage of the opportunity to hire off the existing list and to train the new staff prior to the employee's departure.

4. Add the position of Fire Marshal to the salary schedule. This position was approved in the FY 21/22 Adopted Budget. Although the City previously had the position of Fire Marshal on the books, the position was eliminated when the incumbent retired. It is proposed the hourly pay rate be set equivalent to Division Chief (at the 40 hour rate) which is consistent with the City's salary survey market and with the City's prior position. The current top step hourly rate is \$78.41.

FISCAL IMPACT

1. Administrative Assistant - Housing Division. No fiscal impact on the general fund as the additional cost will be paid by the United Way through the Housing is Key program. Ongoing years will be paid from the City's Housing Fund. The fiscal impact is \$22,919 (City Housing Fund 246) (Full year cost in subsequent years; \$91,675)

2. Administrative Assistant - Planning Division. No fiscal impact on the general fund as the cost will be fully offset by salary savings due to currently vacant positions. (Full year cost in subsequent years; \$91,675)

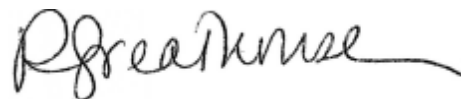
3. Maintenance & Utilities Worker II -No fiscal impact on the general fund as the cost will be fully offset by salary savings due to current staff on unpaid leave (Full year cost in subsequent years; \$103,594)

4. Fire Marshal (PT) - budgeted in the FY 21/22 budget.

ATTACHMENTS

1. Fire Marshal Job Description
2. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

FIRE MARSHAL

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under direction perform supervisory, technical, administrative and physical work as required to prevent emergency situations or reduce their potential impact to cause property damage, life loss or environment damage; related duties as required.

DISTINGUISHING CHARACTERISTICS:

This position is a sworn position in the Fire Department and receives general direction from the Fire Chief and/or the Division Fire Chief. This position is a part-time and at-will.

ESSENTIAL FUNCTIONS STATEMENT (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Under direction, conducts work and assists in the supervision, development and administration of the City and the City's contracted agencies for fire prevention program.
- Train, coordinate and technically supervise departmental inspection programs.
- Develop, implement and conduct public education programs for fire and life safety.
- Inspects structures and checks plans for fire and life safety to obtain compliance of Federal, State and Local laws; inspects fire protection systems for effective maintenance, design, and code compliance.
- Responds to fires when requested and other emergencies to conduct investigation and prevention activities.
- Investigates fires for cause and origin and pursues or coordinates investigation of malicious and arson fires; complies with laws regarding the collection and preservation of evidence, arrest, search and seizure; testifies in court, as required.
- Maintains records, issues permits and prepares reports, studies and correspondence.
- Checks plans and consults with architects, developers and builders to achieve compliance with appropriate laws and fire protection needs.
- Coordinates fire protection matters with other city departments or agencies.
- Responds to public inquiries and complaints.
- Assists with strategic planning and development of the department.
- Obtain and maintain professional qualifications required to perform duties.
- Maintain a positive working relationship during the performance of duties.
- Supports relationship with City personnel, contracted agencies and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, businesses and City staff.

- Provide staff with support in decision-making and provide direction to technical staff. Maintain effective communications with staff through regularly scheduled meetings.
- Accept and complete special assignments and projects as may be assigned.
- Propose the fire prevention budget and be responsible for the day to day administration of the budget.
- Skillfully represent the interest of the city when working with the media and making presentations to the public.
- Submit accurate, concise and complete reports, on schedule, with appropriate recommendations.
- Participate in pre-construction meetings.
- Maintains confidentiality of work-related issues and City information.
- Inspect commercial, industrial and certain residential buildings in various stages of progress against plans or specifications to ascertain code compliance with applicable fire prevention, hazardous materials and pretreatment requirements.
- Discuss compliance problems with owners, contractors and other responsible parties; may issue citations for violations of code provisions.
- Investigate complaints and disputes; respond in writing regarding complaint investigations and perform and coordinate code compliance activities with other departments, divisions and sections. Issue stop-work orders in situations.
- Maintain records of inspections made and actions taken.
- Submit accurate, concise and complete reports, on schedule, with appropriate recommendations.
- Skillfully represent the interest of the city when making presentations to the public.
- Attend meetings, workshops, seminars and other similar activities.
- Make presentations to City Council
- Perform related work as required.

QUALIFICATIONS

Knowledge of:

- City and Fire Department policies and procedures.
- Fire Prevention and related building codes, city ordinances, laws and nationally recognized standards, principles and practices; principals, practices, techniques and procedures of fire prevention, supervision, administration, budgeting, personnel management, training and computer operations.
- Effective public presentation techniques.
- Laws regarding personnel and the workplace.
- Inspection techniques.
- Arson laws, laws of arrest, search and seizure, rules of evidence and court procedures.
- Investigation methods to determine fire cause and origin; research, statistical and analytical study methods.
- Elementary physics, chemistry and mechanics.
- Construction design standards, fire control and extinguishing systems.
- The mechanics of chemistry, and related characteristics of a wide variety of flammable, explosive and hazardous materials.

- Principles, practices and methods of handling transporting and storing hazardous materials.

Ability to:

- Recognize and identify potential fire and structural hazards in special processes or facilities including industrial, commercial, residential buildings and other occupancies.
- Communicate effectively orally and through written reports to include staff reports
- Interpret and effectively applying all related codes ordinances and laws relating to fire protection work.
- Ability to use a computer system to complete reports to send or receive electronic communications, and to retrieve or enter data.
- Read and interpret blueprints and other construction plans submitted for evaluation.
- Conduct fact-finding investigations and enforce policies, directives, and practices firmly, tactfully, and impartially.
- Ability to learn and apply city and department policies, directives, regulations, local laws relating to fire department operations, city geography, water systems and hazards.
- Promoting a positive, productive and proactive work environment.

Experience and Education:

Any combination of experience and education/training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of fire protection or building inspection experience, supplemented by college courses in fire protection, building inspection and fire investigation.

Education:

Graduation from an accredited college or university with major course equivalent to an Associate Degree in Fire Science.

Licenses and Certificates:

- Must possess a valid California Driver's License upon time of appointment.
- Successful completion of California Ca State Fire Marshal State Board of Fire Services courses of Fire Inspector 1A, 1B, 1C, and 1D, Fire Investigation 1A, 1B and 1C, and Plans Examiner 1A, 1B, and 1C, or equivalent at time of appointment or within twenty-four (24) months of appointment.

Desired Qualifications:

- Certification by the State of California as a Fire Inspector 1, 2, Plan Examiner, Fire Investigator, PC 832, or equivalents are highly desirable.
- Successful completion of California State Board of Fire Services accredited courses of Fire Inspector 2A, 2B, 2C, and 2D, and Public Education 1, or equivalent are highly desirable.

ENVIRONMENTAL ELEMENTS

Work is performed in an office setting, in any building or structure in the Fire Department's current service area, including those that have been damaged by fire or other disasters, and outdoors with exposure to inclement weather; exposure to noise, dust, grease fumes, gases and potentially hazardous chemicals. Work is in and around moving vehicles and machinery. May be required to respond to calls or perform work on evenings, weekends, and holidays.

PHYSICAL DEMANDS

Essential functions may require maintaining physical condition necessary for heavy, moderate or light lifting; kneeling; bending; climbing ladders; standing for prolonged periods of time; operating motorized equipment and vehicles. Standing & Walking – Standing for extended periods of time and/or walking distances (1 or more miles); Sitting – Ability to work in a seated position at a computer station for extended periods of time; Lifting - Ability to safely lift up to 50 pounds; use proper lifting techniques including bending at the knees.; Climbing - Ability to ascend 10 ft. or more up ladder(s); Manual Dexterity - The ability to perform multiple work activities requiring a significant level of physical and mental coordination, such as accurate field measuring; repair and calibration of instruments; computer keyboard; writing; Visual - Acuity for driving long periods; reading literature for long periods; industry warning signs and instruments; reading maps and diagrams, computer screen; Mobility - Ability to operate a motor vehicle, and reach, push, pull, stoop, bend, and squat; Reflexes - Ability to quickly and automatically respond to emergency and safety situations.

WORKING CONDITIONS

Must be willing to work nights, evenings, weekends, and holidays as needed.

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MODIFYING THE POSITION CONTROL LIST TO ADD ONE ADMINISTRATIVE ASSISTANT IN THE HOUSING DIVISION, ONE ADMINISTRATIVE ASSISTANT IN THE PLANNING DIVISION, OVER HIRE ONE MAINTENANCE & UTILITIES WORKER II, CREATING THE PART-TIME CLASSIFICATION OF FIRE MARSHAL AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2022 BUDGET TO INCREASE PERSONNEL COSTS BY \$22,919.00 IN FUND 246

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to add one Administrative Assistant in the Housing Division and one Administrative Assistant in the Planning Division; and

WHEREAS, there is a need to over hire the position of Maintenance & Utilities Worker II in the Maintenance & Utilities to be eliminated through attrition; and

WHEREAS, there is a need to create the Fire Marshal classification in the Fire Department; and

WHEREAS, the Fire Marshal will be a part-time job classification and will be paid a top step hourly pay rate of \$78.41; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change including amending the Fiscal Year 2022 budget to increase personnel costs by \$22,919.00 in fund 246.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the addition of these new positions as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October 2021, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: October 7, 2021

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE NEIGHBORHOOD
IMPROVEMENT COMMISSION FOR USE OF LAGUNA GRANDE
PARK FOR A CELEBRATION OF LIFE FESTIVAL FOR LANNY
OLIS**

RECOMMENDATION

Approve the Fee Waiver request from the Neighborhood Improvement Commission.

BACKGROUND

The Neighborhood Improvement Commission is requesting a fee waiver for the costs associated with the Celebration of Life Festival for former commissioner Lanny Olis.

The event will be held on Friday, October 8, 2021, at Laguna Grande Park from 4:00 p.m. - 7:00 p.m. They are requesting the use of the City's stage and access to the park.

Lanny Olis passed away unexpectedly on Monday, September 24, 2021. He was a long-time resident of Seaside who graduated from Monterey High in 1976, where he played football and was the team captain. In 1998, he started to actively serve his community and became a member of the Neighborhood Improvement Commission, as well as being elected as the Co-Vice Chair for the Community Development Advisory Committee.

FISCAL IMPACT

The fiscal impact of this item is as follows:

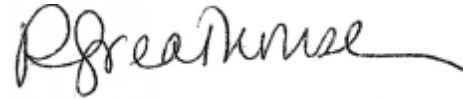
Public Works staff to set up/break down the stage - \$730.80
Laguna Grande Park rental fee - \$112.00

Total cost - \$842.80

ATTACHMENTS

1. Fee Waiver and Park Application
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: O'lis Family & Neighborhood Improvement Commission
Name of Applicant: Alex Miller
Address: P.O. Box 13 City: Seaside State: CA
Phone: 831-777-8317 Email: Alexhmlg@gmail.com

EVENT INFORMATION:

Event Title: Celebration of Life - Larry O'lis
Event Description: Celebrating Larry's life by allowing his band to play.
Event Date: 10/8/2021 Room(s) Requested: _____
Time (including set-up): 1 pm - 4:30 Approximate Number of Guests: 100+

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: O'lis family has limited income. Larry O'lis gave many hours to the city of Seaside.
Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No
What is your organization's tax identification number? N/A
What percentage of your members or participants resides in Seaside? 85-90%
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☐ Yes ☒ No
Will alcohol be served or sold at your event? ☒ Yes ☐ No

Applicant Signature: [Signature] Date: 9/27/2021

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Ollis Family & Neighborhood Improvement Commission

Name of Applicant: Alex Miller

Address: P.O. Box 13 City: Seaside Zip: 93955

Phone: 831-777-8317 Email: Alexm19@gmail.com

☐ Resident

☐ Non-Resident

Alex 408-893-6119

FACILITY RESERVATION:

Intended Use/Activity: Celebration of life

Reservation Date(s): 10/8/2021 Times: (Available 8 AM-Dusk) 1pm - Dusk

Location Requested: (All fees per current adopted fee schedule)

Soper

☐ BBQ Area 1

☐ BBQ Area 2

☐ BBQ Area 3

☐ Large BBQ Area

☐ Entire BBQ Areas

Laguna Grande Park

☐ Lakeside BBQ Area 1

☐ Lakeside BBQ Area 2

☐ Entire Lakeside BBQ Areas

☐ Eucalyptus BBQ Area

☐ Hillside BBQ Area 1

☐ Hillside BBQ Area 2

☐ Hillside BBQ Area 3

☐ Hillside BBQ Area 4

☐ Hillside BBQ Area 5

☐ Hillside BBQ Area 6

Other

☐ Metz BBQ Area

☐ Ellis Park BBQ Area

☐ Robert's Lake

Do you intend to play music? (No amplified, live music, or bands allowed)

☒ Yes ☐ No

Do you intend to use the BBQ pits?

☐ Yes ☐ No Undecided

☐ Bounce House (additional fee)

☐ Cleaning Deposit*

Estimated Attendance: 100+

Total Rental Fee Due: \$ _____

Total Deposit Due: \$ _____



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: DM

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable
75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.
The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: _____

Date: 9/28/2021

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: October 7, 2021

SUBJECT: PROCLAMATION HONORING THE LATE LANNY OLIS

RECOMMENDATION

Recognize the life and legacy of Lanny Olis by the proclamation in his honor.

BACKGROUND

Born July 14, 1958, a long time resident of the City of Seaside, Lanny Olis passed away unexpectedly on Monday September 20, 2021, at 2:54 P.M. at Salinas Memorial Hospital at the age of 63. Lanny was actively involved in the City of Seaside as a volunteer, as a commissioner for the Neighborhood Improvement Commission as well as Co-Vice Chairman for the Community Development Advisory Commission.

Lanny was well respected and will be missed.

FISCAL IMPACT

There is no fiscal impact on this item.

ATTACHMENTS

1. Lanny Olis Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in cursive script, appearing to read "R Greathouse", is written over a horizontal line.

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Lanny Olis In Remembrance

WHEREAS, Lanny Olis was a long time Seaside resident who focused on citizen engagement through the numerous programs and activities for the betterment of the City Seaside; and

WHEREAS, Lanny was known for his big heart, sense of humor, and always dressing sharp in fine suits, crisp shiny shoes and a matching godfather hat. Lanny had a unique way of connecting with everyone that he encountered; and

WHEREAS, He was the founding member of the Seaside Posse' Facebook group which has 4,800 followers. Where he used this platform to keep the community abreast of everything going on within the City of Seaside; and

WHEREAS, Lanny was a man that gave his all when it came to serving the City of Seaside, but never forgot his principles no matter the personal cost to him; and

WHEREAS, He served on multiple City of Seaside Commissions including Vice-Chair of the Community Development Advisory Commission; Commissioner of the Neighborhood Improvement Commission, and one of the founding member of the "Seastars" park clean-up committee; and

WHEREAS, Lanny was also known for his prominent candidate forums that he held every election season to ensure that the residents of Seaside could engage the perspective candidates for City Council, and the Monterey County Board of Supervisors in topics that were important to the City of Seaside; and

WHEREAS, He was always the life of the party, especially when the band he managed, B.T.A (Back Together Again), was performing and he would be on the dance floor getting his groove on, having the time of his life; and

WHEREAS, He was passionate about keeping his mother's legacy after she passed away, by cooking her recipes including her famous Lumpias. With his attention to detail in replicating her recipe he became known as "The Lumpia King". In addition, he loved to tend to his garden every morning and he especially enjoyed spending the evenings with his family and friends, and

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby remember Lanny

Olis for his community engagement and service. We express appreciation for his continued contributions to the City of Seaside. We mourn with his family and will continue to honor his memory.

Ian N. Oglesby, Mayor
October 7, 2021



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.O.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Samantha Alcaraz, Human Resources Analyst

DATE: October 7, 2021

**SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE A CONTRACT WITH
PECKHAM & MCKENNEY FOR THE EXECUTIVE SEARCH
SERVICES OF CITY MANAGER FOR AN AMOUNT NOT TO
EXCEED \$33,000.00**

RECOMMENDATION

Adopt a resolution authorizing the Acting City Manager to enter into an agreement with Peckham & McKenney for the executive search services for a new City Manager for an amount not to exceed \$33,000.00.

BACKGROUND

The Human Resources Director / Risk Manager issued a Request for Statements of Qualifications (RFQ) on August 20, 2021, for an executive recruitment firm to assist in the executive search process for City Manager. The deadline for submission of the statements of qualifications was September 9, 2021. The City received interest from the following firms:

Koff & Associates, Peckham & McKenney, Bob Murray & Associates, and William Avery & Associates.

The not to exceed project cost proposals ranged in price from \$19,400 - \$33,000. A Closed Session Meeting made up of the Mayor, Mayor Pro Tem, Council Member Garcia Arrazola, Council Member Campbell, Council Member Wizard, City Attorney Damon, and HR Analyst, Samantha Sakhrani, reviewed the proposals and conducted interviews with Koff & Associates and Peckham & McKenney.

Based on their extensive experience, detailed approach to the recruitment process, success and availability, Peckham & McKenney received a unanimous vote.

FISCAL IMPACT

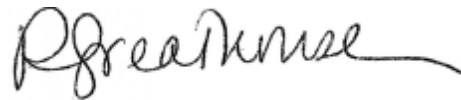
The not to exceed cost for the City Manager search process is \$27,000. Because the City Council may elect to add additional services including facilitation of community forums, a community survey and analysis of the results, a salary survey, and additional background checks, it is recommended the not to exceed cost of the professional services agreement be \$33,000.00.

The cost of this agreement was included in the 2021/2022 Adopted Budget.

ATTACHMENTS

1. Proposal
 2. Peckham & McKenney Final Contract
 3. Resolution
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



Executive Search Services

City Manager City of Seaside

September 2021

"All about fit"



September 7, 2021

Mayor Oglesby
Members of the City Council
c/o Ms. Samantha Sakhrani, Human Resources Analyst
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Honorable Mayor Oglesby and Members of the City Council,

Thank you for the opportunity to express our interest in assisting you and the City of Seaside in the recruitment of your new City Manager. With the complex nature of managing the great City of Seaside, the numerous challenges facing cities, and both resident and business interests in City affairs, we understand the significance of a comprehensive search and thorough recruitment process for selecting of your next City Manager. We recognize in Seaside a wide variety of outdoor venues to enjoy nature and recreate, renown local and national restaurants and retail establishments, world class educational institutions, and attention to maintaining the attributes, quality of life and services that make the City an exceptional place to live, work and play. As such, Peckham & McKenney is committed to presenting candidates that "fit" the organization and community, and we would be honored to work with you.

Peckham & McKenney provides a very unique combination of expertise and knowledge that will be essential to finding your next City Manager. With the importance of this search, Maria Hurtado will serve as your Recruiter. Along with Ms. Hurtado's background and experience, our proposal includes more detailed information regarding the firm, the search process and timeline, cost of services, our guarantee, and client references. We look forward to the opportunity to work with you on this important search process. Please feel free to call me toll-free at (866) 912-1919 or Maria Hurtado at (831) 247-7885 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tony".

Anton Dahlerbruch, CEO
Tony@peckhamandmckenney.com

A handwritten signature in dark ink, appearing to read "Maria Hurtado".

Maria Hurtado/Executive Recruiter
Maria@peckhamandmckenney.com

Enclosure:

City of Seaside City Manager Recruitment Proposal

Attachment:

Example Candidate Profile

THE FIRM

Peckham & McKenney - Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. Under the leadership of Anton "Tony" Dahlerbruch, continuing the values and principles of the firm's founders Bobbi Peckham and Phil McKenney, Peckham and McKenney has a strong and well-recognized reputation as a leader of successful local government recruitments. The team of Peckham & McKenney executive recruiters bring numerous decades of experience in local government and executive search to achieving effective placements that align each client's unique needs and interests. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, Peckham & McKenney has conducted more than 650 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, City Managers and Department Heads throughout the West, we have successfully placed hundreds of local government professionals including City and County Managers and Assistants, Police and Fire Chiefs, Department Heads, and mid-level Managers. In addition, Peckham & McKenney has placed hundreds of executives and organizational leaders in the areas of public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, information technology, library services, parks and recreation, and community services.

Peckham & McKenney was established and performs on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, responsiveness, and a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs are the key to providing effective customer service.

Our Reputation -Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity and high ethics, follow-through, and service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us, which you can find on our website at www.PeckhamAndMcKenney.com.

"All about fit" -We recognize that every agency and community we serve is unique, and the candidate you ultimately select must "fit." We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their "fit."

CITY MANAGER RECRUITMENT EXPERIENCE

Peckham & McKenney Recruiters have placed nearly 300 City Managers. We have conducted City Manager recruitments for communities with similarities to Seaside such as the Cities of Camarillo, Hayward, Escondido, Oceanside, Palmdale, Rancho Palos Verdes, Santa Clara, and Sunnyvale. Recently, we have conducted similar searches for the following agencies.

City Manager
City Manager
City Manager
City Manager
City Manager
City Manager
City Manager

City of Auburn, CA
City of Belmont, CA
City of Big Bear, CA
City of Camarillo, CA
City of Galt, CA
City of Rocklin, CA
City of Winters, CA

In addition, Peckham & McKenney has conducted the following City Manager recruitments since 2017.

City of American Canyon, CA (2018)
City of Aspen, CO (2019)
City of Auburn, CA (2020)
City of Azusa, CA (2018)
City of Barstow, CA (2019)
City of Basalt, CO (2017)
City of Belmont, CA (2019)
City of Big Bear Lake, CA (2019)
City of Brentwood, CA (2014 and 2020)
City of Camarillo, CA (2020)
City of Canby, OR (2019)
City of Centennial, CO (2017)
City of Duarte, CA (2020)
City of Escondido, CA (2017)
City of Flagstaff, AZ (2019)
City of Fort Bragg, CA (2018)
City of Galt, CA (2020)
City of Glendora, CA (2018)
City of Gustine, CA (2017)
City of Hood River, OR (2018)
City of McCall, ID (2017)
City of Menlo Park, CA (2019)

City of Mill Creek, WA (2019)
Town of Moraga, CA (2018)
City of Oceanside, CA (2019)
City of Orinda, CA (2017)
City of Pacifica, CA (2017)
City of Port Townsend, WA (2019)
Town of Portola Valley, CA (2017)
City of Rancho Palos Verdes, CA (2020)
City of Rio Rancho, NM (2019)
The Sea Ranch Association, CA (2020)
City of Sierra Madre, CA (2017)
City of Sonoma, CA (2017)
City of South Pasadena, CA (2017)
City of Sunnyvale, CA (2018)
City of Telluride, CO (2018)
City of Truckee, CA (2017)
City of Turlock, CA (2018)
City of Ventura, CA (2018)
City of Walnut Creek, CA (2017)
Town of Windsor, CO (2018)
Town of Winter Park, CO (20

A full list of our experience can be viewed on our website at www.PeckhamAndMcKenney.com under the "Experience"

YOUR RECRUITMENT TEAM

Our Approach

When you retain Peckham & McKenney, you are guaranteed that your Recruiter is fully responsible for the success of the recruitment process. Supported by experienced administrative, research, and marketing specialists, each Peckham & McKenney Recruiter limits the number of active searches to which she/he is committed.

Maria Hurtado, Executive Recruiter

Ms. Hurtado has worked in local government for over 23 years and began her professional career in the non-profit sector. In November 2016, Ms. Hurtado was appointed as the Assistant City Manager for the City of Hayward, CA, where she oversaw the departments of Public Works, Maintenance Services, Utilities, Finance, and Library and Community Services. Prior to this appointment, Ms. Hurtado was the Chief Operating Officer (COO) for the City of Oxnard where she was responsible for IT, Finance, Human Resources, Cultural and Community Services, and the Public Information Office (PIO), including implementation of 121 recommendations resulting from an organizational assessment.

Ms. Hurtado had a long tenure in northern California before leaving to Oxnard. Ms. Hurtado was hired in 2006 as the Director of Parks and Community Services for Tracy, CA and was subsequently appointed and held the Assistant City Manager position from 2007 through 2015. In addition, Ms. Hurtado completed two 6-month Interim City Manager appointments in Tracy, where she was responsible for Council and Community Relations and department operations.

Prior to her work with the City of Tracy, Ms. Hurtado served as Deputy Director of Parks & Neighborhood Services for the City of San Jose, CA, Assistant Director for Parks and Community Services and Assistant Director for Redevelopment and Housing for the City of Watsonville, CA. Ms. Hurtado came from the non-profit sector prior to moving into local government and worked as the Executive Director of an alcohol and counseling agency, which included a women's residential treatment facility, drug and alcohol counseling center, and an anti-gang afterschool youth program.

Ms. Hurtado served as the Vice President on the ICMA Board of Directors for three years, representing the West Coast Region. She is a member of Municipal Management Association of Northern California (MMANC) and the Local Government Hispanic Network. In 2016, Ms. Hurtado served as the ICMA 102nd Conference Planning Committee Co-Chair held in Kansas City. Ms. Hurtado received the MMANC West McClure Outstanding Assistant Award in 2012 and the League of California Cities 2018 Assistant City Manager of the Year award. Ms. Hurtado received her Master's in Social Work from San Jose State University, a Bachelor of Arts degree in Sociology from the University of California in Santa Cruz, and is a graduate of the Harvard Kennedy School Senior Executives in State and Local Government Certificate program in Cambridge, Massachusetts. Maria recently completed recruitments for the City Clerk for the City of Palo Alto, the Finance Director for the City of San Pablo, the Human Resources Manager for Contra

Costa County, and the Public Works Director for the Town of Los Altos Hills. Ms. Hurtado is currently conducting recruitments for the City Manager for the City of Oakley, the Assistant City Manager for the City of Hayward, the Assistant Finance Director for the City of Milpitas, and the Planning Director for the Town of Los Altos Hills.

Anton "Tony" Dahlerbruch, Executive Recruiter

Prior to joining Peckham & McKenney in 2019, Tony Dahlerbruch worked in local government for over 30 years. As a problem solver, Mr. Dahlerbruch worked in most every city department in Beverly Hills, California (ultimately as Deputy City Manager); Scottsdale and Phoenix, Arizona; and Rockville, Maryland, before subsequently serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. With direct and personal experience in the diverse aspects of city services, Tony has knowledge in the many disciplines of city management including finance/budget, human resources, planning, public works, and public safety. During his city management career, he was recognized for his integrity, hard work, responsiveness, focus on service, and ethics.

Mr. Dahlerbruch has additionally served in numerous leadership positions in state and national/international professional organizations. Noting his commitment to professional local government management, Tony has represented the City Managers Department of the League of California Cities as a two term Director on the League's Executive Board, President of City Managers Department of the League of California Cities, numerous League Policy Committees, and a variety of other positions over the years. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association (ICMA) and other various ICMA committees.

Mr. Dahlerbruch holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Kevin Johnson, Research Assistant

Kevin Johnson has been a member of the Peckham & McKenney team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

THE SEARCH PROCESS

A standard search process takes 14 weeks. While we will customize the search and project schedule to fit the specific interests and needs of the City of Seaside, the search process typically includes the following steps:

Project Organization – Prior to beginning the recruitment, necessary documentation (contract, insurance, business license, retainer invoice, etc.) will be processed. We ask that the City identify a single point of contact that will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conference call with the City to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss the parameters of the search, receiving input about the ideal candidate, outreach efforts, the search timeline. In addition, we will schedule future meeting dates. During this phase of the process, we will also discuss and determine the extent of involvement of individuals in the search process.

At this time, the City could also initiate a resident/business survey on its website for hearing the community's interests in the characteristics and qualities of the new City Manager for incorporation into the Candidate Profile.

In this phase of the process, we will also discuss with the Mayor and City Council the finalist interview process and the various components to be considered. Ms. Hurtado will provide recommendations on best practices. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process will impact the search, search timeline, and ultimately the cost of the recruitment process.

Development of Candidate Profile (virtual meeting #1) – This step provides for the development of the Candidate Profile that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening and selection of your next City Manager. The Candidate Profile includes information relating to the City of Seaside; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new City Manager; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate.

Ms. Hurtado will develop this profile following conversations with the Mayor and members of the City Council, as well as individual or group discussions with the City's leadership team and other individuals identified in the initial conference call (see Project Organization above). We will recommend a group meeting with the executive staff team for preparation of the Candidate Profile. This can also include outreach to select labor representatives, appointed commission or committee members, business leaders, and community stakeholders designated by the Mayor and City Council. With COVID-19, we are currently conducting these meetings via Zoom.

Our proposal includes up to 2 days of virtual meetings to develop the Candidate Profile. We will request information relating to compensation and benefits, organization charts, and budget data. In

addition, we will request high-resolution photos to be used in an attractive brochure to market the opportunity.

A draft of the Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner in order to maintain the agreed-upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. This brochure will be distributed to up to 500 identified industry professionals. Copies of the brochure will also be made available to the City.

If the Council desires a community engagement effort during the development of the candidate profile, the City of Seaside could conduct a community survey and/or community forum to receive public input on the attributes to consider in selecting a candidate, as an additional service. The results of this input could be incorporated into the Candidate Profile.

Advertisements of the final candidate profile will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other platforms, will be used as appropriate. Full information on the position will be posted on the Peckham & McKenney website and provided to the City for posting on its website as well.

Recruitment –The main focus of our outreach will be direct phone contact with quality potential candidates. With over 60 combined years of executive search experience, we are personally familiar with potential applicants, have developed an extensive candidate database that is continuously updated, and well connected to seasoned professionals for finding well-qualified referrals. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency. Our recruiting efforts will focus on direct and aggressive recruiting of individuals aligned with the experience, background and knowledge determined during the Candidate Profile Development. Outreach will be also consistent with the conversations and plans / goals for finding the ideal candidate as discussed during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the City of the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will “team” with the Mayor and City Council to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating “surprises” once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the City on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

During the recruitment period, the City could request that a community forum be conducted to elicit additional community input for the Mayor and City Council to use when developing the final interview questions and/or selecting candidates, as an additional service. This community input would be utilized during the Recommendation of Candidates/Selection of Finalists and/or to evaluate candidates in the interview process during the Final Interview Process.

Preliminary Interviews – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear to align with the Candidate Profile. The supplemental questionnaire is intended, in part, to ascertain the applicant's familiarity with the City and writing ability; applicants will be asked to address a few questions pertaining to the position that are based on information learned during Candidate Profile Development.

Based on a thorough review of the supplemental questionnaires, Ms. Hurtado will conduct preliminary interviews with the individuals that most closely align with the Candidate Profile. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (virtual meeting #2) – A report will be provided to the Mayor and City Council prior to our meeting to discuss our recommendation of leading candidates for further consideration. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of approximately 4 to 8 recommended candidates. We may include a first and second tier of candidates within our recommendation.

Ms. Hurtado will meet with the Mayor and City Council in a 1-to-2-hour meeting and will provide an overview of each recommended candidate for the Mayor and City Council to determine who to interview. In turn, once a group of finalists has been selected by the Mayor and City Council, we will revisit early decisions during Project Organization relating to the finalist interview process.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the City. We will prepare an interview schedule and confirm with our point of contact all necessary details.

If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the Mayor and City Council at our meeting to recommend candidates.

Finalist Interview Process (on-site or virtual meeting #3)

(Finalist Interview Process) -- Ms. Hurtado will provide facilitation during the finalist interview process. An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. Again, a standard finalist interview process of the leading four to eight candidates is typically conducted within one day.

If the Mayor and City Council desire that candidates participate in a Leadership Assessment at this time (or any other time during the recruitment process), Peckham & McKenney has knowledge of a variety of third-party resources (consultants) for administering an assessment process, as an additional service.

(Second Round – if necessary) – Ms. Hurtado will provide any necessary facilitation during this second round of interviews with the leading two to three finalists. Typically, these interviews provide more in-depth, informal conversations that will ultimately lead to the selection of a finalist candidate.

Qualification – Once the finalist candidate has been selected and a conditional offer has been made by the City of Seaside, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Ms. Hurtado will also personally contact professional references, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City of Seaside.

Peckham & McKenney's qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the client's responsibility.

SEARCH SCHEDULE

This sample schedule anticipates a 14 week process. It can/will be tailored to achieve the interests of the Mayor and City Council. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. As such, we ask that our clients work with us to identify future meeting dates that will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available thereby leading to a successful result.

ACTIVITY	TIME FRAME
I. Project Organization • Conference call/meeting to discuss the recruitment process • Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile • <u>Virtual meeting #1</u> with the City to discuss Candidate Profile • Optional: community engagement activity(ies) • Develop Candidate Profile/Marketing Brochure and obtain approval • Develop advertising and recruiting plan	Two Weeks
III. Recruitment • Advertise, network, and electronically post in appropriate venues • Distribute candidate profile to industry professionals • Post opportunity on Peckham & McKenney website • Focused outreach to individuals aligned with the Candidate Profile • Respond to all inquiries and acknowledge all resumes received within 48 hours • Optional: community engagement activity(ies)	Six Weeks
IV. Preliminary Interviews • Screen resumes and conduct Internet research • Identify leading candidates and request supplemental questionnaires • Review supplemental questionnaires • Conduct preliminary interviews with leading candidates	Two Weeks
V. Recommendation of Candidates/Selection of Finalists • Provide written recommendation of candidates to the Mayor and City Council • <u>Virtual meeting #2</u> to provide overview of recommended candidates • Mayor and City Council selects finalist candidates for finalist interview process • Peckham & McKenney notifies all candidates of status in recruitment process	One Week
VI. Finalist Interview Process • <u>On-site or virtual meeting #3</u> to facilitate finalist interviews with the Mayor and City Council • Assist City throughout process and provide recommendations • Mayor and City Council selects candidate or leading 2-3 candidates for further consideration • Mayor and City Council conducts second interview process, if necessary. • Optional: Leadership Assessment	Two Weeks
VII. Qualification • Conduct thorough background and reference checks on leading candidate • Provide negotiation assistance • Exceed expectations and successfully place candidate who "fits."	One Week

COST OF SERVICES

Cost of Services

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. Over years of experience, we have found that an all-inclusive fee is simpler, cost-effective, and efficient. Our fee to conduct the search process for your next City Manager is \$27,000. As our aim is for our fee to be competitive, please don't hesitate to call to discuss this further. Our all-inclusive fee includes professional fees and expenses (out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying / postage / materials, telephone / technology, partial background checks on recommended candidates, and full background check on selected finalist only).

The fee quoted above is for a full recruitment process as described in The Search Process, including 3 to 5 days of on-site or virtual meetings. The first meeting is 1 to 2 days to develop the Candidate Profile; the second meeting is to provide a recommendation of candidates; and the third meeting is 1 to 2 days to facilitate finalist interviews.

Additional Service Costs

The following "menu" details fees for additional requested services. Some fees may be negotiated.

Facilitation of Community Forum	\$1,500
Community Survey & Analysis of Results	\$1,500
Salary Survey	\$1,500
Additional meeting day (up to 5 days are included)	\$500 - \$1,000/each + travel expenses
Each additional full background check	\$300/each
Leadership Assessment	To be determined

*If the City of Seaside hires an additional candidate from among those recommended for another position within one year of the close of the recruitment, a fee of \$5,000 will be charged to the City.

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for consultant travel and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received.

The second third of the full payment will be invoiced one month from contract execution, and it is due within 30 days following the invoice date.

The final third of the full payment will be invoiced two months from contract execution, and it is due within 30 days following the invoice date.

If the City of Seaside requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

City Management Advisors doing business as Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.

Necessary insurance documentation will be provided to the City of Seaside in a timely manner.

GUARANTEE AND ETHICS

Placement Guarantee

Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our firm (external candidates only) leaves your employment *for any reason within the first year from the date of appointment* (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at no additional charge, except expenses.

Reopening the Recruitment

Throughout the recruitment process, all of our efforts are intended to achieve a successful placement of a candidate. It is extremely rare that our recruitment process fails to produce a preferred candidate in the first instance. However, if the search process does not produce a successful placement, and both the City of Seaside and Peckham & McKenney each recognize and accept appropriate responsibility for the outcome and for moving forward, we will conduct a second recruitment for the cost of expenses only (approximately \$7,500).

As Albert Einstein said, the definition of insanity is "doing the same thing over and over again and expecting different results." Prior to reopening the recruitment again, we will thoroughly review with the City what adjustments in approach, compensation, or other variables may be necessary to ensure a successful outcome.

Ethics

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our clients in a positive manner; during the recruitment engagement as well as years after.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

City of Palo Alto, CA – City Clerk *(Recruiter: Maria Hurtado & Bobbi Peckham)*

Irene Barragan Silipin, Recruitment Manager

Irene.silipin@cityofpaloalto.org

(650) 329-2235

Contra Costa County - Human Resources Manager *(Recruiter: Maria Hurtado)*

Tina Pruett, HR Manager

tina.pruett@hrd.cccounty.us

(925) 655-2179, or

Ann Elliott, HR Director

ann.elliott@hrd.cccounty.us

(925) 655-2147

City of San Pablo, CA – Finance Director *(Recruiter: Maria Hurtado)*

Alicia Southern, HR Manager

alicias@sanpabloca.gov

(510) 215-3002, or

Charles Ching, Assistant City Manager

charlesc@sanpabloca.gov

(707) 386-8067

City of Camarillo, CA – City Manager *(Recruiter: Tony Dahlerbruch)*

Mayor Tony Trembley and / or Members of the City Council

atrembley1956@gmail.com

(805) 701-9768;

City of Indio, CA – Human Resources Director *(Recruiter: Tony Dahlerbruch)*

Scott Trujillo, Deputy City Manager

strujillo@indio.org

(760) 391-4014

City of Moorpark, CA – Assistant City Manager *(Recruiter: Tony Dahlerbruch)*

Troy Brown, City Manager

tbrown@moorparkca.gov

(805) 517-6212

DIVERSITY STATEMENT

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency. In the last 5 years, 53% of Peckham & McKenney placements are women and people of color.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government. Through leadership positions in organizations, as a speaker at conferences, and in professional roles in city management, other members of our recruitment team additionally have a history of promoting diversity in local government positions. With our diverse team of Recruiters, Peckham & McKenney goes to great lengths to support, promote and advocate for diversity in the recruitment and hiring processes.

In addition to all other outreach methods, our firm utilizes the Local Government Hispanic Network (LGHN), National Forum of Black Public Administrators (NFBPA), and Women Leading Government (WLG) to advertise searches, as well as the National Diversity Network, which ensures placement of your opportunity with the following online venues.

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

**Request for Statements of Qualifications
City Manager Recruitment
City of Seaside, California
Page 5 of 14**

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 are to be submitted, in hard copy (7 copies) via mail or personal delivery to:

Ms. Samantha Sakhrani, Human Resources Analyst
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6713

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, or salcaraz@ci.seaside.ca.us. 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:



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Executive Search Services**

This agreement is made by and between the City of Seaside (City), and Peckham & McKenney (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide executive search services for the position of City Manager and additional services as requested including facilitation of community forums, a community survey and analysis of the results, a salary survey, and additional background checks. It is recommended the not to exceed cost of the professional services agreement be \$33,000.
- B. Relationship: The Consultant is an independent contractor and is not an agent or employee of the City.
- C. Compensation: The City shall pay consultant professional fees for the executive recruit services not to exceed amount of \$27,000 (twenty-seven thousand dollars) and at the City Council's request consultant may provide additional services as outline in the proposal for a not to exceed cost of \$6,000 (six thousand dollars) for a total not to exceed cost of \$33,000 (thirty-three thousand dollars).
- D. Expense Reimbursement: If authorized, City will reimburse for project expenses on a pass-through basis upon submission of invoices.
- E. Method of Payment: The City shall pay within 30 days in accordance with Cost of Services, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on _____ and terminate 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: 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,

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).

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.

K. Project Management. The City's Human Resources Analyst 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.

L. 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.

M. 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.

N. 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.

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.

- I. **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.
- J. **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).

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.

K. Project Management. The City's Human Resources Analyst 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.

L. 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.

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- 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.

O. 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 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: 10/4/2021



Consultant: _____

By: Anton Dahlerbruch

Title: Managing Member

Address: 300 Harding Blvd, Suite 203 D

Roseville, CA 95678

Dated: _____, 2021

City of Seaside:

By: Roberta Greathouse

Title: Acting City Manager

Attachments: Proposal

POLICY NUMBER: 72SBMBC5772

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 09-30-2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

City of Seaside

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301		CONTACT NAME: Milana Medvedeva PHONE (A/C, No, Ext): (818) 223-8383 FAX (A/C, No): (818) 223-8181 E-MAIL ADDRESS: milanam@bbpremierins.com	
INSURED Peckham & McKenney 300 Harding Boulevard, Suite 203D Roseville CA 95678		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Employers Insurance Group INSURER C: Westchester Surplus Lines Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 38288	

COVERAGES**CERTIFICATE NUMBER:** CL2151929016**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		72SBMBC5772	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired and Non-Owned \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		72SBMBC5772	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	EIG4769229	05/15/2021	05/15/2022
C	Professional Liability		WCA4478510	05/15/2021	05/15/2022	Retention 1,000 Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured as per policy terms, limits, conditions, coverages and exclusions as their interests may appear in the operation of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Seaside
440 Harcourt Ave

Seaside

CA 93955

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RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH PECKHAM AND MCKENNEY FOR EXECUTIVE SEARCH
SERVICES FOR AN AMOUNT NOT TO EXCEED \$33,000**

WHEREAS, City Manager Craig Malin resigned effective September 3, 2021; and

WHEREAS, use of a professional executive recruiter is a common and preferred method of conducting a recruitment for the position of City Manager; and

WHEREAS, the City's Human Resources / Risk Management Department issued a Request for Statements of Qualifications; and

WHEREAS, Koff & Associates, Peckham & McKenney, Bob Murray & Associates, and Avery & Associates responded to a Request for Statements of Qualifications released by the Department; and

WHEREAS, Peckham & McKenney was selected based on their extensive experience, detailed approach to the recruitment process, success, and availability; and

WHEREAS, staff budgeted for the additional recruitment expenses in the FY 2021/2022 Human Resources Department budget account 100-0-2031-2064; and

WHEREAS, the not to exceed value of the contract is \$33,000, which exceeds the City Managers' purchasing authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to sign a contract with Peckham & McKenney for

executive recruitment services and the value of the agreement does not exceed \$33,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October, 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.P.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: October 7, 2021

**SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE
WITH AB361 AND GOVERNMENT CODE SECTION 54953(E)
AUTHORIZING REMOTE TELECONFERENCE MEETINGS**

RECOMMENDATION

Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

BACKGROUND

At the City Council meeting of September 16, 2021, the Council considered and authorized continuing hybrid meetings providing for a combination of teleconference and in-person meetings to conduct the business of the City. As the City Council is aware, on March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the threat posed by the COVID-19 pandemic. The City Manager shortly followed suit on March 13, 2020, by issuing a local proclamation of a local state of emergency which was ratified by the City Council at its regular meeting. The Governor issued Executive Orders N-25-20 and N-29-20 shortly thereafter, which suspended certain provisions of the Brown Act, to hold meetings entirely electronically without a physical meeting location.

Executive Order N-08-21 was issued on June 11, 2021 and it established an expiration date of September 30, 2021 for the suspended Brown Act provisions.

As a part of the re-open California in July 2021, the City Council made a determination that all persons attending in person be masked and recommend taking all safety precautions including social distancing along with ongoing public participation by remote teleconferencing (Zoom). These types of meetings are referred to as "hybrid"

meetings due to the enhanced council member and public participation both in person and/or by remote teleconference (i.e. Zoom). On September 16, 2021, the Council authorized a continuation of the hybrid meetings, primarily because of the transmissibility of the new variants of SARS-CoV,-2, including the Delta variant, the lack of vaccine for children under 12 and the increased incidences of break through infections. The Council determined to continue with the option to participate remotely by teleconference (Zoom) to be in the health, safety and welfare of its citizenry during the continuing COVID-19 crisis.

Also, on September 16, 2021, Governor Newsom signed AB361 which adds Government Code section 54953(e) to the Brown Act and provides for remote teleconferencing subject to the existence of certain conditions. Government Code section 54953(e) provides that when there is a proclaimed State of Emergency declared by the Governor, a local body may make a determination to authorize a meeting remotely via teleconference as a result of the emergency, within the first 30 days after the first meeting. To do so, a resolution would need to be adopted in which the legislative body finds that a meeting in person would present imminent risks to the health or safety of attendees, or that state or local officials have imposed or recommended measures to promote social distancing. Such a resolution is presented to the Council for its consideration.

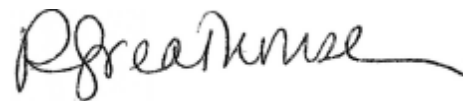
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

ATTACHMENTS

1. Resolution AB 361 Findings

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MAKING FINDINGS FOR THE CONTINUATION OF REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic; and

WHEREAS, on or about March 13, 2020, the former City Manager, in his capacity as the Director of Emergency Services pursuant to Chapter 2.40 of the Seaside Municipal Code, proclaimed the existence of a local emergency as a result of the Coronavirus pandemic. The City Council ratified the proclamation at its next regular meeting; and

WHEREAS, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the emergency provisions suspending the Brown Act provisions would expire on September 30, 2021; and

WHEREAS, on or about July 2021, City Council as a part of the re-opening of California, began to hold in-person City Council meetings, allowing the public to attend in person fully masked and with social distancing in place, and also provided for electronic participation in the meetings via Zoom; and

WHEREAS, there have been continued transmission of the COVID-19 cases and most hospitalizations in Monterey County primarily due to the Delta variant of the SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others; and

WHEREAS, on September 16, 2021, the City Council considered and approved the continuation of hybrid teleconference/zoom meetings for the conduct of the City's business in order to minimize the health and safety risks associated with the Delta variant of the SARS-COV2 virus and the lack of a vaccine for children under 12; and

WHEREAS, on or about September 16, 2021, Governor Newsom signed AB361 into law which creates a new section of the Brown Act, Government Code section 54953(e), which authorizes the continuation of remote teleconference meetings without complying with provisions of noticing requirements of 54953(b) and physical location, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct

remote electronic/teleconference meetings without compliance with Government Code section 54953 (b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, along with the lack of vaccine for children under the age of 12 and the increased transmissibility of the Delta and other variants of the SARS-CoV-2a virus require the continuation of remote teleconference participation in the conduct of the City's business.
3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, continuing to conduct open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the ____ day of ____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Beth Rocha, Senior Planner

DATE: October 7, 2021

SUBJECT: **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING SEASIDE MUNICIPAL CODE SECTION 10.32.050, ADDING CHAPTER 12.52 TO ESTABLISH REGULATIONS FOR SIDEWALK VENDING, AND ADDING CHAPTER 10.48 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN THE PUBLIC RIGHT-OF-WAY (SECOND READING-ROLL CALL VOTE).**

RECOMMENDATION

Approve the second reading of an ordinance repealing Seaside Municipal Code section 10.32.050, adding Chapter 12.52 to establish hours of operation for sidewalk vending, and adding Chapter 10.48 to establish regulations for mobile food vending in the public right-of-way; and by Resolution, waive vendor fees until reevaluated for Fiscal Year 2022-2023 and set a cap of ten food truck permits.

BACKGROUND

Urgency Ordinance No. 2000

On February 18, 2021, the City Council unanimously adopted an emergency ordinance, which was extended on April 1, 2021, declaring a moratorium on the issuance of mobile food truck use permits or any new food trucks (see Attachment 2).

Active Mobile Food Vehicle Vendor Permits and Costs

Currently, there are three active and approved mobile food vending vehicle permits operating within Seaside¹. These permits are limited to operating in the public right-of-way, in accordance with SMC 10.32.050.

The permits costs are as follows: \$94 per month (including a \$4 state and \$16 administrative fees) or \$920 per year, if paid in full.

¹ Monterey Catering, PT Catering, and El Peregrino

Existing Regulations

Regulations for mobile food vendors operating in the right-of-way are found in SMC section 10.32.050 - *Unlawful Parking by Peddlers and Vendors*. The code requires the issuance of an administrative permit and limits vendors from parking for a period not to exceed ten minutes at any one place in the public right-of-way. The administrative permit requires Livescan Approval by the Police Department (criminal record/background check) and a Peddler's permit.

Senate Bill 946: Safe Sidewalk Vending Act

The purpose of SB 946 was to legalize and decriminalize sidewalk vending across the state. The Safe Sidewalk Vending Act became effective January 1, 2019 and required local agencies to adopt regulations governing sidewalk vending or to amend existing regulations. Under SB 946, a local authority may adopt a program to regulate sidewalk vending but it must comply with SB 946, codified in Government Code section 51036 et seq., and any additional regulation of sidewalk vending must directly relate to an objective health, safety, or welfare concern. Additionally, SB 946 creates two separate categories of sidewalk vending, namely, stationary and roaming sidewalk vending. Persons who engage in stationary sidewalk vending may not operate from any other location than the one designated under the permit, except where otherwise allowed by the local authority. Persons who engage in roaming sidewalk vending may operate anywhere in the local authority's jurisdiction but may only stop to complete a sale.

SB 946 - Key 'Cannots':

- Cities cannot ban roaming vending in parks, but may prohibit stationary vendors from vending if the park has a signed agreement for concessions that exclusively permits sale of food or merchandise by concessionaire(s).
- Cities cannot determine where vendors can operate on sidewalks, unless there is a health, safety, or welfare concern.
- Street vendors are no longer required to ask permission from adjacent businesses to operate.
- Cities may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but cannot prohibit roaming sidewalk vendors.
- Cities cannot restrict the overall number of sidewalk vendor licenses issued unless the restriction directly relates to objective health, safety, or welfare concerns.

SB 946 - What can be regulated:

It is proposed the city regulate the time, place, and manner of sidewalk vending, as the requirements are directly related to objective health, safety, or welfare concerns, in compliance with state law, as follows:

- Limitations on hours of operation (so long as they are not unduly restrictive).

- Requirements to maintain sanitary conditions.
- Requirements necessary to ensure compliance with the federal Americans with Disabilities Act and other disability access standards.
- Requiring the sidewalk vendor to obtain a permit for sidewalk vending and a valid business license.
- Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.
- Requiring additional licenses from other state or local agencies to the extent required by law.
- Prohibiting stationary sidewalk vendors in areas zoned for only residential uses.
- Prohibiting sidewalk vendors within immediate vicinity of a certified farmer's market
- Restrict or prohibit vendors within immediate vicinity of an area designated for a temporary special event permit only during the time of the temporary special event.
- Requiring compliance with other generally applicable laws.
- Requiring a sidewalk vendor to submit certain information on his or her operations.

Council Study Session

On July 1, 2021, staff introduced the topic of Mobile Food Vendors to the City Council. The Council provided guidance to be followed in the drafting of the proposed code amendments, including parking prohibitions in the West Broadway Urban Village, and addressing concerns with unlawful discharge, and noise from generators.

Food Truck Business Sector

Mobile food vehicles, commonly known as food trucks, have become increasingly popular and prevalent as part of the food and beverage industry over the past decade. Food trucks are popular with consumers due to the convenience and novelty of being located in different places at different times (often at festivals or special food truck events), the creativity and liveliness of the food truck movement, the unique types of cuisine served, and the affordability of the food. They are also beneficial for local economic development, since they provide low-cost and low-barrier business opportunities for food entrepreneurs, bring diverse food options, and generate foot traffic and customers who may support other nearby local businesses.

The growing popularity of food trucks across the nation, in large cities and small towns

alike, has created the need for local regulations that address public health and safety issues while encouraging and supporting a thriving food truck industry. While food safety and health standards for food trucks are regulated by the Monterey County Department of Environmental Health, the process of setting standards and requirements for location, signage, and operating standards (e.g. hours of operation, noise, trash management) for food trucks falls within the purview of city government.

ANALYSIS

The approved Urgency Ordinance No. 2000 and associated findings outlined various issues of mobile food vending vehicles from public health, safety and welfare to the hours, truck density, residential impacts, traffic and pedestrian safety in the public right of way and proximity to and concentration of food trucks near brick and mortar restaurants. The City of Seaside, like many other cities in which food trucks have become part of the local economy, needs to update its regulations to address the specific use of food trucks and sidewalk vendors to address the various concerns of the community.

SMC 10.32.050 was originally adopted in 1955 and is narrowly defined, it does not distinguish between permit types, contains a parking time limit that is not conducive to supporting food truck businesses, and does not contain regulations specific to public health, safety, welfare or proximity to brick and mortar businesses. The proposed repeal and new chapter amendments would replace an outdated and limited code section with an extensive set of regulations that would responsibly encourage and integrate the use into the community while respecting existing brick and mortar restaurants. The proposed amendments would address permit requirements and types, operating requirements and standards, prohibitions, and location and siting regulations.

The intent of the proposed amendments is to address the current issues identified in the moratorium and the specific guidance provided by the City Council during the July 1, 2021 Study Session, while also addressing the future landscape of a city with a thriving mobile food vendor economy that has the potential to complement the city's brick and mortar businesses, as has been the case in multiple cities with a community supported food truck scene that contributes to street vitality and neighborhood livability.

Summary of Proposed Code Amendments

SMC 10.32.050 is proposed to be repealed in its entirety; and

SMC 12.52 is a proposed chapter that would regulate Sidewalk Vendors operating from public sidewalks and pedestrian paths. The proposed code contains regulations in conformance with Senate Bill 946, including permit requirements, hours of operation, compliance with the Americans with Disabilities Act, waste and litter reduction, prohibiting stationary vendors from operating in areas zoned exclusively residential and

from operating in parks where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire; and

SMC 10.48 is a new code chapter proposed specifically for Food Trucks operating in the public right-of-way. The proposed code contains the following sections: Purpose, Definitions, Permit Requirements, Exemptions, and Operating Standards.

Proposed Mobile Vending Permits and Hours of Operation

	Food Truck Vendor permit	Sidewalk Vendor permit
Commercial Zones	6:00am-11:00pm 4hrs max.	*Dawn to dusk
Residential Zones	10:00am-7:00pm 10min max. @ request of customer	10:00am-7:00pm Roaming Vendors only
Open Space and Recreation Zones	10:00am-7:00pm 4hrs max.	*Dawn to dusk

*City park hours of operation are dawn to dusk

Sustainable Practices

The following sustainable business practices are required of mobile food vendors: Use of compostable or certified compostable disposable food service ware and litter pick-up around their operations.

Consideration of Temporary Fee Waiver Through Fiscal Year 2021-2022 and Permit Limitation

Currently the fee to operate a peddler's permit in Seaside is as follows: \$95/month or \$920/year (if paid in full), which applies to both food trucks and sidewalk vendors. There is a base fee of \$75 per month, with an admin fee of \$16 and a state fee of \$4.

There is a wide range of vending fees in nearby jurisdictions: Salinas (\$102.75/year), Capitola (\$625/year), and Monterey (\$192/year).

Staff suggests waiving permit fees through FY 2021-2022 by Resolution, as well as setting a limitation on the number of Food Truck Vendor permits to ten, which could attract new businesses in a controlled manner and illustrate the city's goal of supporting entrepreneurship.

It is suggested that the fees be reevaluated for FY 2022-2023 and that two separate fees be created for the Sidewalk Vendor permit and the Food Truck Vendor permit.

Recommended fee for Sidewalk Vendor permit = \$50/year

Recommended fee for Food Truck Vendor permit = \$150/year

General Plan Consistency

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Seaside. These code text amendments are in conformance with the following policies and standards in the City's General Plan:

- Policy LU-1.3: Encourage regional commercial and visitor-serving commercial development that will enhance the identity of Seaside and attract visitors to the community.
- Policy ED-1.2: Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.
- Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

ANALYSIS

The City of Seaside, like many other cities in which food trucks have become part of the local economy, needs to update its regulations to address the specific use of food trucks and sidewalk vendors to address the various concerns of the community.

The proposed repeal and new chapters would replace an outdated and limited code section with an extensive set of regulations that would responsibly encourage and integrate the use into the community while respecting existing brick and mortar restaurants. The proposed amendments would address permit requirements and types, operating requirements and standards, prohibitions, and location and siting regulations.

The intent of the proposed amendments is to address the current issues identified in the moratorium and the specific guidance provided by the City Council during the July 1, 2021 Study Session and September 16, 2021 first reading, while also addressing the future landscape of a city with a thriving mobile food vendor economy that has the potential to complement the city's brick and mortar businesses, as has been the case in multiple cities with a community supported food truck scene that contributes to street vitality and neighborhood livability.

Summary of Proposed Code Amendments

Exhibit A: SMC 10.32.050 is proposed to be repealed in its entirety.

Exhibit B: SMC 12.52 is a proposed chapter that would regulate Sidewalk Vendors operating from public sidewalks and pedestrian paths. The proposed code contains regulations in conformance with Senate Bill 946, including permit requirements, hours of operation, compliance with the Americans with Disabilities Act, waste and litter

reduction, prohibiting stationary vendors from operating in areas zoned exclusively residential and from operating in parks where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

Exhibit C: SMC 10.48 is a new code chapter proposed specifically for Food Trucks operating in the public right-of-way. The proposed code contains the following sections: Purpose, Definitions, Permit Requirements, Exemptions, and Operating Standards.

Special Event Limitations

Should the city have a farmer's market or swap meet in the future, the provisions of SB 946 would allow for the prohibition of sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet without the need of an updated ordinance or resolution. In accordance with Senate Bill 946, Section 51038(d)(1) and (2) the city of Seaside may restrict or prohibit Sidewalk Vendors as follows:

(d)(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

SB 946 allows for the city to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority's temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area. Provision (d)(1) addresses council's concerns about sidewalk vendors walking through special events where other vendors pay to participate and allows the city to prohibit both stationary and roaming sidewalk vendors from such events where vendors are issued special event permits.

(d)(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority's temporary special permit are also provided to any sidewalk vendors specifically

permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

The Parks and Recreation Department currently requires a Vendor Application for food vendors, commercial vendors, and non-profits to participate in city-hosted events. In response to SB 946 requirements, the Vendor Application will now result in the issuance of a Special Event Permit being issued to vendors.

Youth sports organizations such as pony baseball, football (Seaside Raiders), and soccer are eligible to be issued a temporary event permit so their fundraising activities, which take place at city parks, remain uninterrupted by both stationary and sidewalk vendors.

General Plan Consistency

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Seaside. These code text amendments are in conformance with the following policies and standards in the City's General Plan:

- Policy LU-1.3: Encourage regional commercial and visitor-serving commercial development that will enhance the identity of Seaside and attract visitors to the community.
- Policy ED-1.2: Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.
- Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

FISCAL IMPACT

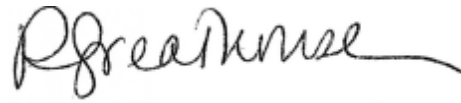
There could be decreased revenue by temporarily waiving the fee, but by adopting the amendments and in effect, eliminating the moratorium, the city could potentially see increased vendors and associated increased sales tax revenue.

ATTACHMENTS

1. Attachment 1: Draft Ordinance
2. Exhibit A: Repeal of 10.32.050

3. Exhibit B: Proposed Chapter 12.52 Sidewalk Vending
 4. Exhibit C: Proposed Chapter 10.48 Mobile Food Vending
 5. Attachment 2: Emergency Ordinance
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

ORDINANCE XX-XX

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING SEASIDE MUNICIPAL CODE SECTION 10.32.050: UNLAWFUL PARKING BY PEDDLERS AND VENDORS, ADDING CHAPTER 12.52 TO ESTABLISH REGULATIONS FOR SIDEWALK VENDING, AND ADDING CHAPTER 10.48 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN THE PUBLIC RIGHT-OF-WAY.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1 PURPOSE AND INTENT

The purpose of this Ordinance is to consider repealing Section 10.32.050: Unlawful Parking by Peddlers and Vendors in its entirety, adding Chapter 12.52: Sidewalk Vending to regulated vendors in compliance with Senate Bill 946: Safe Sidewalk Vending Act, and adding Chapter 10.48: Mobile Food Vending to update the city's regulations for food trucks operating in the public right-of-way. (Proposed text identified by bold text (**Bold**) and text proposed to be deleted identified with a strikethrough (~~Strikethrough~~)):

- A. Exhibit A: Repeal of Section 10.32.050: Unlawful Parking by Peddlers and Vendors; and
- B. Exhibit B: Add Chapter 12.52: Sidewalk Vending to establish use and operating standards consistent with Senate Bill 946: Safe Sidewalk Vending Act; and
- C. Exhibit C: Add Chapter 10.48: Mobile Food Vending to establish use and operating standards for food trucks operating in the public right-of-way.

WHEREAS, the City aspires to create a respectful environment between brick and mortar businesses and mobile vendors so each business model thrives and contributes to the local economy; and

WHEREAS, the City aims to inspire entrepreneurship and inclusiveness by allowing mobile food vendors to bring their goods to the community; and

WHEREAS, mobile vendors increase access to desired goods, such as healthier food options and culturally significant food; and

WHEREAS, mobile vendors activate the right-of-way and contribute to a safe and dynamic public space; and

WHEREAS, mobile vendors bring convenience, economic vitality and pedestrian activity and increased food access to a variety of locations in the city; and

WHEREAS, the City will continue to require environmentally friendly business practices, including the use of re-usable and compostable food service ware; and

WHEREAS, in 2021 the Blue Zones Project-Monterey County has expanded to include the City of Seaside. The City of Seaside is a supporter of the Blue Zones Project's community wellbeing improvement initiatives, including increasing access to healthier food options through mobile food vendors.

SECTION 2. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

SECTION 3. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 4. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 5. At a duly noticed public hearing held on September 16, 2021, the City Council considered both oral comments and written information concerning the proposed repeal and new municipal code chapters 12.52 Sidewalk Vending and 10.48 Mobile Food Vending.

SECTION 6. At a duly noticed Public Hearing on September 16, 2021, the City Council adopts the first reading of this ordinance.

SECTION 7. This Ordinance shall become effective thirty (30) days following the date of its passage.

SECTION 8. The City Clerk shall certify to the adoption of this ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in three (3) public places designated by resolution of the City Council. Immediately upon this ordinance becoming effective, the City Clerk shall forward a certified copy of the same to the California Building Standards Commission.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 16th day of September 2021 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the ____ day of ____ 2021 by the following roll call vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

EXHIBIT A
REPEAL OF SECTION 10.32.050

~~SECTION 10.32.050 UNLAWFUL PARKING BY PEDDLERS AND VENDORS~~

~~Except as otherwise provided in this section and SMC 10.32.060 and 10.32.070, no person shall stand or park any vehicle, wagon, or pushcart from which goods, wares, merchandise, fruits, vegetables, or foodstuffs are sold, displayed, solicited or offered for sale, or bartered or exchanged, or any lunch wagon, or eating car, or vehicle, on any portion of any street within the city, except that such vehicles, wagons, or pushcarts may stand or park only at the request of a bona fide purchaser for a period not to exceed ten minutes at any one place. The provisions of this section shall not apply to persons delivering such articles upon order of or by agreement with a customer from a store or other fixed place of business or distribution. (Ord. 17, 1955; prior code § 9-270(a)).~~

EXHIBIT B

CHAPTER 12.52 SIDEWALK VENDING

Sections:

12.52.010 Purpose

12.52.020 Definitions

12.52.030 Permit Requirements

12.52.040 Operating Standards

12.52.010 Purpose

It is the purpose of this chapter to support entrepreneurship of vending in the public right-of-way, to encourage pedestrian activity, and to require safe and sustainable business operations that protect the community and are aligned with its values.

- A. The City aspires to create a respectful environment between brick and mortar businesses and mobile vendors so each business model thrives and contributes to the local economy.
- B. The City aims to inspire entrepreneurship and inclusiveness by allowing mobile food vendors to bring their goods to the community.
- C. Mobile vendors increase access to desired goods, such as healthier food options and culturally significant food; and
- D. Mobile vendors activate the right-of-way and contribute to a safe and dynamic public space.
- E. Mobile vendors bring convenience, economic vitality and pedestrian activity and increased food access to a variety of locations in the city; and
- F. The City will continue to require environmentally friendly business practices, including the use of re-usable and compostable food service ware.
- G. In 2021 the Blue Zones Project-Monterey County has expanded to include the City of Seaside. The City of Seaside is a supporter of the Blue Zones

Project's community wellbeing improvement initiatives, including increasing access to healthier food options through mobile food vendors.

12.52.020 Definitions

"Mobile Vending Permit" means a type of permit issued to a food truck vendor or a sidewalk vendor.

"Roaming Sidewalk Vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk Vendor" means any person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path are permitted to operate as roaming sidewalk vendors or stationary sidewalk vendors.

"Stationary Sidewalk Vendor" means a sidewalk vendor who vends from a fixed location.

12.52.030 Permit Requirements

- A. Vendors are required to obtain permits in accordance with section 10.48.030 (Mobile Food Vending – Permit Requirements) and shall possess a valid California Department of Tax and Fee Administration seller's permit.

12.52.040 Operating Standards

- A. Operating Requirements.

- 1. Hours of Operation.

- a. Commercial zones: Vendors are permitted to operate from dawn to dusk.
 - b. Residential zones: Roaming vendors are permitted to operate from 10:00am to 7:00pm.

- c. Open Space and Recreation zones: Vendors are permitted to operate in parks from dawn to dusk or in compliance with posted hours.

Exception: The City prohibits stationary vendors from vending in parks where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

2. Vendors shall maintain a clear path of travel on the sidewalk (48" minimum, 36" if restrictions exist caused by the right-of-way, natural barriers, or other existing site conditions cause an unreasonable hardship), pursuant to the Americans with Disabilities Act.

B. Waste and Litter Reduction.

1. Vendors shall comply with Seaside Municipal Code sections 8.60 (Priority Impact Plastic Pollution Prevention), 8.62 (Use of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags By Retail Establishments), including the following:
 - a. All vendors within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler.
 - b. All plastic straws, including PLA/bioplastic are prohibited. Exceptions shall be made to the consumer self-identifying as needing a PLA/bioplastic or plastic straw, whereupon it should be provided to the consumer upon request.
 - c. Vendors shall not provide non-compostable single-use plastic bags, cartons, boxes, or containers at the point of sale to customers.
 - d. Single-use paper bags provided to customers shall contain a minimum of 75% percent post-consumer recycled fiber and must be recyclable or compostable.

- e. Vendors shall pick up, remove and dispose of all garbage, and/or materials dispensed from vending and any residue deposited on the street from the operation thereof prior to leaving a location where customers were served.

C. Additional Prohibitions.

- 1. Vendors shall not operate in an unsafe manner, including but not limited to impeding on- or off-site vehicle circulation and obstructing the view of pedestrians by motorists.
- 2. Vending shall not be permitted directly to persons in vehicles.
- 3. No sales or service of alcohol shall be permitted by mobile food vendors.
- 4. Littering and/or dumping is prohibited.
 - a. Water and wastewater shall not be discharged to the streets or storm drains.
- 5. Vendors shall be prohibited from amplifying music or audio.

D. Violations.

- 1. Violations are punishable only by the following:
 - a. An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
 - b. An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.
 - c. An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

2. *The proceeds of an administrative fine assessed shall be deposited in the City's general fund.*
3. Failure to pay an administrative fine shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial shall not be assessed.
4. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
5. If the person meets the criteria described in California Government Code, Title 8, Chapter 2, Section 68632, subdivision (a) or (b), then city shall accept, in full satisfaction, 20 percent of the administrative fine imposed.

EXHIBIT C

CHAPTER 10.48 MOBILE FOOD VENDING

Sections:

- 10.48.010 Purpose**
- 10.48.020 Definitions**
- 10.48.030 Permit Requirements**
- 10.48.040 Exemptions**
- 10.48.050 Operating Standards**

10.48.010 Purpose.

It is the purpose of this chapter to support entrepreneurship of vending in the public right-of-way, to encourage pedestrian activity, and to require safe and sustainable business operations that protect the community and are aligned with its values.

- A. The City aspires to create a respectful environment between brick and mortar businesses and mobile vendors so each business model thrives and contributes to the local economy.
- B. The City aims to inspire entrepreneurship and inclusiveness by allowing mobile food vendors to bring their goods to the community.
- C. Mobile vendors increase access to desired goods, such as healthier food options and culturally significant food; and
- D. Mobile vendors activate the right-of-way and contribute to a safe and dynamic public space.
- E. Mobile vendors bring convenience, economic vitality and pedestrian activity and increased food access to a variety of locations in the city; and
- F. The City will continue to require environmentally friendly business practices, including the use of re-usable and compostable food service ware.
- G. In 2021 the Blue Zones Project-Monterey County has expanded to include the City of Seaside. The City of Seaside is a supporter of the Blue Zones Project's community wellbeing improvement initiatives, including increasing access to healthier food options through mobile food vendors.

10.48.020 Definitions.

"Compostable" or "Certified Compostable" means a material that meets BPI, Cedar Grove, ASTM, or other standard designated as acceptable by the franchised waste hauler and undergoes degradation by biological processes during composting to yield carbon dioxide (CO₂), water, inorganic compounds, and biomass within a nominal time frame. Compostable disposable food service ware shall be clearly labeled compostable in accordance with the California Public Resources Code Section 42357 et seq. and all State and Federal labeling laws pertaining to the identification of compostable products, as those standards may be amended.

"Food Truck Vendor" means any person who operates mobile food vehicle or truck in the public right-of-way for a period not to exceed four hours.

"Mobile Food Vehicle or Truck" means any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks and conducts business in the City's public right-of-way. A mobile food vehicle or truck shall also include any trailer or wagon equipped and used as described in this definition and pulled by a vehicle.

"Mobile Vending Permit" means a permit issued to a food truck vendor or a sidewalk vendor.

"Sidewalk Vendor" means any person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path are permitted to operate as roaming sidewalk vendors or stationary sidewalk vendors.

"Stationary Sidewalk Vendor" means a sidewalk vendor who vends from a fixed location.

"Roaming Sidewalk Vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

10.48.030 Permit requirements.

A. Application Period and Permit Limitation

1. The city shall adopt by Resolution an application process and a limitation on the number of Food Truck Vendor permits.

B. Licenses and Permits Required.

1. Potential vendors are responsible for obtaining all necessary licenses and permits, including but not limited to a Live Scan clearance from the Seaside Police Department, a City business license, a valid California Department of Tax and Fee Administration seller's permit, and a permit for food service from the Monterey County Department of Health.
2. Beginning March 1, 2022 vendors are required to illustrate compliance with chapter 8.60 and section 10.48.050.C. Waste and Litter Reduction.
 - a. After March 1, 2022, proof of compliance is required prior to permit issuance or renewal.
3. Mobile Vending Permits are issued by the city to specific vendors, are nontransferrable, and shall not be subleased.
 - a. Food Truck Vendor permits are for vendors that do not operate from one location for more than four hours.
 - b. Sidewalk Vendor permits are for vendors, roaming and stationary, operating from public sidewalks or pedestrian paths.
4. The city-approved Mobile Vending Permit shall be in the possession of the vendor at all times when operating in the city and is required be provided to city staff upon request.
5. Food truck vendors and vehicles shall comply with State motor vehicle laws.

10.48.040 Exemptions.

The following are exempt from obtaining a Mobile Vending Permit, but still must operate in compliance with applicable sections of 10.48.050 and may be required to pay associated event fees:

- A. An event authorized by a Special Event permit, Limited Term Permit or other permit or entitlement issued by the City, such as an authorized street fair;

- B. An event at a school facility, assembly use facility, or recreational facility if the vendor is in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way); and
- C. An event at a public park with Special Event approval.

10.48.050 Operating Standards.

The following standards apply to food truck vendors that operate within the public right-of-way and/or public property.

A. Operating Requirements.

1. Hours of Operation.

- a. Commercial zones: Permitted hours of operation are 6:00am to 11:00pm. Vendors are permitted to operate in the right-of-way directly adjacent to commercial zoned properties for a period not to exceed four hours.
 - b. Residential zones: Permitted hours of operation are 10:00am to 7:00pm and are limited to vendors who may only park at the request of a customer to complete a sales transaction for a period not to exceed ten minutes.
 - c. Open Space and Recreation zones: Permitted hours of operation are 10:00am to 7:00pm. Vendors are permitted to operate in the right-of-way directly adjacent to city parks for a period not to exceed four hours.
 - d. Vendors shall be required to relocate a minimum of four city blocks after operating from one location for a duration not to exceed four hours.
2. Vendors shall maintain a clear path of travel on the sidewalk (48" minimum, 36" if restrictions exist caused by the right-of-way, natural barriers, or other existing site conditions cause an unreasonable hardship), pursuant to the Americans with Disabilities Act.
- a. Operations shall be contained in the vehicle or trailer, except the following accessory items: required waste, recycle, and compost receptacles, one accessory condiment table not more than four feet in length.

- b. Accessory items are limited to placement on the sidewalk, and within the boundaries of the truck length, where the required path of travel would not obstructed.
- 3. Trailers shall not be detached or unhitched from the vehicle at any time.
- 4. The combined length of the vehicle and/or trailer shall not exceed 40 feet in length.
- 5. Public and private right-of-ways for mobile food vending shall have full public improvements (curb, gutter, sidewalk, hardscape, etc.).
- 6. Mobile food vendors shall operate in compliance with the California Vehicle Code, Seaside Municipal Code Title 10: Vehicles and Traffic and all posted parking, stopping and standing restrictions.
 - a. Mobile food vendors shall not stop, stand, or park in any designated "No Parking," "Loading Zone," bus zone, or in any time-limited (green curb) parking space.
 - b. Mobile food vendors shall not occupy more than two marked parking spaces.

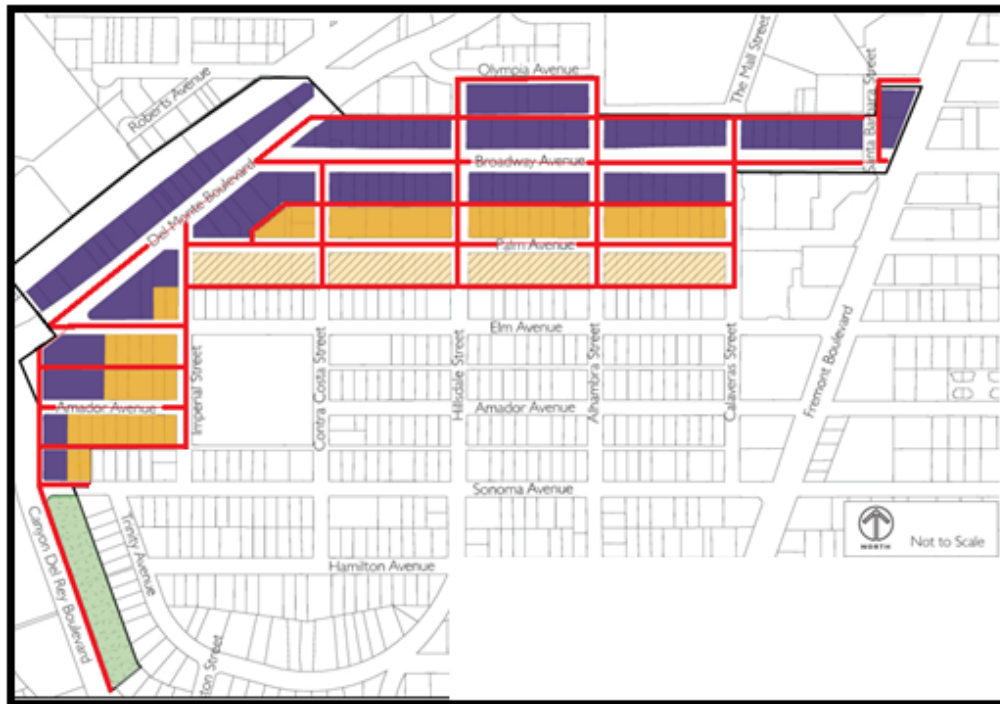
C. Location and Siting.

- 1. Mobile food vendors shall not operate directly adjacent to, or across the street from, the frontage of any building-enclosed food service establishment that sells a similar cuisine type, except when the establishment is closed for business.
- 2. Mobile food vendors shall not operate within four blocks of an event authorized by a Special Event permit, Limited Term Permit or other permit or entitlement issued by the City.
- 3. Mobile food vendors shall not stop, stand, or park within 30 feet of street intersections and alleys or within 15' of driveways.
- 4. Mobile food vendors are prohibited from operating on Broadway Avenue/Obama Way, between Del Monte Blvd. and General Jim Moore Blvd.

5. Mobile food vendors are prohibited from operating in all rights-of-way, including alleys, of the West Broadway Urban Village, as shown in Figure 1:

Figure 1: Prohibited Vendor Locations

Prohibited locations shown with bold line  in rights-of-way



D. Waste and Litter Reduction.

1. Vendors shall comply with Seaside Municipal Code sections 8.60 (Priority Impact Plastic Pollution Prevention), 8.62 (Use of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags By Retail Establishments), including the following:
 - a. All vendors within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler.
 - b. All plastic straws, including PLA/bioplastic are prohibited. Exceptions shall be made to the consumer self-identifying as needing a PLA/bioplastic or

plastic straw, whereupon it should be provided to the consumer upon request.

- c. Vendors shall not provide non-compostable single-use plastic bags, cartons, boxes, or containers at the point of sale to customers.
- d. Single-use paper bags provided to customers shall contain a minimum of 75% percent post-consumer recycled fiber and must be recyclable or compostable.
- e. Vendors shall provide clearly marked garbage, recycling, and compost receptacles for immediate use by customers.
- f. Vendors shall pick up, remove and dispose of all garbage, and/or materials dispensed from vending and any residue deposited on the street from the operation thereof every four hours and/or prior to leaving a location where customers were served, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where vending is occurring.

E. Additional Prohibitions.

- 1. Mobile food vendors shall not operate in an unsafe manner, including but not limited to impeding on- or off-site vehicle circulation and obstructing the view of pedestrians by motorists.
- 2. Vending shall not be permitted directly to persons in other vehicles.
- 3. No sales or service of alcohol shall be permitted by mobile food vendors.
- 4. Mobile food vendors shall not operate in the public right-of-way within one full city block of a public or private school within 30 minutes of the beginning or end of the school day, unless written permission of the school principal has been obtained and provided and verified by the City.
- 5. Littering and/or dumping is prohibited.
 - a. Garbage, recycling, and compost waste shall not be disposed of in City receptacles.

- b. Water and wastewater shall not be discharged to the streets or storm drains.
- 6. Vendors shall be prohibited from amplifying music or audio.
 - a. Vendors operating ice cream trucks are exempt from this requirement and shall operate in compliance with SMC 9.12 (Noise Regulations).

F. Violations.

- 1. Violations of this chapter, reference chapters, and provisions of the license issued by the Monterey County Department of Health is considered a public nuisance and may result in any one or all of the following actions:
 - a. Immediate revocation of any City issued permit or license;
 - b. Repeat violations may result in permanent prohibition from receiving any future City permits or licenses for mobile vending or outdoor dining;
 - c. Administrative citation pursuant to Section 2.56 of the Seaside Municipal Code;
 - d. Fines and penalties;
 - e. Abatement by the City code enforcement;
 - f. Court action, including but not limited to injunction, abatement, and damages upon a showing of a violation of this chapter, including any other remedies or penalties that available.

ORDINANCE NO. 2000

AN URGENCY ORDINANCE OF THE CITY OF SEASIDE

DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. On February 18, 2021, the City Council adopted considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

a. The City currently has multiple itinerant vendors, and in particular, food trucks, barbeque and food trailers and other similar mobile food cooking vehicles; and

b. Food trucks, barbeque and food trailers and other similar mobile food cooking vehicles (collectively "food trucks") encourage the congregation of people in a manner which is inconsistent with current public health guidelines; and

c. The City Council met on February 4, 2021 and directed that a new mobile food truck ordinance be developed; and

d. The community has raised concerns regarding the hours, truck density, residential impacts, traffic and pedestrian safety in the public right of way, proximity to and concentration of food trucks near brick and mortar restaurants which are of immediate concern; and

e. The City has received complaints of mobile food trucks parking in front of brick and mortar businesses; and

f. The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations regarding mobile food trucks. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating issuance of use permits for mobile foods trucks and to allow the public adequate time to address the concerns raised above in order to prevent negative impacts on neighboring residents and the business community. The City Council has the authority to adopt an urgency interim ordinance pursuant to the Seaside Municipal Code and Government Code Section 65858 in order to protect the public health, safety, or welfare for a 45-day period.

g. There is a current and immediate threat to the public health, safety, and welfare presented by the issuance of mobile food truck use permits and precluding any approval of a mobile food truck.

h. There is therefore an urgent necessity for the City to adopt a temporary moratorium on the issuance of mobile vendor use permits and approval of any additional mobile food truck to take effect immediately.

Section 2. Moratorium. The City hereby declares a moratorium on the issuance of mobile food truck use permits or the approval of any additional mobile food truck.

Section 3. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Seaside Municipal Code Section 2.02.380.D and Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858(a).

Section 4. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance and establishment of the interim moratorium hereby, will have a significant effect on the environment, because the moratorium imposes greater limitations on the issuance of use permits for mobile food trucks or the approval of any mobile food truck is in the City than the limitations currently required under the Municipal Code, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

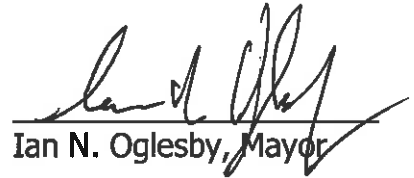
Section 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 6. Urgency Measure. Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption unless extended by the City Council as provided for in the Government Code.

Section 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of February, 2021 by the following vote:

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


Ian N. Oglesby, Mayor

ATTEST:


Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: October 7, 2021

**SUBJECT: CONSIDER A REQUEST TO CLOSE BROADWAY AVENUE FROM
HILLSDALE STREET TO CONTRA COSTA STREET FOR THE
REALITY LLC EVENT "WAR BY THE SHORE 3" ON SATURDAY,
NOVEMBER 20, 2021**

RECOMMENDATION

Consider a request to close Broadway Avenue to through traffic from Hillsdale Street to Contra Costa Street to ensure public safety during the REALITY LLC "War By The Shore 3" event on Saturday, November 20, 2021.

BACKGROUND

REALITY LLC has submitted an application to hold their event "War By The Shore 3" on Broadway Avenue on Saturday, November 20, 2021, from 3:00 p.m. to 10:30 p.m. with the event taking place from 5:00 p.m. to 9:30 p.m. They are requesting the closure of Broadway Avenue from Hillsdale Street to Contra Costa Street. The closure will greatly enhance this event and will allow for greater safety for the participants.

War By The Shore 3 is the third MMA event put on by REALITY LLC, and this year's competition will feature seven to ten Mixed Martial Arts exhibition matches, which will feature competitors from the Monterey Peninsula. This event will be free to the public and will increase community engagement between local business owners and citizens of the Monterey Peninsula, and this will be the first time that an event like this will be held outside in a city's downtown. The "War By the Shore 3" Mixed Martial Arts event is licensed and sanctioned by the California Amateur MMA Office.

Staff has requested multiple forms of documentation to be submitted for this event. The following documents have been submitted so far:

1. Catering Authorization Application from the Health Department for event organizers to have food vendors. Catering Authorization Application from the Health Department for event organizers to have the food vendors.
2. COVID protocols.
3. A detailed site plan with entrances, exits, lighting, restroom placement, vendor spaces ...etc.
4. Letters of support from the local businesses, not just their sponsors.
5. Number of how many security personnel will be at the event.
6. El Jefe vendor/sponsor contact information.

The following documentation was requested and has not been received or was incomplete.

1. A copy of their Portable Potties agreement. (Quotes were submitted. The contract will be submitted if the event location is approved)
2. Proof of insurance coverage of the event. (Email inquiry was submitted. Event insurance will be submitted if the event is approved)
3. The event's Ambulance/Medical Contracts Staging Plan. (The contracts will be submitted if the event location is approved. This is also required by the MMA)
4. The event security assessment. (The contract will be submitted if the event location is approved)
5. A copy of the security agreement and contact information. (The contract will be submitted if the event location is approved)
6. A copy Application/ABC-218 License. (Only contact info was submitted for the Broadway businesses whose license will be used)
7. A copy of MMA requirements, insurance and any other supporting documentation. (Requirements were submitted. Supporting documentation is missing and will be submitted if event location is approved.

In addition to the requested documentation above, other concerns / recommendations in regards to this event include:

1. Require the security company to install and to use metal detectors to screen everyone who enters the event.
2. Submit all requested documentation by 11/1/21.
3. To the Police and Fire Department's satisfaction, ensure an appropriate number of emergency exits. Although there are proposed emergency exits, the process for how the exits would be deployed in the event of an emergency is a concern.
4. The sale of hard liquor, such as tequila, is a concern with this type of event. If alcohol is allowed, staff recommend that it be limited to beer and wine.
5. The sponsors have indicated there could be as many as 1,000 people in attendance. It is recommended the capacity be limited to 1,000 including vendors and event

participants, and the sponsors submit a detailed plan on how they will monitor the number of people allowed inside the venue.

6. The street must be cleaned and ready to be opened no later than 10:30 p.m.

7. The portable restrooms must be removed from the street no later than 10:00 a.m. the following day, and if they remain over night they must be secure and locked.

City staff have the following considerations for the City Council in regards to the request for closure of Broadway Avenue from Hillsdale Street to Contra Costa Street on Saturday November 20, 2021 between the hours of 3:00p.m. to 10:30 p.m. for the War by the Shore 3.

1. Approve the event request as proposed. This is not recommended as staff have public safety concerns related to aspects of the event noted above.

2, Approve the event request with staff recommendations 1-7 above. This is recommended as staff believes it provides for the greatest safety to the public.

3. Approve the request with some combination of the staff's recommendations and other suggestions from the public and Council.

4. Deny the request to close Broadway and direct the requesting party to work with staff to location venue, such as Laguna Grande Park.

5. Deny the request.

Staff has sent letters to notify Broadway businesses and residents about the proposed closure of Broadway from Hillsdale to Contra Costa; and that the road closure is being heard before the City Council on October 7, 2021. If the event is approved, staff will also send out reminder notices of the event, and REALITY LLC will be charged for the postage associated with the mailings.

FISCAL IMPACT

REALITY LLC will be paying for all costs associated with this event. The following are estimated costs that the City would incur in the event. Cost Estimate for staff time and resources for the road closure:

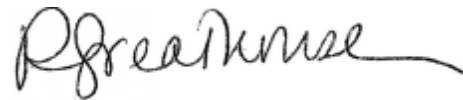
Public Works staff time for closing the road.	<u>\$2,809.38</u>
Mailings of public notice about pending closure & reminder of closure	<u>\$110.00</u>
TOTAL	\$2,919.38

ATTACHMENTS

1. Special Event Application -War By The Shore 3

2. REALITY LLC - War By The Shore 3 - Catering Authorization Application
 3. REALITY LLC - War By The Shore 3 - COVID 19 Protocols
 4. REALITY LLC - War By The Shore 3 - Petition of Support
 5. REALITY LLC - War By The Shore 3 - Portable Potties Quote
 6. REALITY LLC - War By The Shore 3 - Promoters and Matchmakers License Receipt
 7. REALITY LLC - War By The Shore 3 - Site Map
 8. REALITY LLC - War By The Shore 3 Event Portable Toilet Quote - Yahoo Mail
 9. REALITY LLC - War By The Shore 3 Submission
 10. Resolution War By The Shore 3 Event 2021
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: REALITY LLC

Name of Applicant: Brandon Carter

Address: 1043 Broadway Avenue Suite A City: Seaside State: CA

Phone: 7575811776 Email: executive.realityllc@gmail.com

Day of Event Contact Name and Phone: Brandon Carter (757) 581-1776

EVENT INFORMATION:

Event Title: War By The Shore 3

Event Category:

- | | | |
|---|--|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☐ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☐ Other: _____ | |

Event Date and Time: November 20, 2021. 5:00 p.m.

Setup: 3:00 Event Start: 5:00 Event End: 9:30 Clean up: 10:30

Event Location: Broadway Avenue, between Hillsdale St and Contra Costa St

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

War By The Shore 3 will feature 7-10 Mixed Martial Arts exhibition matches. It will be
free to the public and increase community engagement between local business owners
and citizens of Monterey Peninsula. MMA event and licensing is sanctioned by the
California Amateur MMA Office.

Number of Participants: 15-20 (Fighters) Event Benefiting: _____

Federal ID # (if applicable): 85-3003976

☐ 501 C(3) ☐ 501 C(6) ☒ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No



SEASIDE CALIFORNIA

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Is the event open to the public? ☐ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? Social Media, Radio, TV, ads through
posters and flyers in supporting brick and mortar businesses.

Signs posted: Upon confirmation of location.

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|--|---|---|
| ☐ P.A. System | ☐ Generator(s) | ☒ Amplified sound / music |
| ☒ Booths | ☒ Bleachers - <i>chairs</i> | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☒ Barricades |
| ☐ Other: _____ | | |

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☒ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☒ Yes ☐ No

Number of Vendors? ~60 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Will certify vendors upon contract agreement signing. Contract agreements will be complete upon

confirmation that permission is granted to utilize the requested area of

Broadway Avenue for the event.

Describe Merchandise

Clothing, food, educational material, health material, military information,
artwork, candles, jewelry, and more.

Will alcohol be served?

☒ Yes ☐ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☒ Yes ☐ No

Parking arrangements: Street Parking outside of the secured area



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Cage fences will surround the area of operation. Cage will be covered by green tarp.

Guard at each entrance. Guard roving throughout area. Alcohol area guarded.

Security Organization (if required - please attach security contract):

Big Body Protection Agency.

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Police, Fire Department.

Method of trash collection/disposal and provision for additional sanitary facilities:

Trash Cans

Other pertinent information or special requests: Goal is to broaden the spectrum of opportunity for Seaside citizens through resident support, local business involvement, and increased investment in the city. This event will unify and motivate people to continue to proudly raise the spirit and vitality of Seaside.

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Applicant Signature: _____

Date: 09/10/2021



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: 09/10/2021



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 09/14/2021

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____

Event Organizer Permit Application and
List of Event Participants

Please complete the following form and attach all information requested to the Monterey County Health Department *at least 30 days prior to the event.*

I. GENERAL INFORMATION

1. Name of the event: War By The Shore 3
2. Location of event: Broadway Avenue, Seaside, CA
Between Hillsdale and Contra Costa Street
3. Name of Event Organizer: R.E.A.L.I.T.Y. LLC
4. Responsible Contact Person: Brandon Carter
Address: 206 Lerwick Drive Monterey, CA 93940
Phone #: 757-581-1776
Email : Executive.realityllc@gmail.com
5. Starting Date: 11/20/2021 Set up Time: 3:30pm
Ending Date: 11/20/2021 Ending Time: 10:30pm
6. Number of Food Facilities: TBD. Less than 20.
7. Number of toilets (req: 1 per 40 event attendees): 8
8. Number of Handwashing Stations (req: 1 per 15 event attendees): 8-10

II. FACILITIES

- A. What is the source of potable water for the event? Vendors will provide their own water source per our vendor agreement.
- B. How will the liquid waste generated by the food facilities be disposed of?
 - 1). Wastewater: Vendors are responsible for providing their own, law abiding method of disposal as per contract.
 - 2). Grease and Oil Vendors are responsible for providing their own, law abiding method of disposal as per contract.

How will you dispose of garbage and trash from the event? Local receptacles will be utilized. Vendors will use their own receptacles.

III. PROVIDE A LIST OF ALL PERSONS OR GROUPS ENGAGING IN FOOD SALES AND/OR FOOD SAMPLES AT THE EVENT. PLEASE IDENTIFY VENDORS WHO HAVE



MONTEREY COUNTY HEALTH DEPARTMENT

EVENT ORGANIZERS

COMMUNITY EVENT/TEMPORARY FOOD FACILITY INFORMATION

- Guidelines for Event Organizer.
- Event Sponsor Application with fees. (*Please submit to Environmental Health at least 30 business days prior to event date*).
- Vendor list can be updated and submitted up to 10 days prior to the event.

I have received and read the requirements for a special event to be held in Monterey county. I understand, as the special event organizer, I am responsible for all aspects of the event including but not limited to timely and proper submission of fees and all vendor applications with approved vendor list. Cancellation of event may result in a forfeit of fee refund. Any violations relating to the event will result in fees to be billed to the organizer.


Organizer signature

9/24/2021
Date

The following information is available online at www.mtyhd.org:

- Current Event Sponsor and Temporary Food Permit fee schedule.
- General Information for Food and Beverage Personnel.
- Requirements for Temporary Food Facilities.
- Food Booth Construction Standards.
- Handwashing and Utensil Washing Requirement.
- Polystyrene Ordinance Fact Sheet and Vendor List.

FORMS TO BE RETURNED WITH APPLICATION

- ☐ Signature Page
- ☐ Event Sponsor Application with fees
- ☐ List of vendors
- ☐ Vendor Site map



THE AUTHORITY IN AMATEUR MMA

COVID-19 SAFETY PROTOCOLS EFF. 9/20/21: VACCINE OR NEGATIVE TEST REQUIRED - [CLICK HERE FOR DETAILS](#)

HOME FIGHTERS PROMOTERS OFFICIALS EVENTS **NEWS** RULES REGISTER FORMS RANKINGS CHAMPIONS

Home > News > COVID-19 SAFETY REQUIREMENTS

COVID-19 SAFETY REQUIREMENTS

SAFETY REQUIREMENTS IN EFFECT BEGINNING SEPTEMBER 20, 2021

In accordance with the State of California's mandate for indoor events with 1,000+ attendees, CAMO will begin collecting verification of vaccination or negative COVID-19 test results within 72 hours before an event starts for **all CAMO licensees** including CAMO Staff, Promoters, Matchmakers, Officials, Ringside Physicians, Fighters and Seconds/Corners. This will remain in place until further notice.

COVID VACCINE OR NEGATIVE TEST

All CAMO Licensees, are required to show proof of full COVID vaccination or a negative test result from a COVID PCR test (taken within 72 hours of event time) for entry into the venue. "Fully vaccinated" means that your event is at least 14 days after your final vaccine dose.

MASK REQUIREMENT

All CAMO licensees, regardless of vaccination status, are required to wear masks inside the venue at all times. Fighters will be able to remove their mask during their bouts inside the cage. Acceptable masks are surgical, cloth, or (K) N95.

PROOF OF VACCINE OR NEGATIVE TEST

Before entering the venue, each CAMO Licensee will be required to show a driver's license or other photo ID along with proof of full COVID vaccination (with final dose at least 14 days prior to event date) or negative test results (taken within 72 hours of the event time). This proof can be a physical vaccination card or printed test result, a photo on your phone of your vaccination card or test result, or a digital vaccination record. All California residents may request a digital vaccination record at: [MyVaccineRecord.cdph.ca.gov](https://myvaccinerecord.cdph.ca.gov)

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Face-Coverings-QA.aspx>

Last Updated September 1st, 2021

- The risk for COVID-19 exposure and infection will remain in California until we reach community immunity with vaccinations, especially in communities heavily impacted by COVID-19. Continued use of face coverings helps prevent COVID-19 transmission among people with higher risk of infection (those who are unvaccinated or immunocompromised), those with prolonged, cumulative exposures, and individuals whose vaccination status is unknown.

Does anyone need to continue to wear masks outdoors?

In general, people do not need to wear masks when outdoors. However, per [CDC recommendations](#), in areas of [substantial to high transmission](#), people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact with other people who are not fully vaccinated.

Will unvaccinated children and youth be required or recommended to wear a mask during recess outdoors if they cannot maintain physical distancing?

In general, unvaccinated children and youth do not need to wear a mask outdoors, even if they cannot maintain physical distancing. However, per [CDC recommendations](#), in areas of [substantial to high transmission](#), people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact (including high-risk contact sports) with other people who are not fully vaccinated.

- We will comply with all CDC and Monterey Health Department guidelines
- Therefore, the following precautions will be in place:
 - Encourage the use of masks for patrons via visual sign entrance
 - All staff and vendors will follow CDC and Monterey Health Department guidelines

R.E.A.L.I.T.Y. LLC
 1043 Broadway Ave, Suite A
 Seaside, CA, 93955
 executive.realityllc@gmail.com



Petition of Support

R.E.A.L.I.T.Y. LLC is providing the Monterey Peninsula with a free community event titled "War By The Shore 3" on November 20th, 2021. The event will take place on Broadway Avenue between **Hillsdale Street and Contra Costa Street** therefore the street will be blocked off that day. This document serves as a statement of support for the event. Thank you for your community support to improve the vitality and local engagement of Seaside businesses!

Business Name (Print)	Point of Contact (Print)	Point of Contact Phone Number	Signature
Hobby Planet	Mary B	831-220-2224	
THE HEM NUTRITION	FAUEN H	8312330308	
The Oven Pizzeria	David	(831) 899-1762	
Scott's plumbing	SCOTT	831-277-5431	
Cruz Sportsman Club	Michelle	831-233-2444	
Alex Eisner		831-238-5334	
Kimberly Wells	Kimmy	831 236-0621	
Rare Earth	Sahand Sultan Owner	831-521-8751	
DARYL CHAATES	DEJA BLUE	831-920-8914	



QUOTE

Quote Date: 09-24-21

Customer: Reality LLC

Customer Number: ACT-01545669

Quote #: Q-263899

Quote Exp. Date: 10-24-21

Delivery Address: 530 Broadway Ave
SEASIDE, CA 93955

United Site Services of California, Inc.

Summer Bell

Customer Care Rep

M: |O:

summer.bell@unitedsiteservicesinc.com

Sell To: Arzan Patel

Sell To Phone: 408-750-0341

Sell To Email: arzan_p@yahoo.com

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration Delivery 11-19-21 to 11-22-21						
Deluxe Restroom	EA	\$45.00	8	One-Time	\$360.00	Y
Hand Sanitizer Refill	EA	\$10.00	8	One-Time	\$80.00	N
Final Pickup Service	EA	\$338.00	8	One-Time	\$2,704.00	N
Hand Cleaning Bundle Configuration Delivery 11-19-21 to 11-22-21						
2 Station Hand Wash Sink	EA	\$40.00	4	One-Time	\$160.00	Y
Final Pickup Service	EA	\$277.72	4	One-Time	\$1,110.88	N

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$412.00	Y

Subtotal One-Time	\$4,826.88
Tax One-Time	\$86.22
Total One-Time	\$4,913.10
Grand Total	\$4,913.10

Note:

- *All recurring charges have been calculated using the standard USS 28 days billing terms.*
- *The calculated recurring charges have been calculated for the billing period only.*
- *The calculated charges are subject to change at time of order.*
- *All taxes are estimated and could change at time of invoice.*

TO PLACE AN ORDER CALL 1.800.TOILETS

Easy, Safe & Clean  UnitedSiteServices.com  1.800.TOILETS

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. **All invoices are due and payable upon receipt.** Company's rates are for the entire Period, which shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon: easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Company offers a damage waiver program exclusively on single occupancy plastic restroom units. **If Customer accepts and pays for the Damage Waiver** at the time of rental, Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 8 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims, and Customer will pay any and all proceeds from such insurance to Company. If Customer does not accept and pay for the Damage Waiver at the time of rental, Customer is liable for any and all loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear or damage caused by Company, and Customer shall pay Company the actual cost of repair or replacement of the Equipment and, in addition thereto, for Company's loss of use of the Equipment. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable toilets and containers contaminated with Hazardous Materials while in the Customer's possession.** Company is not responsible for damage caused to Equipment or otherwise when Company performs at the Customer's direction including damage to delivery location and truck access path, except to the extent caused by Company's sole negligence.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the Period's commencement. Customer warrants and represents it has exercised due diligence and care in the selection of a Site safe for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from the Site absent Company's written consent. If Customer moves the Equipment from the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions and other approvals ("Permits") applicable to the Equipment; and (2) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

7. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits

or utilities resulting from Customer's failure to comply with Section 12. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Assumption of Risk; Insurance. Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligations under the Agreement. The provisions of this Section 8 are in addition to, and do not limit, qualify or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 7 above. Customer's fulfillment of its insurance obligations do not limit Customer's liability under Section 7 above. The provisions of Section 7 above do not limit or qualify the provisions of this Section 8 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

9. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

10. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

11. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in this invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

12. Fencing. For fence rental and installation, Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

13. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 14. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

14. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer.

15. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices go to <https://www.unitedsiteservices.com/privacy-policy>.

CAMO-MMA



Order #9570

Thank you!

Thank you for joining CAMO. We hope that your journey in amateur MMA is exciting and rewarding. Please remember that CAMO is here for your support along the way and you can contact us anytime. Good luck!

Your order is confirmed

You'll receive an email when your order is ready.

Customer information

Contact information

1realityllc@gmail.com

Payment method

 ending with 2990 - \$575.00

Billing address

Carter
REALITY LLC
1043 Broadway Avenue
A
Seaside CA 93955
United States

	MMA Matchmaker License	\$75.00
	MMA Promoter License	\$500.00
Subtotal		\$575.00
Total		USD \$575.00



ENTRANCE 2

ENTRANCE 1



20

19

18

17

16

15



14

13

12

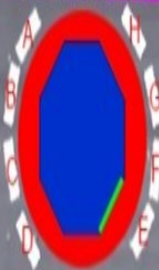
11

10



WEST SECTION

FLOOR SECTION



EAST SECTION



1

2

3

4

5

BAR 2

RED CORNER

1 2 3 4
5 6 7 8
9 10 11 12

BLUE CORNER

BAR 1

6

7

8

9



EXIT 2

FLOOR ENTRANCE

STAGE ENTRANCE

EXIT 1

Deja Blue

Hobby Pie

Mariscos Puerto Nuevo

A	B	C	D	E	F	G
N	M	L	K	J	I	H
O	P	Q	WIP BAR	R	S	T
STAGE SECTION				STAGE SECTION		

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Google Earth

Event Portable Toilet Quote - 93955

From: Annie Hawley (annie@nationwidewasteservice.com)

To: arzan_p@yahoo.com

Cc: info@nationwidewasteservice.com

Date: Friday, September 24, 2021, 02:49 PM PDT

Hello Again!

Thank you for your interest in working with us. Please find the rental details below:

Standard Portable Toilet (each unit) = \$ 299

Double Faucet Wash Station (each unit) = \$ 299

The prices above are all inclusive of taxes and fees if ordered at least 48 hours prior. Weekday delivery and pick up are also included in the above pricing.

To schedule the rental, please fill out the attached authorization form and return to us.

Payment is due in advance and will be pulled from the debit card or credit card prior to delivery. Once submitted, the order is non-refundable.

The customer is responsible for the units once delivered and will be charged if a unit is damaged or lost. We cannot guarantee a specific color of a unit but will do our best to accommodate special requests.

If you have any additional questions you may reply to this email or give us a call at (855) 301-2530.

Annie Hawley

Nationwide Waste Service

Office: (855) 301-2530

www.nationwidewasteservice.com



NWSCCA.pdf

64.9kB

R.E.A.L.I.T.Y. LLC
executive.realityllc@gmail.com



Special Event Committee and City Manager Submission

1. Security. POC: Ben Davis, 831-601-7857. 10 security personnel will be present at the event. Assessment will be completed upon guarantee of event location.

2. Insurance. POC: Mayra Reyes, 831-759-8500. Farmers Insurance.

EVIDENCE OF INSURANCE Inbox x



Mayra Reyes Maravillo <mayra.ccastro@farmersagency.com>
to EXECUTIVE.REALTYLLC ▾

Hello Angelo,

I will be able to provide with Evidence of Insurance for the event.
Please have the company send me all insurance requirements and details to this email please.

Thank you!

Mayra Reyes

Agent

Farmers Insurance

911 N Main St

Salinas, CA 93906-3912

License Number: 0K72212

831-759-8500 (Office)

831-417-4581 (Fax)

mayra.ccastro@farmersagency.com



3. MMA Requirements. POC: Megan, info@camomma.org.

- **Event Fee:** Due 3 weeks before your event date. This is a tentative date pending receipt of your event fee of \$1000.00. Please be advised that, until you submit your event fee, your date is open to be challenged by other promoters: [Click here to pay your Event Fee online](#)
 - **Paid in full.**
- **Insurance Requirements:** If you would like to get your event insurance through CAMO please complete the form provided in the link below. If you are going elsewhere for your coverage please refer to the minimum requirements attached.: [Insurance Application \(PRO-AM\)](#)
 - **Farmers Insurance**
- **ABC Registration:** Your event will need to be registered on the national database using the following link (You do **not** need to list your fighters/bouts on that site – CAMO will submit your event results after your event takes place.): <http://mmareg.com>
 - **Event registration complete.**
- **Ambulance Unit:** Be sure to reserve your ambulance right away for your event date. The ambulance **MUST be an ALS unit** (Advanced Life Support – meaning paramedics can also transport).
 - **American Medical Response contacted, meeting to be scheduled later this week with the event Medical Services representative for ambulance and EMT contracts.**
 - **Medical staff has a dedicated booth directly next to the cage for fast response.**

4. ABC License. POC: Darryl Choates, 831-582-1275. Ryan Sanchez, 831-277-6013.

5. Catering Authorization Application. POC: Jennifer Lamb, Lambj@co.monterey.ca.us.

- Permit Application filled out. List of event participants will be updated as the vendor agreements are signed.
- Application attached.

6. Petition of Support of Broadway Businesses as of 23 September. Attached document.

7. Portable Potties and Fencing quotes. Three quotes. Attached document.

8. COVID Protocols. Attached Document.

9. Detailed Site Plan. Attached document.

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO CONTRA COSTA STREET

WHEREAS, R.E.A.L.I.T.Y. LLC will be holding their War By The Shore 3 Event that is open to the public;

WHEREAS, the closing of Broadway Avenue from Hillsdale Street to Contra Costa Street is necessary between the hours of 3:00 p.m. and 10:30 p.m. on November 20, 2021 to insure the safety of the public;

WHEREAS, the Was By The Shore 3 event is a community event to raise awareness of the positive impact that the young adults within the community have while showcasing the talents that they possess to help untie the community at large;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Hillsdale Street to Contra Costa Street 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 7th day of October 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.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant to the City Manager - Economic Development Director

DATE: October 7, 2021

SUBJECT: **ADOPT A RESOLUTION APPROPRIATING \$150,000.00 FROM SEASIDE'S ENTITLEMENT ALLOCATION FROM THE AMERICAN RESCUE PLAN ACT OF 2021 AND ALLOCATING IT TO THE ECONOMIC DEVELOPMENT DEPARTMENT FOR IMPLEMENTATION OF A SEASIDE ECONOMIC RECOVERY PROGRAM AND ADOPT ADMINISTRATIVE POLICIES AND PROCEDURES FOR A STOREFRONT IMPROVEMENT GRANT TO BENEFIT SMALL BUSINESSES IMPACTED BY COVID-19**

RECOMMENDATION

Adopt Administrative Policies and Procedures for the storefront improvement grant entitled "FLIP Seaside" and appropriate funding from Seaside's allocation of the American Rescue Plan Act of 2021 to implement the program.

EXECUTIVE SUMMARY

The agenda item under consideration provides the Council the opportunity to review and/or adopt a Storefront Improvement Program for Fiscal Year 2022 (FY22). The proposed program would provide a 75% matching grant, up to \$7,500, to help fund minor improvements such as awnings, paint, windows, doors, signs, parklets, murals, and barriers for COVID-19 readiness.

BACKGROUND

During the June 3rd City Council Meeting, city staff received direction from the Council to develop new programs with the remaining available American Rescue Plan Act funding from the first tranche. One of such items included a program to support small businesses and building owners with a grant for improving their storefronts. The goal being to enhance business exteriors in Seaside, which are of significant economic interest, and have experienced dilapidation due to age, economic, and environmental factors. There is also a new need to help prepare businesses for COVID-19 readiness.

The City would set aside a certain amount of money for improvements. Retail property or business owners within Seaside would submit an application to access grant funds in order to effect a private-building façade improvement. If the program is successful, the City Council could consider expanding it to a multi-year program from tranche-two funds.

Further, the City Council has also previously moved to enact other economic development programs including: COVID-19 micro-loans, CDBG grants, adding a budget with the Neighborhood Improvement Commission to market Seaside businesses, initiated research on vacancy control, re-launched a partnership with the Small Business Development Center for local outreach and support in English and Spanish, directed staff to streamline business licensing, as well as adopting a fee schedule that eliminated permit fees for facade improvements for FY22.

C-JOBS has also previously discussed potential program policies. During the July 12, 2021, C-JOBS meeting, staff provided a white paper exploring many facade improvement program concepts in order to generate discussion. Staff also distributed an interest form to local businesses and presented the results to the Commission. During the August 9th C-JOBS meeting, Commissioners provided input on several different aspects of the draft policies and procedures. The Commission also adopted Draft Policies and Procedures during the September meeting, also making a motion to refer the program to the City Council for further review and adoption.

Storefront Improvement Programs in General

Storefront Improvement programs offered by cities provide property and business owners with financial assistance that contributes to mutually beneficial improvements. For property owners and businesses, it provides financial incentives to make improvements to their building's exterior—creating a more inviting exterior that can potentially increase their customer traffic. For local governments, the potential benefits include more appealing commercial districts and increases in municipal revenue.

A façade in architectural terms is the front of the building, especially those facing the front of a sidewalk, street, and other forms of public right-of-way. A façade can also include any side of a building facing a public right-of-way and is finished accordingly to be visually appealing to the public. Staff will use the term facade and storefront interchangeably.

The building façade plays a certain number of roles in the functionality of the building and the economic performance of the business inhabiting such a building. The façade is the first line of defense of the natural environment for a building structure. These environmental factors include sun, heat, rain, dust, dirty air and other environmental components. These elements over a period of time can have a significant impact on the integrity of a building and its façade. A properly built facade protects the fixed asset as a long-term, producing asset. Another role of the façade is visual appeal. A business

with an appealing and inviting storefront will attract customers and experience a benefit through increased foot traffic. Buildings that show signs of deterioration, blight, and corrosion will create an unwelcoming sight for the passerby, decreasing their likelihood of frequenting the business, as well as the surrounding commercial environment. There's an inherent financial interest on the part of a city to help maintain commercial property in order to stabilize and improve the assessed value. Assessed value is the dollar value assigned to a home or other piece of real estate for property tax purposes and, consequently, municipal property tax revenues.

ANALYSIS

Storefront Improvement Needs Assessment

Since the introduction of the preliminary concept of a storefront improvement program during the June 3rd meeting, staff has conducted a number of reviews to best design and rightsize a storefront improvement program to meet the needs of local small businesses. Local real estate data reveals that most local commercial inventory was built in the previous century. While there are some new buildings in the city, the average commercial building age is approximately 52 years for the 389 commercial buildings in town. With the industry-average expected lifespan of storefronts at 30 years, the majority of inventory could be either obsolete structurally or irrelevant aesthetically if untouched since construction. There have been many shifts in the retail industry in terms of store space requirements. Commercial product from 50 years ago may not meet those needs. As of July, the vacancy rate for buildings within the City's arterial and gateway commercial districts stands at a low of +/-1.2%. There may be pressure to renovate existing space to meet new demands.

The pandemic also significantly stalled business development, especially for bars and restaurants. It is only recently in 2021, since the end of the shelter in place, that the restaurant industry has adapted to new protocols to enable re-opening. As of July, national sales at bars and restaurants rose for the fifth month in a row, climbing by 1.7%. Local data will not be available for another few months. With the new variants threatening more stringent controls, local restaurant businesses may need to create new outdoor dining spaces or proximate barriers, which are now critical to maintaining the inertia of re-opened restaurants and foodservice operations. However, because of a dearth of activity previously, restaurants may not have the wherewithal to prioritize building improvements. Further, increases in wages have eroded margins. The National Federation of Independent Businesses reports the main cause of unease currently is the difficulty in finding workers. More businesses reported trouble hiring in July than in June. Fewer businesses reported positive business conditions, plans to hire, and planned raises — portending an outlook that is turning sour. Businesses may need more support than typically considered in a storefront improvement program. Contractors are also facing persistent supply-side constraints, from the high cost of materials such as lumber, steel and appliances, and shortages of labor. Staff is recommending a grant up to \$7,500 to compensate.

Draft Program Policies and Procedures Overview

Using the information gathered in the staff assessment, engagement with businesses, plus feedback from C-JOBS Commissioners, staff has developed Draft Program Policies and Procedures for the Commission's present consideration. The primary aim of the Program is to provide a mutually beneficial service to all economic stakeholders in the City of Seaside. Until the end of the fiscal year on June 30, 2022, the City would provide 3/4 matching grants of up to \$7,500 to property owners and tenants to assist with exterior improvements to the façade, or face, of the building. In other words, a business with an improvement cost of \$10,000, or more, could receive \$7,500.

This program would be most applicable to businesses making minor improvements with a total project cost under \$75,000. These improvements include a new coat of paint, signs, awnings, and other minor detail improvements that can help add value to the exterior of a building and attract new customers. This is further described in the attached program policies and procedures.

The attached program policies and procedures document provides the potential applicant with a comprehensive overview of the program. The document outlines components of the program such as:

- features,
- eligibility,
- application procedures,
- project approvals,
- grant terms,
- awarding of the grant, and
- post award procedures.

Applicants will be evaluated on a first come first serve basis. Applicants must meet general criteria. The City sought feedback on requirements from our economic development partners and local businesses. The preferred criteria include:

- Geared for businesses that are a small, locally-owned, entrepreneurial venture or B-Corp;
- Alignment with the General Plan, Specific Plan, or target tenant mix, which focuses on services such as dining, entertainment, and nightlife activities;
- Supports adaptive reuse to meet new challenges from COVID-19.

Changing windows and doors, and/or remodeling a façade, may trigger a Historical Review and California Environmental Quality Act Review for certain properties. The costs associated with hiring a consultant would be borne by the applicant. Section 1720 of the California Labor Code stipulates that a recipient of a grant would be required to pay a prevailing wage under certain circumstances. Typically, a project is considered a "public work" if the city's interest is above \$15,000. Participants in the program would be responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Upon application, applicants would have to agree to terms that protect the City from risk and harm, as well as protect the program from any bad intentions that do not correspond with the objective of this program. Such protections include an indemnity clause, an operating covenant requiring the applicant to continue operating their business in the location receiving these improvements for a specified period of time, and a maintenance covenant requiring the business to maintain its property in good condition. Below is a summary of the Draft Program Policies and Procedures incorporating the Government Finance Officer's Association framework for economic development program evaluation and monitoring.

Government Finance Officer's Association Framework

1. Goals and Objectives of the Downtown Façade Improvement Pilot Program
 - a. Support local efforts to renew building exteriors to meet new standards to prevent the spread of COVID-19 and continue economic recovery efforts to reopen
 - b. Contribute to the revitalization of blighted corridors
 - c. Expand the tax base
2. Financial Incentive Tools and Limitations
 - a. Up to \$7,500 grants for a 75% match, per business/property, with a fund total of \$150,000, to fund +/-20 facades
 - b. Grants will be available until the end of calendar year 2022 with consideration for a second round of funding in FY23
 - c. Incentives could only be used for storefront improvements and fixed assets such as awnings, signs, proximate barriers, outdoor dining structures, as further described in the program policies and procedures. Applicants' designs would be required to comply with any Seaside zoning codes or standards.
 - d. Grants will be available first come first serve to small business businesses as defined by the small business administration's criteria. Franchises may not qualify.
3. Evaluation Process
 - a. After the first year, and annually thereafter, if the program is renewed, staff will provide a program review with:
 - i. A comparison of the cost of the program against the benefits that the project is producing;
 - ii. An evaluation of the impact on the tax base and revenue for the city and regional districts, like schools; and
 - iii. Customer (applicants) satisfaction survey results.
4. Performance Standards
 - a. Performance standards will include construction milestones to ensure the applicant is utilizing the grant. If permits are not used in a diligent and timely manner, the city will initiate a claw-back where the applicant would have to refund the grant.
 - b. Annual program evaluations will consider several performance measures wherein staff will set goals to meet, such as the amount added to the assessed value of the city due to this program.
 - c. In addition, the City may consider surveying participants on how their

business has improved.

d. Criteria might also include value of private sector investment in each property, increase in absorption rate (decrease in vacancies), sales added to the tax base, and customer satisfaction.

5. Monitoring and Compliance

a. Monitoring for this type of program would require the continued cooperation of the applicant and approximately 200 staff hours.

b. Staff may be inclined to invite the California Association of Local Economic Development, or similar professional organization, for a peer-to-peer process audit to help ensure alignment with current best practices.

The proposal brought forth in this report is the product of a dedicated, mutual commitment among Council, C-JOBS, staff, and economic stakeholders to provide programs that can enhance the economic vitality of the City. The Program is one of a series of new economic incentive programs that has arisen from over a year of planning, meetings, and input from various channels. The City may think about this program as an investment and therefore expect to measure results. At the end of the first year, staff's intent would be to quantify the success of this investment with return-on-investment metrics such as local business revenues and customer traffic. Staff will also reach out to businesses and learn more about the qualitative impact of these funds, the projects that they incentivize, and general feedback from businesses.

ALTERNATIVES

The City Council may adopt the Program Policies and Procedures for FY22 as presented or provide direction to staff to modify the program before implementation.

PUBLIC OUTREACH

Upon approval by City Council, staff will begin implementing a community engagement strategy to create a targeted, informative campaign for businesses and the general public to let them know about the program, its purpose, and what to expect in the application process. Staff will be trained to answer questions from the public about this program, accurately explain the program to applicants, and help advertise the program. Draft media kit items and an application are attached.

FISCAL IMPACT

\$150,000 would be allocated to the Economic Development Department from Seaside's entitlement allocation from the American Rescue Plan Act of 2021

ATTACHMENTS

1. Resolution
2. FLIP Seaside Press Release - ENG
3. FLIP Seaside Application Form
4. Admin Policies and Procedures

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

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

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 September 16, 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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby directs the Finance Director to allocate \$150,000 from American Rescue Plan Act of 2021 Funds to account 100-7410-4208 for Fiscal Year 2021-2022; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October, 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

MEDIA RELEASE

City of Seaside
Recreation Department



CONTACT:

Trevin W. Barber
Assistant to the City
Manager/Economic
Development Director
831-899-6839
tbarber@ci.seaside.ca.us

October 8, 2021

The City of Seaside will aid local businesses by launching new Facade Local Improvement Program for Seaside (FLIP Seaside)

The City of Seaside will continue their strong ongoing efforts to support local businesses impacted by COVID-19 by launching their new Facade Local Improvement Program for Seaside (FLIP Seaside), a matching grant program to help small businesses "flip" their storefronts.

The FLIP Seaside Program will provide a 75% matching grant, up to \$7,500 for projects over \$10,000, to help fund facade improvements such as awnings, paint, windows, doors, signs, murals, barriers for COVID-19 readiness, and other minor improvements. Program participants will have until the end of the fiscal year, on June 30, 2022, to make use of these 75% matching grant funds. Apply now before you start your project @ <https://bit.ly/FLIP-Seaside>

For more information, please contact Mr. Trevin W. Barber, Assistant to the City Manager/Economic Development Director at tbarber@ci.seaside.ca.us.

##

FOR IMMEDIATE RELEASE

Page 1 of 1

CITY OF SEASIDE
986 Hilby Ave.
Seaside, CA 93933

www.ci.seaside.ca.us

  @SeasideRecreation
 @City_of_Seaside

Introduction

The City recognizes that Seaside's small businesses are an important part of our community and provide services and experiences that make our community unique. We are pleased to announce that the City Council has adopted FLIP Seaside, a storefront grant program. The new, limited-time incentive program will help small businesses and commercial property owners by assisting with efforts to refresh their buildings as they prepare for a post-COVID economic recovery. The new incentive programs are now available to businesses in Seaside until June 30, 2022.

Application Procedures

Grant reservations will be offered on a first-come-first-serve basis until funds are depleted, there is \$150,000 available total. Applicants should expect the following order of events:

1. Applicants will apply for a grant reservation before they start their project and/or pull permits. Applications open October 8, 2021, at 8 am
2. Within two to three business days, applicants may receive a "Notice of Grant Reservation," if approved. The Notice will provide additional instructions for how to receive reimbursement after the project is complete.
3. Applicants will then proceed with their project and initiate the improvement(s) within 30 days following the award of the grant and complete the project within 180 days.
4. After the project has been completed, applicants will submit receipts and request a disbursement of funds according to additional instructions provided in the Notice.

We hope to see many businesses apply and we look forward to working with you to improve your business and our City.

Applicant Contact Email *

Applicant First Name *

Applicant Last Name *

Preferred Language

Please Select



Business Name *

Applicant Phone Number *

Type of Business

In a few words, please describe your business or provide a NAICS code.

Business License Number

Optional - Staff will try to look up your license number for you. Applicants must have a current business license with the City of Seaside to receive a grant.

Is this a small business as defined by the Small Business Administration?

The answer varies by industry, but a small business is one that has fewer than 1,500 employees and a maximum of \$38.5 million in average annual receipts. The SBA has a comprehensive table of standards, breaking down the acceptable sizes of small businesses by industry:

https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf

☐ Yes

Company Ownership Type (special designations)

- ☐ Woman Owned
- ☐ Minority Owned
- ☐ Veteran Owned
- ☐ Certified Small Disadvantaged
- ☐ Tribal Owned

☐ No

Business Structure *

- ☐ Unincorporated
- ☐ JV, LP, or LLC
- ☐ C Corp
- ☐ B Corp
- ☐ Non-Profit or other

Is your business a chain or franchise? *

- ☐ Yes
- ☐ No

Number of employees? *

full-time equivalency

Is this a new business, or a business expanding to a second location, that will fill an existing vacant storefront? *

- ☐ Yes
- ☐ No

If not, how long has the business been in operation in Seaside? Please enter "N/A" if not applicable. *

Project Street Address *

Write the address where the proposed improvements will take place

Project Address - City *

Project Address - State *

Project Address - Zip Code *

Please provide a description and scope of work for the proposed improvements with the timeline and budget for each component *

Alternatively, applicants may write "see attached budget worksheet" and upload their own project description and budget

Project description and budget upload (optional)

No file chosen

Please enter the amount that you are requesting in grant funding *

\$1 - \$7,500

Please upload photographs illustrating the existing storefront and property conditions. *

You may upload multiple files

No file chosen

In order to receive funding, the City will require a complete IRS Form W9. Please upload one here *

Blank W9 (english): <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Blank W9 (spanish): <https://www.irs.gov/pub/irs-pdf/fw9sp.pdf>

No file chosen

Applicant must acknowledge and agree to the following:

Indemnity

The recipient shall commit to defend, indemnify and hold the City of Seaside, including its elected officials, officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the grant recipient or its contractors or consultants to comply with applicable laws.

*

☐ Agree

Prevailing Wage Disclosure

Work funded through the FLIP may be considered a "Public Work" and may be subject to the payment of prevailing wages (California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section

16000 et seq). The recipient must ensure that all bids solicited and all contracts for work funded through a grant made by the City comply fully with Prevailing Wage Laws.

*

☐ Agree

Operating Covenant

The recipient shall agree to continue operating in the same location for two-years after having received grant funding, as much as it is feasible, or return funding. *

☐ Agree

Maintenance Covenant

The recipient shall agree to provide for ongoing maintenance of the property and, including, but not limited to, keeping the property free from litter, graffiti, peeling paint, unkempt landscape, and other unsightly features as determined by the City of Seaside. Furniture shall be maintained in a safe and clean condition at all times. The recipient is liable for damage beyond normal and reasonable wear and tear. The recipient is required to ensure that the business is legal and compliant with the requirements of the zone applicable to the property. The recipient is required to maintain a clear pathway on sidewalks and all public permanent pedestrian facilities near their place of business (i.e. do not place furniture or signs on sidewalks). *

☐ Agree

Nondiscrimination Covenant

The recipient shall not discriminate against person or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the site, nor shall the recipient or any person claiming under or through it or them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the site. *

☐ Agree

Certification

I certify that I have received and reviewed the City of Seaside's FLIP Seaside Program Policies and Procedures. I agree to comply with all of the policies and regulations described therein in order to be eligible to receive grant funding through this program. I understand that grant funding is offered on a limited basis and that the submission of this application in no way guarantees that I will receive funding through this program. The Property Owner or Applicant is responsible for paying the contractor in full for all the work provided. The City will reimburse the owner for completed and accepted work for seventy-five percent of the approved scope of work, up to a \$7,500 award for project costs. I ALSO CERTIFY THAT ALL INFORMATION CONTAINED IN THIS APPLICATION IS ACCURATE AND COMPLETE; THE ABOVE NOTED SCOPE OF WORK SHALL BE THE COMPLETE SCOPE OF WORK INCLUDED IN THE PROJECT AND CONSTRUCTED PER THE MOST RECENT CITY STANDARDS AND SPECIFICATIONS.

*

☐ Agree

Privacy and Personal Data

The City of Seaside is committed to protecting and respecting your privacy, and we'll only use your personal information to process your application and to provide the services you request.

From time to time, we would like to contact you about our services, as well as other content that may be of interest to you:

☐ Subscribe to our Economic Development newsletter

In order to provide you the content requested, we need to store and process your personal data. If you consent to us storing your personal data for this purpose, please tick the checkbox below.

☐ I agree to allow City of Seaside to store and process my personal data. *

You can unsubscribe from these communications at any time. For more information on how to unsubscribe, our privacy practices, and how we are committed to protecting and respecting your privacy, please review our Privacy Policy.

protected by reCAPTCHA

Privacy - Terms

Submit

City of Seaside
Seaside Creates
656 Broadway Ave
Seaside, CA 93955

FLIP Seaside Grants
(Façade Local Improvement Program in Seaside)

Administrative Policies and Procedures
Fiscal Year 2020-2021

October 7, 2021

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Program Introduction

Generally, façade improvement programs provide property and business owners with financial assistance to construct mutually beneficial improvements. For property and business owners, the program provides financial incentives to make improvements to their building exterior, which in theory could increase their customer traffic. For local governments, the potential benefits include more appealing commercial districts which may lead to an increase in municipal revenue.

The aim of FLIP Seaside for Fiscal Year 2021-2022 is to provide a mutually beneficial service to all economic stakeholders in the City's commercial corridors. For the term October 1, 2021, to June 30, 2022, the City is offering an incentive to provide 75% matching grants of up to \$7,500 to property owners and tenants within the City to assist with exterior improvements to the façade, or face, of the building. This grant will complement the already adopted elimination of façade permit fees.

The following policies and procedures provide the details about the program, the requirements to apply, and the application process. Please read this document thoroughly and when you are ready, fill and submit an application online. A sample application is attached to the end of this document, along with the required supplemental material.

We hope to see your business apply and we look forward to working with you to improve your property and our City.

Administrative Policies and Procedures for FLIP Seaside for Fiscal Year 2021-2022

Section I: Program Components

Subject to the availability of program funds, commercial property owners and tenants located in the City of Seaside may qualify for funding through the program. There is \$150,000 available for Façade grants.

All funds are offered on a 25/75 matching basis with those contributed by the property owner or tenant for a given project and/or permits, with the City funding 75% of the cost up to \$7,500, and the grantee funding 25%. Should the cost of improvements exceed the maximum grant amount of \$7,500 plus the grantee's share of \$2,500, the grantee shall be responsible for any excess costs. Façade grant funding must be used for façade improvements, including signage; awnings; doors; windows; COVID-19 protection; murals; and paint.

Section II: Eligibility

A. Eligible Properties

Eligible properties are (1) those that are within the City of Seaside and (2) zoned commercial or mix-used with a commercial component.

B. Eligible Applicants

- (1) Commercial Property Owners: Applications may be submitted by the property owner.
- (2) Small businesses as defined by the Small Business Administration
- (3) Lessees: With the written approval of the property owner, an authorized representative of a lessee may apply for funding under FLIP Seaside. Written consent may be either in the form of a lease indicating the lessee's responsibility for façade improvements or documentation of the property owner's agreement to the proposed improvements with a property agent authorization form.
- (4) No member of the governing body, review committee, or any other official, employee, or agent of the City who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (5) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability, sexual orientation or national origin.

C. Ineligible Businesses

The following businesses are ineligible to participate in the program: corporate franchises, liquor stores, adult entertainment enterprises, massage establishments, pawn shops, banks and financial institutions, smoke stores,

and gambling establishments.

D. Eligible Activities

The FLIP Seaside Program is designed to improve and enhance the design and quality of small business facades that are highly visible along the City's streets. To achieve this goal, program grants shall be available for the following activities:

- (1) Grant proceeds may be used for qualifying façade improvements. These include:
 - a. Signage
 - b. Awnings
 - c. Exterior Paint/Murals/utility cabinet wraps
 - d. Windows
 - e. Anti-graffiti film coating on windows
 - f. Front Entrance Doors
 - g. Exterior lighting
 - h. Planter boxes
 - i. Fixed assets to define a dining space / parklets
 - j. Improvements needed for COVID-19 related protections like barriers or delimiters
- (2) Façade grant proceeds may be used to fund or offset the cost of private architecture and design fees, but not any City building, review, or permitting fees which may be required as part of the approved project.
- (3) Activities must be in compliance with the City of Seaside's Municipal Code.
- (4) Work must be in accordance with the City of Seaside Zoning Ordinance, any Specific Plan, and Uniform Building, Plumbing, Electrical and Mechanical Codes as applicable. All required permits must be obtained.

E. Ineligible Activities/Properties

Program grants shall not be available for the following:

- (1) Property acquisition
- (2) Working capital, advertising, training, start-up costs, cash for operating expenses, etc.
- (3) Work in progress or performed prior to project's approval
- (4) Tax-delinquent properties or businesses
- (5) Special-assessment-delinquent properties
- (6) Property subject to litigation
- (7) Property in condemnation or receivership
- (8) Property owned by nonprofit groups
- (9) Exclusively residential buildings
- (10) Property not in compliance with the City's Municipal Code or under order to abate by Code Enforcement, Police, or Fire

Section III: Application Procedures

A. Timeline

The FLIP Seaside Program will launch on October 1, 2021. The program will continue through June 30, 2022 or until funds allotted to the program are depleted; whichever occurs first. This program is for a set period of time and future continuance of the program depends on the evaluation of whether the programs meets the goals, objectives, and criteria set forth and the decision of the City Council.

B. Application Materials

Application materials will be digital only and accessible through the City's website at <https://www.ci.seaside.ca.us/35/Business>.

C. Pre-Application Conference

Prior to submitting an application, the applicant may meet with staff to discuss the program features and terms, necessary permits, eligibility, and other details.

D. Application Submittal

Prospective program participants must submit a complete application. As a limited amount of funding is available, applications are accepted on a first-come first-serve basis.

Applications may be submitted at any time during the effectiveness of the program.

Applications will be reviewed for completeness and to verify that the proposed project meets the minimum requirements for eligibility. If the application is not complete, the applicant will be informed of the deficiencies. All financial information will be kept in a secured place with limited access by authorized personnel only.

The application must include the following information.

- (1) Project Description. A full scope of work for each of the project components.
- (2) Project Budget. A preliminary budget is required at the time of the initial application.
- (3) Site Control. Evidence of property ownership or leasehold interest.
- (4) Existing Conditions. Photographs illustrating current conditions of building(s) and property. Photos of adjoining properties may be included.
- (5) Additional Information. Additional information may be requested after submission of the application.
- (6) Taxpayer Identification. Applicant must submit a completed IRS W9 Form so that the City may issue the reimbursement at the end of the

project.

Note: False or misleading information shall be considered a default of the grant agreement, and may cause the City to seek remedies.

Section IV: Project Approval Procedures

A. Grant Selection Process

Applications will be evaluated by a Grant Committee composed of representatives of the City Manager's Office, Economic Development Department and Community Development Department. Based on input from the Grant Committee, the Economic Development Director will have the authority to execute the grant.

The committee shall meet as needed to review and act on grant applications. If the Committee deems that additional information is required before acting on an application, it may postpone action until all necessary information is available to the committee. The Economic Development Director will lease with applicants and serve as primary point of contact.

The applicant will be notified in writing that the application has been received and any other Economic Development Director determinations.

The Economic Development Director reserves the right to prioritize projects and refuse applicants.

B. Evaluation Criteria

As limited funding is available, if applications are submitted on the same day, grants will be offered on a competitive basis. The following criteria will be used to evaluate rank and select project applications for program grants. Priority will be given to those projects which best meet the following evaluation criteria.

- (1) Small Business Concerns. Is the business a small, locally-owned, entrepreneurial business?
- (2) Strategic Location. Would a façade improvement for this business enhance the shopping center or area in which it is located?
- (3) Tax Base Expansion. Does/will the business contribute, directly or indirectly, to the expansion of the City's tax base and the synergy of the surrounding commercial area?
- (4) Specific Plan. Does the façade improvement align with the any Specific Plan goals?

Section V: Grant Terms

A. Type of Grant

The FLIP Seaside Program is a reimbursement grant.

Grant funding is reimbursable, matching basis with funds contributed by the property owner or tenant. The maximum grant amount for each individual project site is \$7,500.

B. Indemnity

The recipient shall commit to defend, indemnify and hold the City, including its elected officials, officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the grant recipient or its contractors or consultants to comply with applicable laws.

C. Payment of Prevailing Wages

Work funded through the Downtown Improvement Incentive Program may be considered a "Public Work" and may be subject to the payment of prevailing wages (California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq). The recipient must ensure that all bids solicited and all contracts for work funded through a grant made by the City comply fully with Prevailing Wage Laws.

D. Covenants

Within the agreement, the applicant must agree to the following covenants.

- (1) Operating Covenant. The business shall be required to continue operating in the same location for two-years after having received grant funding.
- (2) Maintenance Covenant. Included in the Operating Covenant shall be a Maintenance Agreement which will provide for ongoing maintenance of the property and program improvement, including, but not limited to, keeping the property free from litter, graffiti, peeling paint, unkempt landscape, and other unsightly features as determined by the City of Seaside. Business owners are required to ensure that the business is legal and compliant with the requirements of the zone applicable to the property. Tenants should be aware that property owners will be required to acknowledge the terms of the Maintenance Agreement.
- (3) Nondiscrimination Covenants. The Participant shall not discriminate against person or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant or any person claiming under or through it or them establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

E. Construction Schedule

Recipients shall initiate the improvement project within 30 days following the award of the grant and complete the project within 180 days following the award. The Economic Development Director is authorized to extend these time limits by up to 90 days. Failure to comply with the project schedule will constitute a condition of default.

F. Other Obligations of the Recipient

In addition to the preceding terms and conditions of the grant, all recipients shall acknowledge and comply with the following:

- (1) Grant proceeds shall be used only to pay for the cost of approved improvements and according to the approved budget.
- (2) All improvements must be in accordance with the City of Seaside Zoning Ordinance and all required permits must be obtained.
- (3) The recipient shall be responsible for payment of all costs in excess of the approved budget.
- (4) Recipient shall attend meetings with staff and decision makers as requested during the course of application review and approval.
- (5) All improvements to be done on the project shall be the sole responsibility of the property owner or tenant. The City of Seaside administers the grant program and is not responsible for any work undertaken under the program.
- (6) The recipient must obtain lien releases from the contractor upon progress payment and project completion. Copies shall be provided to the City with each request for reimbursement.
- (7) Photographs of the completed project must be provided to the City upon completion of the project file.

Section VI: Awarding of the Grant

A. Award Schedule and Conditions

If the grant application is approved by the Economic Development Director, a date for awarding the grant will be set by the City. Prior to releasing funds, the following documentation must be in the project file:

- (1) Notice of Award issued by the City.
- (2) Completed IRS W9 Form
- (3) Application.
- (4) Evidence of Permits, Licenses, and any other required registrations.
- (5) Approved project budget.
- (6) Proof of payments to the contractor

Section VII: Post-Award Procedures

A. Grant Servicing

A grant servicing file shall be established and maintained for each grant recipient that includes all written correspondence; a record of important telephone conversations; and a list of applicable grant covenants. The recipient will regularly deliver to the City those materials deemed necessary to monitor compliance with the grant terms and conditions, and advise to City promptly of any changes in terms and coverage.

Grant servicing files will be maintained in a secure place with access limited to authorized personnel. The City's legal counsel shall be consulted in regard to compliance with state and municipal open records laws.

B. Distribution of Grant Proceeds

The recipient is responsible for viewing and approving contractor requests for payment. The recipient is further responsible to make timely payments for approved work. The City will reimburse recipient according to the terms of the grant.

When submitting a request for disbursement of grant proceeds, recipient shall provide evidence of program expenditures consistent with the approved project budget. Documentation shall include bills and invoices of receipts for materials, final bills of sale, canceled checks and lien waivers. All documentation shall be reviewed and approved by City staff prior to disbursement of grant proceeds.

Requests for reimbursement shall be submitted by the tenth day of the month. Requests received after the tenth day of the month shall be processed for payment during the following month. The request for reimbursement shall (1) identify each item of reimbursable project costs by line item category in the project budget separately, (2) aggregate all costs by line item category as set forth in the Project budget, and (3) include a report setting forth the total amount, by line item category from the project budget, of all reimbursable project costs set forth in the then-current request for reimbursement and all prior requests for reimbursement approved by the City, or for which approval is pending.

C. Default

Any default in any term or condition of a Program Grant or a Maintenance Agreement shall be a default entitling the City to issue a Notice of Default to the grant recipient which shall specify the following:

- (a) The specific nature of the default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of notice, by which the default must be cured to avoid action by the City to recover the

grant funds invested in the project.
(d) Any penalties incurred as a result of the default.

In the event the default is not cured by the date specified in the Notice of Default, the City may take action to recover the funds granted to the business through the program, plus any penalties. The City Manager or designee may, in his sole discretion, offer to negotiate a repayment schedule with the grant recipient, pursuant to which monthly grant payments will be calculated to amortize the unforgiven remainder of the original grant amount.

D. Program Report

A separate accounting record for each grant shall be kept to account for all funds granted. The FLIP Seaside Program shall be reviewed following the end of the program on June 30, 2022 and a report will be presented to the City regarding the use of program funds.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: October 7, 2021

**SUBJECT: ADOPT RESOLUTION TO APPROVE THE ARTICLES OF
INCORPORATION AND BYLAWS OF THE SEASIDE HOUSING
COLLABORATIVE**

RECOMMENDATION

Adopt a resolution accepting the Articles of Incorporation and Bylaws to create the Seaside Housing Collaborative, and authorize the City Attorney to take necessary steps to register and organize the nonprofit.

BACKGROUND

At two previous Council Meetings, Council discussed the concept of forming an aligned nonprofit that would focus on providing more affordable housing within the City of Seaside. Council directed the City Attorney to create the Articles of Incorporation and Bylaws and take the steps needed to register and create the nonprofit.

Today, staff is providing for Council consideration the Articles of Incorporation and Bylaws for the Seaside Housing Collaborative. Once approved by Council, the City Attorney will take the steps necessary to register and organize the nonprofit.

The purpose of the Seaside Housing Collaborative will be to provide, develop, promote, fund, and/or assist in the provision of affordable housing for moderate, low and very low income households; households falling into specific demographics or groups where no adequate housing exists; and individuals and families in need of decent, safe and sanitary housing.

The nonprofit may accomplish this work through conceptualizing, planning, entitling, constructing, acquiring, selling or leasing affordable housing including workforce housing, affordable housing and other housing within mixed-use developments. It will

also manage any City-owned housing properties, and engage in activities to increase access to, and development of, affordable housing in the City.

The organization will be governed by a seven (7) member board of directors. The then serving Mayor and City Manager will automatically be board members. The other five (5) Directors will be residents of Seaside elected to the Board by the other Directors. Directors will serve three (3) year terms. The initial Board of Directors will be selected by the incorporator of the nonprofit.

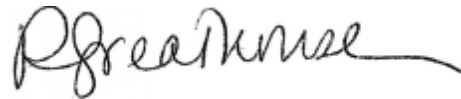
FISCAL IMPACT

No impact on the General Fund.

ATTACHMENTS

1. Resolution_Seaside Housing Collaborative for Council 10-7-2021
 2. Articles of Incorporation-Seaside Housing Collaborative_Rev_10-1-2021
 3. Bylaws of Seaside Housing Collaborative_Rev_10-1-2021
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION TO APPROVE THE ARTICLES OF INCORPORATION AND BYLAWS OF THE SEASIDE HOUSING COLLABORATIVE.

WHEREAS, California needs to produce an estimated 3.5 million housing units, including 1.3 million affordable rental homes, to meet its severe housing shortage; and

WHEREAS, The United States Department of Housing and Urban Development (HUD) defines Cost burdened households as those spending 30% to 50% of their income towards housing costs, and Severely cost burdened households as those spending more than 50% of their income towards housing costs; and

WHEREAS, According to HUD, approximately 20% of Seaside home owners and 29% of Seaside renters are cost burden, and 11% of Seaside home owners and 33% of Seaside renters are severely cost burdened; and

WHEREAS, As of 2020, the median home price in Seaside is \$599,900, and the median rent for a two-bedroom apartment is approximately \$2,200; and

WHEREAS, The City of Seaside's projected housing need for the 6th Cycle Regional Housing Needs Allocation (RHNA) period from June 30, 2023 to December 15, 2031 is in the approximate range of 1,376 to 1,409 units; and

WHEREAS, Council has determined that an effective approach to meeting the affordable housing need for the residents of Seaside is to form an aligned nonprofit that would focus on providing more affordable housing within the City of Seaside; and

WHEREAS, The purpose of the Seaside Housing Collaborative will be to provide, develop, promote, fund, and/or assist in the provision of affordable housing for moderate, low and very low income households; households falling into specific demographics or groups where no adequate housing exists; and individuals and families in need of decent, safe and sanitary housing; and

WHEREAS, The nonprofit may accomplish this work through conceptualizing, planning, entitling, constructing, acquiring, selling or leasing affordable housing including workforce housing, affordable housing and other housing within mixed-use developments. It will also manage any City-owned housing properties, and engage in activities to increase access to, and development of, affordable housing in the City; and

WHEREAS, The organization will be governed by a seven (7) member board of directors. The then serving Mayor and City Manager will automatically be board members. The other five (5) Directors will be residents of Seaside elected to the Board by the other Directors. Directors will serve three (3) year terms. The initial Board of Directors will be selected by the incorporator of the nonprofit; and

WHEREAS, Council directed the City Attorney to create the Articles of Incorporation and Bylaws and take the steps needed to register and create the

nonprofit.

NOW, THEREFORE BE IT RESOLVED, the City of Seaside accepts the Articles of Incorporation and Bylaws to create the Seaside Housing Collaborative, and authorizes the City Attorney to take necessary steps to register and organize the nonprofit.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of October, 2021

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

ARTICLES OF INCORPORATION
OF
SEASIDE HOUSING COLLABORATIVE
A California Nonprofit Public Benefit Corporation

I. NAME

The name of the corporation is Seaside Housing Collaborative (the "Corporation").

II. PURPOSE

(a) This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

(b) The specific charitable and public purposes for which the Corporation is organized are to benefit and support, in accordance with Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), the City of Seaside, California, a municipal corporation (the "City"), and the purposes of the City by: (1) providing, developing, promoting, funding, or assisting in the provision of, affordable housing for low and very low income households, or other households within the City, where no adequate housing exists for such groups and who are in need of decent, safe and sanitary housing; (2) conceptualizing, planning, entitling, constructing, acquiring, selling or leasing affordable housing including workforce housing, affordable housing and other housing within mixed-use developments, within the corporate limits of the City; (3) managing any City-owned housing properties; (4) engaging in activities to increase access to, and increasing development of, affordable housing in the City; (5) combating blight and deterioration within the City, working to eliminate discrimination and prejudice in the City, and assisting in the lessening of neighborhood tensions in the City, caused by the inadequate supply of affordable housing; and (6) lessening the burden of the City by providing and expanding affordable housing in the City.

III. AGENT OF SERVICE AND BUSINESS ADDRESS

(a) The name and address in California of the Corporation's initial agent for service of process is: Sheri L. Damon, City Attorney, 440 Harcourt Avenue, Seaside, CA, 93955.

(b) The Corporation's initial business and mailing address is: 440 Harcourt Avenue, Seaside, CA 93955.

IV. DEDICATION AND DISPOSITION

(a) The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member of this Corporation or to the benefit of any private individual.

(b) Upon the winding up and dissolution of this Corporation, and after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to the City, or a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes, and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future Internal Revenue Law.

V. LIMITATION OF CORPORATE ACTIVITIES

(a) This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue Law; or (ii) by a corporation, contributions to which are deductible under Section 170 of the Internal Revenue Code, or the corresponding provisions of any other United States Internal Revenue Law.

(b) No substantial part of the activities of this Corporation shall consist of lobbying or propaganda, or otherwise -attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code, and this Corporation shall not participate in or interfere in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

VI. DIRECTORS

The number of directors and the manner in which directors shall be chosen and removed from office, their qualifications, powers, duties, term of office, the manner of filling vacancies on the board of directors, and the manner of calling and holding meetings of directors shall be as stated in the bylaws; provided, however, no less than two (2) directors of the Corporation shall, at all times, be the Mayor of the City and the City Manager of the City, or otherwise be appointed by the City.

Adopted this _____ day of _____, 2021.

Karen M. Tiedemann, Incorporator

BYLAWS
OF
SEASIDE HOUSING COLLABORATIVE

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BYLAWS
of
SEASIDE HOUSING COLLABORATIVE
(a California Nonprofit Public Benefit Corporation)

As adopted on _____, 2021

ARTICLE 1. NAME

Section 1.1 Name of Corporation.

The name of the corporation is Seaside Housing Collaborative (the "Corporation").

ARTICLE 2. OFFICES

Section 2.1 Offices.

The principal office of the Corporation shall be located in the City of Seaside, California (the "City"). The Board of Directors of the Corporation (the "Board" or the "Board of Directors") may change the principal office from one location to another location within the City. Any change of this location shall be noted in the records of the Corporation, or this Section may be amended to state the new location.

Section 2.2 Other Offices.

The Board may at any time establish branch offices at any place where the Corporation is qualified to do business.

ARTICLE 3. OBJECTIVES AND PURPOSES

Section 3.1 Objectives and Purposes.

The purposes of the Corporation shall be those set forth in the Articles of Incorporation. The Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the public and charitable purposes described in the articles, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the charitable and public purposes described in the Articles of Incorporation.

ARTICLE 4. DEDICATION AND DISPOSITION OF ASSETS

Section 4.1 Property Dedicated to Charitable Purposes.

The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any Director, officer, or member of this Corporation or to the benefit of any private individual, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes.

Section 4.2 Distribution of Assets Upon Dissolution.

Upon the winding up and dissolution of this Corporation, and after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to the City, or a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes, and which has established and maintained its tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law.

ARTICLE 5. MEMBERSHIP

Section 5.1 Membership.

The Corporation shall have no members.

ARTICLE 6. DIRECTORS

Section 6.1 Powers.

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation law and any other applicable law, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

Without prejudice to the general powers set forth in these Bylaws, but subject to the same limitations, the Directors shall have the power to:

- (a) Appoint, elect, and remove, at the pleasure of the Board, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;
- (b) Change the principal office or the principal business office in California from one location to another; and designate any place within or outside California for holding any meeting;
- (c) Adopt and use a corporate seal, and alter the form of the seal, if any;

(d) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities;

(e) Seek charitable funding, grants, donations, and other sources available to tax-exempt organizations, on behalf of the Corporation in accordance with the Corporation's charitable purpose; and

(f) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage, or lease any real estate and personal property necessary and incident to the provision of housing for low and moderate income persons in accordance with the Corporation's charitable purpose.

Section 6.2 Number of Directors.

The authorized number of directors of the Board (each a "Director", and, collectively, the "Directors") shall be seven (7), each of whom shall be a natural person no less than eighteen (18) years of age. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Section 6.3 Qualifications of Directors.

(a) City Ex Officio Directors. The mayor of the City (the "Mayor"), and the city manager of the City (the "City Manager") shall each automatically serve on the Board as an ex officio Director. Each ex officio Director shall have full voting rights, and have all the rights, duties, and liabilities of any other Director. An ex officio Director's qualification to serve as a Board member shall be conditioned on holding the position of Mayor or City Manager. If an ex officio Director resigns or is removed from his or her position as Mayor or City Manager, then that Director's position on the Board shall immediately cease. The subsequent Mayor or City Manager, as applicable, shall automatically fill the ex officio Board vacancy upon his or her election or appointment as Mayor or City Manager, as applicable.

(b) Residents of the City. The remaining five (5) Directors shall each be a resident of the City, and each such Director's qualification to serve as a Board member shall be conditioned on continuing to reside within the City (as documented by the Director's permanent legal address). If a Director no longer resides in the City, then that Director's position on the Board shall immediately cease.

(c) Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is either:

(1) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person compensated by the Corporation or any Director. However, any violation of the provisions of this subsection (b) of Section 6.3 shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 6.4 Appointment and Term of Office of Directors.

(a) Initial Selection. The initial Directors shall be selected by the incorporator of the Corporation.

(b) Subsequent Selection. Subsequent Directors shall be selected according to the following: (i) Each ex officio Director shall automatically serve on the Board immediately upon election as Mayor or appointment as City Manager, as applicable; and (ii) all other Directors shall be elected to the Board by the other Directors then in office.

(c) Term. All Directors shall serve for a term of three (3) years, or such longer time as permitted by law. A non-ex officio Director may not serve as a Director for more than two (2) consecutive terms. A Director shall be eligible for additional terms after a one-year absence from the Board following the expiration of the second consecutive term. The ex officio Directors are not subject to consecutive term limits.

Section 6.5 Compensation and Reimbursement of Directors.

Directors shall not receive any compensation for services rendered to the Corporation as Directors. Directors may receive reimbursement for reasonable expenses incurred in the performance of their duties, as authorized by resolution of the Board.

Section 6.6 Vacancies.

(a) Events Causing Vacancy. A vacancy on the Board of Directors shall be deemed to exist upon the occurrence of any of the following: (1) the death, resignation, or removal of any Director; (2) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by a court order or convicted of a felony or has been found by final order or judgment of any court to have breached a fiduciary duty under the California Nonprofit Corporation Law; (3) the increase in the authorized number of Directors; or (4) resignation or removal of any Director as the Mayor or City Manager (such vacancy shall be deemed effective upon the date of such resignation or removal as Mayor or City Manager).

(b) Resignations. Except as provided in this paragraph, any Director (other than the ex officio Directors) may resign, which resignation shall be effective on giving written notice to the Chairperson of the Board, or the Secretary, as described in Article 9, unless the notice specifies a later time for the resignation to become effective. If no later time for resignation is specified by the resigning Director, and the resignation is effective upon giving notice, the remaining Directors may immediately elect a replacement Director to fill the vacancy. If the Director's resignation is effective at a later time, the remaining Directors (excluding the resigning Director) may elect a successor to take office as of the effective date of the resignation.

Except upon notice to the Attorney General, no Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs. An ex officio Director may only resign from the Board in conjunction with resignation as Mayor or City Manager.

(c) Removal. If a member of the Board fails to attend three (3) consecutive regular meetings of the Board in a twelve (12) month period, that Director's office may be declared vacant by the Board at the next meeting and that vacancy filled as provided for in subsection (e) of this Section. Directors may also be removed without cause by a vote of the majority of the Board at a regular meeting, or a special meeting held for that purpose. Notwithstanding the foregoing, in no event shall this subsection apply to an ex officio Director and an ex officio Director may not be removed from the Board pursuant to this subsection.

(d) No Removal via Reduction of Number of Directors. No reduction of the authorized number of Directors may have the effect of removing any Director before that Director's term of office expires.

(e) Filling of Vacancies. Vacancies on the Board shall be filled by the Directors then in office; provided, however, the appointment of an individual as the Mayor or City Manager, as applicable, by the City Council of the City shall automatically constitute appointment to the Board.

Section 6.7 Directors' Meetings.

(a) Place of Meetings. Meetings of the Board of Directors may be held at such time and place within the City as is specified in the notice. Notwithstanding the above provisions, a meeting of the Board of Directors may be held at any place consented to in writing by all the Board members, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting.

(b) Meetings by Conference Telephone or Other Telecommunications Equipment. Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission in compliance with Section 12.4 of these Bylaws so long as all of the following apply:

(1) each Director participating in the meeting can communicate with all of the other Directors concurrently, and

(2) each Director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

(c) Annual Meeting. Each calendar year the Board shall designate one of its meetings as the annual meeting at which it shall elect the Directors and officers of the Corporation.

(d) Regular Meetings. Other regular meetings of the Board shall be held monthly upon notice in accordance with these Bylaws and applicable law.

(e) Special Meetings. Special meetings of the Board may be called at any time by a majority of the Board or by the Chairperson. Special meetings shall be noticed in accordance with the requirements of the Ralph M. Brown Act, being Sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act"), and the California Nonprofit Public Benefit Corporation Law.

(f) Notice. Notice of any meeting of the Board of Directors shall be given to all Directors at their residence or usual place of business either by first class mail deposited at least five (5) days in advance of the meeting or by notice delivered personally or by telephone including a voice messaging system, or by other electronic transmission such as e-mail, in compliance with Section 12.4 of these Bylaws, at least forty-eight (48) hours in advance of the meeting. The notice shall state the time of the meeting and the place, if other than the principal office of the Corporation. Notices of all meetings shall also be posted in accordance with the Brown Act.

(g) Quorum. A majority of the Directors then in office (but not fewer than two Directors or one-fifth of the authorized number of Directors, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to: (1) approval of contracts or transactions in which a Director has a direct or indirect material financial interest; (2) approval of certain transactions between corporations having common directorships; (3) creation of and appointments to committees of the Board; and (4) indemnification of Directors. A meeting at which a quorum is initially present, including an adjourned meeting, may continue to transact business notwithstanding the withdrawal of any Director(s), so long as any action taken is approved by at least a majority of the quorum required for that meeting.

(h) Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

(i) Notice of Adjournment. Subject to the Brown Act, notice of the time and place of holding any adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

(j) Ralph M. Brown Act. All regular and special meetings of the Board shall, in all respects, conform to provisions of the Brown Act; provided, however, failure to comply with such requirements, in and of itself, shall not modify or invalidate any corporate action. regular and special meetings of the board shall be called, noticed and held in accordance with the provisions of section 54956 of the Brown Act; provided, however, failure to comply with such requirements, in and of itself, shall not modify or invalidate any corporate action.

Section 6.8 Standard of Care.

(a) General. A Director shall perform the duties of a Director, including duties as a member of any Board committee on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) one or more officers or employees of this Corporation whom the Director believes to be reliable and competent as to the matters presented;

(2) counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(3) a committee upon which the Director does not serve that is composed exclusively of any combination of Directors or persons described in (1) or (2), as to matters within the committee's designated authority, provided that the Director believes such committee merits confidence; so long as in any such case, the Director acts in good faith after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article 10 below, a person who performs the duties of a Director in accordance with this Section shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a Corporation, or assets held by it, are dedicated.

(b) Investments. Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing or acquiring, exchanging, selling, and managing this Corporation's investments, the Board shall adhere to the standards set forth in the preceding paragraph, and shall: (a) consider the charitable purposes of this Corporation; (b) avoid speculation, looking to the permanent disposition of the funds, considering the probable income as well as the probable safety of this Corporation's capital; and (c) consider:

- (1) General economic conditions;
- (2) The possible effect of inflation or deflation;
- (3) The expected tax consequences, if any, of investment decisions or strategies;
- (4) The role that each investment or course of action plays within the overall portfolio;

- (5) The expected total return from income and appreciation of investments;
- (6) This Corporation's other resources;
- (7) The needs of this Corporation to make distributions and to preserve capital; and
- (8) An asset's special relationship or special value, if any, to the charitable purposes of this Corporation.

Board decisions about an individual investment shall be made not in isolation but rather in the context of this Corporation's portfolio of investments as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to this Corporation.

Notwithstanding the above, no investment violates this Section where it conforms to: (a) the intent of the donor as expressed in a gift instrument; or (b) provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to this Corporation.

ARTICLE 7. COMMITTEES

Section 7.1 Committees of Directors.

The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees, each consisting of two or more Directors; to serve at the pleasure of the Board. Any member of any committee may be removed, with or without cause, at any time by the Board. Any committee, to the extent provided in the resolution of the board, shall have all, or a portion, of the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board of Directors or any committee;
- (b) Amend or repeal the Articles of Incorporation or these Bylaws or adopt new bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Designate any other committees of the Board or appoint the members of any committee;
- (e) Approve any transaction: (1) to which the Corporation is a party and one or more Directors has a material financial interest; or (2) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one (1) or more of its Directors has a material financial interest.

Section 7.2 Meeting and Action of Committees.

Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article 6 of these Bylaws, concerning meetings of Directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate and ex-officio members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for any committee not inconsistent with the provisions of these Bylaws.

Section 7.3 Executive Committee.

Pursuant to Section 7.1, the Board may appoint three or more Directors, one of whom shall be the Chairperson of the Board to serve as the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Section 7.1. The minutes of the Executive Committee meetings shall be sent to each Director by the Secretary of the Corporation.

ARTICLE 8. OFFICERS

Section 8.1 Officers.

The Corporation shall have the following officers: Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as the Board may designate by resolution. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve concurrently as the Chairperson. The Chairperson and Vice Chairperson must be Directors.

Section 8.2 Election of Officers.

The officers of the Corporation, except those appointed in accordance with the provisions of Section 8.3, shall be appointed by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of any officer under a contract of employment. The Board shall elect the officers at the annual meetings at which the officers' term expires, or upon the occurrence of a vacancy in any office.

Section 8.3 Subordinate Officers.

The Board of Directors may appoint, and may authorize the Chairperson or another officer to appoint, any other officers that the business or the Corporation may require, each of

whom shall have the title, hold office for the period, have the authority, and perform the duties specified in these Bylaws or determined from time to time by the Board of Directors.

Section 8.4 Removal of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by an officer on whom such power of removal has been conferred by the Board of Directors.

Section 8.5 Resignation of Officers.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice; unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 8.6 Vacancies in Office.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that office, either at the annual meeting or after the occurrence of a vacancy.

Section 8.7 Responsibilities of Officers.

(a) Chairperson of the Board. The Chairperson of the Board shall preside at meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time.

(b) Vice Chairperson. The Vice Chairperson shall possess the powers and discharge the duties of the Chairperson in the latter's absence or disability.

(c) Secretary. The Secretary shall attend to the following:

(1) Book of Minutes. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a copy of the Corporation's articles and bylaws, a book of minutes of all meetings and actions of Directors or committees of Directors.

(2) Notices, Seal and Other Duties. The Secretary shall give, or cause to be given, notice of any meetings of the Board of Directors required by these Bylaws to be given. The Secretary shall keep the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

(d) Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

(1) Books of Account. The Treasurer shall keep and maintain, or cause to be maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at any reasonable time. The Treasurer shall provide the Directors with such financial statements and reports as required by law, by these Bylaws or by the Board.

(2) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board of Directors, shall render to the Chairperson of the Board, the Executive Director (if applicable), and Directors, whenever they request it, an account of all of his or her transactions as chief financial officer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

(3) Bond. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all its books, papers, vouchers, money and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

ARTICLE 9. RECORDS AND REPORTS

Section 9.1 Maintenance and Inspection of Articles and Bylaws.

The Corporation shall keep at its principal executive office the original or a copy of the articles and these Bylaws as amended to date, which shall be open to inspection by the Director's at all reasonable times during office hours.

Section 9.2 Maintenance and Inspection of Corporate Records.

The accounting books, records, and minutes of proceedings of the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the account books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form.

Section 9.3 Inspection by Directors.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind, and the physical properties of the Corporation, and those of each of its affiliated or subsidiary corporations. The inspection by a Director may be made in

person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 9.4 Annual Report and Statement.

The Corporation shall send an annual report and statement to its Directors, which set forth the information required by Sections 6321 and 6322 of the California Nonprofit Corporation Law.

ARTICLE 10. CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS.

Section 10.1 Contracts with Directors and Officers.

(a) No Director or officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors or officers are Directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless:

(1) the material facts regarding such Director or officer's financial interest of such contract or transaction and/or regarding such common directorship, officership or financial interest are fully disclosed in good faith and are noted in the minutes, or are known to any members of the Board prior to consideration by the Board of such contract or transaction;

(2) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote or votes of such interested Director(s) or officer(s);

(3) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

(4) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into.

(b) The provisions of this section do not apply to any of the following:

(1) a transaction which is part of a public or charitable program of the Corporation if it is approved or authorized by the Corporation in good faith and without unjustified favoritism; and either (i) results in a benefit to one or more Directors or officers or their families because they are in the class of persons intended to be benefited by the public or charitable program of this Corporation; or (ii) the only benefit to the Director or officer from the transactions is a benefit to another corporation of which the Director or officer is also a director or officer (as opposed to a material financial interest benefiting the Director or officer personally); and

(2) a transaction, of which the interested Director or Directors have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the gross receipts of the corporation for the preceding fiscal year or one hundred thousand dollars (\$100,000).

Section 10.2 Loans to Directors and Officers.

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or officer, provided that in the absence of such advance, such Director or officer would be entitled to be reimbursed for such expenses by the Corporation.

ARTICLE 11. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 11.1 Right to Indemnification.

This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any action or proceeding by reason of the fact that such person is or was an officer, Director or agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the Nonprofit Public Benefit Corporation Law of the State of California and to the extent such person is not otherwise indemnified. For this purpose, the Board may, and on request of any such person shall, be required to determine in each case whether or not the applicable standards of conduct under California law have been met, or such determination shall be made by independent legal counsel if the Board so directs or if the Board is not empowered by statute to make such determination. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of members or stockholders or disinterested Directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11.2 Insurance.

This Corporation shall have the right to purchase and maintain insurance on behalf of any Director, officer, employee or agent of the Corporation, against any liability asserted against or incurred by the Director, officer, employee or agent in any such capacity or arising out of the Director, officer, employee or agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 11.1, except that no insurance shall be maintained to indemnify any Director, officer, employee, or agent in connection with any violation of Section 5233 of the California Nonprofit Corporation Law.

ARTICLE 12. MISCELLANEOUS

Section 12.1 Execution of Instruments.

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of an on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount; provided, however, where the contract is for less than One Hundred Thousand Dollars (\$100,000), the Chairperson, or the Treasurer, each acting alone, may authorize the contract on behalf of the Corporation.

Section 12.2 Fiscal Year.

The fiscal year of the Corporation shall be from July 1 through June 30.

Section 12.3 Construction and Definitions.

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular. If any competent court of law shall deem any portion of these Bylaws invalid or inoperative, then so far as is reasonable and possible: (1) the remainder of these Bylaws shall be considered valid and operative, and (2) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

Section 12.4 Electronic Transmissions.

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 12.5 Amendment by Directors.

New bylaws may be adopted, amended, or repealed by the Board of Directors at any meeting of the Board called for that purpose, provided that any amendment is not inconsistent with the Articles of Incorporation.

Section 12.6 Discrimination.

ARTICLE 13. THERE SHALL BE NO DISCRIMINATION BY THE CORPORATION IN THE SELECTION OF ITS GOVERNING BOARD, IN THE EMPLOYMENT OF PERSONNEL, OR IN THE ADMINISTRATION OF THE CORPORATION'S PROGRAMMING BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, SEXUAL ORIENTATION, OR HANDICAPPED STATUS IN VIOLATION OF EXISTING STATE OR FEDERAL LAW OR REGULATIONS. EMERGENCY BYLAWS

Section 13.1 Definition.

For the purposes of this Article, the term "Emergency" will mean any of the following events or circumstances as a result of which a quorum of the Board cannot be readily convened for action:

(a) A natural, manmade, chemical, or biological catastrophe, including, but not limited to, a pandemic, epidemic, local public health emergency, unhealthy air quality, extreme heat, nuclear disaster, hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or, regardless of cause, any fire, flood, or explosion.

(b) An attack of foreign or domestic origin on a locality within the State of California or the United States of America, or a receipt by local, state, or federal government of a warning indicating that a foreign or domestic attack is probable or imminent.

(c) An act of foreign or domestic terrorism or other manmade disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government functions, or population, including, but not limited to, mass evacuations.

(d) A state of emergency proclaimed by a governor of a state in which one or more Directors reside or by the President of the United States.

Section 13.2 Purpose.

The provisions under this Article describe the actions the Board may take to manage and conduct the ordinary business affairs of the Corporation during an Emergency.

Section 13.3 Effectiveness of Emergency Bylaws.

In the event of an Emergency, the provisions of this Article will become and remain effective until the termination of the Emergency. All provisions of these Bylaws consistent with this Article will remain effective during the Emergency.

Section 13.4 Board Actions.

In furtherance of the purpose described in Section 3.1, the Board may:

(a) In the event of an Emergency, as necessary to conduct the Corporation's ordinary business operations and affairs:

(1) Modify lines of succession to accommodate the incapacity of any Director, Officer, employee, or agent resulting from the Emergency.

(2) Relocate the principal office, designate alternative principal offices or regional offices, or authorize the Officers to do so.

(b) During an Emergency, as necessary to conduct the Corporation's ordinary business operations and affairs:

(1) Give notice in any practicable manner under the circumstances, including, but not limited to, by publication, radio, or social media post to any Director when notice of a meeting cannot be given to that Director in the manner described in Article 6

(2) Deem that one or more Officers of the Corporation present at a Board meeting is a Director, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum for that meeting. If quorum is not achieved, including all Officers present, those present at the meeting will be a quorum.

Section 13.5 Prohibited Actions.

In the event of an Emergency, the Board may not take any action that, in accordance with these Bylaws, requires a vote by a majority of all Directors then in office unless the Chairperson deems that action is necessary to manage and conduct the business affairs of the Corporation during the Emergency.

Section 13.6 Actions Taken During an Emergency.

Any action that does not constitute willful misconduct or gross negligence taken in good faith in accordance with this Article binds the Corporation and may not be used to impose liability on a Director, Officer, employee, or agent of the Corporation.

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CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of Seaside Housing Collaborative, a California nonprofit public benefit corporation, and the above Bylaws, consisting of sixteen (16) pages, are these Bylaws of this corporation.

Date: _____

Executed at Seaside, California.

By: _____

Name: _____

Its: Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: October 7, 2021

SUBJECT: CONSIDER AND DISCUSS A POLICY TO REQUIRE THE COVID-19 VACCINE FOR ALL CITY EMPLOYEES, BOARD & COMMISSION MEMBERS, CONTRACTORS, AND VOLUNTEERS

RECOMMENDATION

Review and discuss a policy that would require all City employees, Board & Commission members, contractors, volunteers, and interns, except those with an authorized exemption, to be fully vaccinated against COVID-19.

BACKGROUND

The proposed Policy would require City employees, board and commission members, contractors who work at City worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers, and interns to be fully vaccinated against SARS-COV-2, the virus that causes COVID-19, subject to limited exceptions.

It is recommended the City adopt this vaccination policy as an emergency public health response to mitigate the negative public health consequences associated with increased incidence and test positivity rates and the prevalence of new virus variants, including increased hospitalizations, intensive care unit ("ICU") admissions, and deaths. This policy is intended to effectuate positive public health outcomes in the City of Seaside by reducing the likelihood of hospitalizations at health care facilities in the City and surrounding areas, ICU admissions to hospitals that serve the City and its community, and deaths.

At this time, the current COVID-19 vaccines approved for use in the United States are effective at helping to reduce the risk of getting and spreading the infection. The current COVID-19 vaccines are also effective at reducing the risk of becoming seriously

ill, even if a fully vaccinated person gets COVID-19, and against the current variants of the virus that causes COVID-19. Although no vaccine is 100% effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19.

This policy complements the County of Monterey's Resolution No. 21-272, requiring all County employees to become fully vaccinated against COVID-19 and the Executive Order issued by the White House on September 9, 2021 requiring COVID-19 vaccination for all Federal employees and contractors, with exceptions only as required by law. The City of Seaside is a Federal contractor.

All individuals subject to this policy, may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at <https://covid19.ca.gov/vaccines/>.

The proposed policy requires that City personnel adhere to the following requirements:

1. By October 25, 2021, all City personnel must be partially or fully vaccinated or must have submitted a request for exemption.
2. By November 22, 2021, all City personnel who will seek an exemption must have submitted the request for exemption as outlined in Section VI.
3. By December 6, 2021, all City personnel must be fully vaccinated or must have submitted a request for exemption.
4. Effective November 22, 2021, all newly hired City employees and any new volunteers, interns or contractors must be fully vaccinated or must have submitted a request for exemption.

City personnel who fail to comply with this policy will not be permitted to perform work at City worksites or facilities, except for employees who are exempt from the vaccination requirement due to 1) A medical condition, disability, or other medical restriction that affects their ability to safely receive a COVID-19 vaccine, as verified by their Health Care provider, or 2) object to COVID-19 vaccination based on their sincerely-held belief, practice, or observance. Employees requesting an exemption will be required to apply for a reasonable accommodation through the Human Resources / Risk Management Department and engage in the interactive process.

Additionally, from October 25, 2021 through December 6, 2021 (the deadline for all City personnel to be fully vaccinated or have submitted a request for exemption), individuals who are not fully vaccinated will be required to undergo weekly testing until they establish that they are fully vaccinated, as defined above, and no later than December 6, 2021. If individuals are granted an exemption, they will be subject to the terms of

the established reasonable accommodation.

The vaccination requirement will remain in place until the City Manager determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy.

The City will meet and consult with all employee associations over the impacts and effects of this policy.

Alternatives Considered:

1) As an alternative, the City could consider not requiring employees, contractors, board & commission members, volunteers, and interns be vaccinated. That is not recommended as this would jeopardize the City's contracts with the Federal government. It is also not recommended because the CDC has found that unvaccinated individuals are 29 times more likely to be hospitalized due to COVID than vaccinated people. This would have a detrimental impact on the City's budget due to both the impact on the City's health insurance costs and the loss of productivity in the workplace.

2) The City could also require employees submit to regular COVID tests in lieu of vaccination. This alternative is not recommended as testing is not a substitute for being vaccinated and is contrary to the federal requirement. As noted above, vaccinated individuals are far less likely to be hospitalized due to the effects of COVID than the unvaccinated.

FISCAL IMPACT

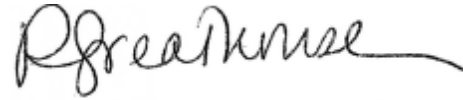
The fiscal impact of this item is unknown at this time, however some of the direct costs associated with this item are eligible for recovery through AFRA funds. The costs of this item include:

1. Professional services to conduct reasonable accommodation interactive meetings as required under the Americans' with Disabilities Act (ADA) and other relevant laws; and
2. Vaccination tracking software. Staff is exploring options to track compliance with vaccination, boosters, and as appropriate, weekly testing. It is estimated this application will cost from \$1.50 to \$2.50 per person per month; and
3. Cost of weekly COVID testing, and loss of productivity, for City personnel who are not fully vaccinated between October 25 - December 6, 2021; and
4. Cost of weekly COVID testing, and loss of productivity for eligible City personnel if this is determined to be an appropriate reasonable accommodation;
5. Additional implementation costs as negotiated with affected labor groups, if any; and
6. Recruitment and turnover costs associated with team members who refuse vaccination and are ineligible for accommodation.

ATTACHMENTS

1. Vaccination Policy 10-7-2021
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

City of Seaside COVID-19 Vaccination Requirement Policy

I. Preamble

To protect City of Seaside (“City”) personnel, the community members with whom City personnel interact, and its residents, the City will require all City of Seaside personnel, including employees, contractors who work at City worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers and interns, to be fully vaccinated subject against SARS-COV-2, the virus that causes COVID-19, to the limited exceptions provided below.

The City adopted this vaccination policy as an emergency public health response to mitigate the negative public health consequences associated with increased incidence and test positivity rates and the prevalence of new virus variants, including increased hospitalizations, intensive care unit (“ICU”) admissions, and deaths. This policy is intended to effectuate positive public health outcomes in the City of Seaside by reducing the likelihood of hospitalizations at health care facilities in the City and surrounding areas, ICU admissions to hospitals that serve the City and its community, and deaths.

At this time, the current COVID-19 vaccines approved for use in the United States are effective at helping to reduce the risk of getting and spreading the infection. The current COVID-19 vaccines are also effective at reducing the risk of becoming seriously ill, even if a fully vaccinated person gets COVID-19, and even against the current variants of the virus that causes COVID-19. Although no vaccine is 100% effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19.

This policy complements the County of Monterey’s Resolution No. 21-272, requiring all County employees to become fully vaccinated against COVID-19 and the Executive Order issued by the White House on September 9, 2021 requiring COVID-19 vaccination for all Federal employees, with exceptions only as required by law.

In accordance with this Policy, City employees, contractors, volunteers and interns may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at <https://covid19.ca.gov/vaccines/>.

II. Relevant Definitions

1. “City personnel”, for purposes of this Policy and related requirements, includes: (1) City of Seaside employees; (2) Non-employees, including interns, and volunteers, who provide services to the City; and (3) Contractors who are engaged by the City and who work at City worksites and facilities or interact with other City employees or members of the public in the performance of their duties on behalf of the City.

City contractors who qualify as City personnel for purposes of this Policy only include, for

example, contracted staff who work at City worksites or facilities or with the City of Seaside outside of such worksites or facilities. This definition does not include, for example, a third-party attorney who provides legal services exclusively from a remote location. The inclusion of non-employees in the definition of “City personnel” confers no employment status between such individuals and the City.

2. “COVID-19 vaccine” means a COVID-19 vaccine approved by the U.S. Food and Drug Administration under either the Emergency Use Authorization approval process or the Biologics License Application (“BLA”) (*i.e.*, general use) approval process.
3. “Fully vaccinated” means (1) it has been at least two weeks since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Officer Order which is available at the following web address: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx>.

Proof of vaccination includes the following: (1) COVID-19 vaccination record card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention (“CDC”) or World Health Organization Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered); (2) a photo of a vaccination record card as a separate document; (3) a photo of a vaccination record card stored on a phone or electronic device; (4) documentation of COVID-19 vaccination from a health care provider; (5) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; and (6) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

4. “Partially vaccinated” means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but less than two weeks has elapsed since the person completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Officer Order.

III. Scope

The policy applies to all City personnel including volunteers and Board & Commissioners. The policy is to be administered in conjunction with the City’s COVID-19 Prevention Plan and protocols designed to mitigate risks related to COVID-19 in the workplace and at City facilities or properties. The City’s COVID-19 Prevention Plan is available at

<https://www.ci.seaside.ca.us/602/Policies-and-Procedures>. The City Manager may make changes to this policy and related forms as necessary to manage and administer the policy.

IV. Effective Period

The policy shall be effective immediately and shall remain in full force and effect until the City Manager determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy.

V. Vaccination Requirement

The City requires that City personnel adhere to the following requirements:

1. By October 25, 2021, all City personnel must be partially or fully vaccinated or must have submitted a request for exemption.
2. By November 22, 2021, all City personnel who will seek an exemption must have submitted the request for exemption as outlined in Section VI.
3. By December 6, 2021, all City personnel must be fully vaccinated or must have submitted a request for exemption.
4. Effective November 22, 2021, all newly hired City employees and any new volunteers, interns or contractors must be fully vaccinated or must have submitted a request for exemption.

City personnel who fail to comply with this policy shall not be permitted to perform work at City worksites or facilities, except as outlined in Section VI for employees who are exempt from the vaccination requirement for the limited reasons identified therein.

Required Testing While Personnel Become Fully Vaccinated

Additionally, from October 22, 2021 through December 6, 2021 (the deadline for all City personnel to be fully vaccinated or have submitted a request for exemption), individuals who are not fully vaccinated will be required to undergo weekly testing until they establish that they are fully vaccinated, as defined above, and no later than December 6, 2021. If individuals are granted an exemption pursuant to Section VI below, they will be subject to the terms of the established reasonable accommodation.

VI. Limited Exemptions to Vaccination Requirement

Limited Exemptions for City Employees:

1. City employees may request a reasonable accommodation to the vaccination

requirement if they:

- A. Have a medical condition, disability, or other medical restriction that affects their ability to safely receive a COVID-19 vaccine, as verified by their Health Care provider, and are requesting an exemption as a reasonable accommodation; or,
 - B. Object to COVID-19 vaccination based on their sincerely-held religious belief, practice, or observance.
2. Requests for exemption must be submitted according to the requirements set forth in Section VI, below. If a person's request for exemption is not approved, they must be partially or fully vaccinated within one week and fully vaccinated within seven (7) weeks of when they were notified that their request for exemption was not approved. Individuals who are required to vaccinate and were denied a requested exemption will be required to undergo weekly testing until they are fully vaccinated within the applicable timeframe.
3. To seek a reasonable accommodation from the vaccination requirements in this Policy, City employees must use the process and forms designated by the City for this purpose, and include supporting documentation as follows:
- A. Contact City Human Resources Department at 899-6712 or access the appropriate form through <http://www.ci.seaside.ca.us/602/Policies-and-Procedures>. The available forms are:
 - a. Disability Accommodation Request Form; and
 - b. Religious Accommodation Request Form

Employees may contact the Samantha Sakhrani in the City's Human Resources Department at 899-6711 or salcaraz@ci.seaside.ca.us to request the form or assistance with completing the form.

- A. Complete and submit the applicable form(s) as directed by the City's Human Resources Department.
- B. The Human Resources Department will then contact the employee to request additional information, as necessary, and to engage the employee in an interactive process if the employee so qualifies.

Limited Exemptions for City Contractors, Volunteers, and Interns

If a City contractor, volunteer or intern is covered by this policy and does not meet the vaccination requirements, the individual's sponsoring department may request an ad hoc

exemption from the City, who will consider the requested exemption on a case-by-case basis. The City Manager or his / her designee's consideration will include, but not be limited to, the sponsoring department's need and whether the contractor, volunteer, or intern meets the standard for an exemption available to City employees, as described above.

VII. Vaccine Boosters

If COVID-19 vaccine booster doses become necessary to prevent the contraction and transmission of the virus that causes COVID-19, this vaccination policy and the requirements and limited exemptions set forth herein shall apply to COVID-19 vaccine boosters.

Under such circumstances, all City personnel must receive a COVID-19 vaccine booster when public health authorities, including the United States Centers for Disease Control, the California Department of Public Health ("CDPH"), or the Monterey County Department of Public Health indicate that a COVID-19 vaccine booster is necessary, based on the COVID-19 vaccine that the employee received and the date upon which the employee became fully vaccinated.

VIII. Confidentiality of Vaccination Records

The City will treat all vaccination records as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act ("CMIA"), California Civil Code §§ 56.20, 56.21.

The City will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

AUTHORIZATION FOR THE CITY OF SEASIDE'S USE AND DISCLOSURE OF CONFIDENTIAL MEDICAL INFORMATION

Confidentiality of Medical Information Act ("CMIA"), Civil Code §§ 56.20, 56.21.

Pursuant to California's Confidentiality of Medical Information Act, I, _____ **[Name of City Personnel]**, authorize the City of Seaside to use and disclose information regarding my COVID-19 vaccination status for legitimate, non-discriminatory business purposes where my vaccination status is necessary for the City to make work-related decisions authorized by or in order to comply with federal, state, or local law or regulation that takes a person's vaccination status into account.

Specifically, I authorize the City to use and disclose this information for the purposes provided under the Cal/OSHA COVID-19 Regulations (8 C.C.R. §§ 3205-3205.4), including, but not limited to, decisions regarding the use of face coverings.

This authorization is limited to the following types of information:

Information regarding my COVID-19 vaccination status.

The City is authorized to use this information for the following purposes:

For legitimate, non-discriminatory business purposes where information regarding my vaccination status is necessary for the City to make work-related decisions authorized by or in order to comply with federal, state, or local laws that take a person's vaccination status into account.

The following parties are authorized to disclose this information for the above purposes:

The City and the City's designated agent(s) where:

1. The disclosure of my vaccination status is or may be impliedly or constructively disclosed by my action(s) (e.g., not wearing a face covering in the workplace); and/or

2. The disclosure of my vaccination status is or may be impliedly or constructively disclosed by action(s) of the City or the City's designated agent(s) (e.g., allowing me to not wear a face covering in the workplace).

The following parties are authorized to receive disclosure of this information for the above purposes:

Any agent or employee of the City, visitor, invitee or other member of the public accessing the City's premises or facilities, etc., who may become aware of my vaccination status, by my action(s) and/or those of the City (e.g., become aware that I am fully vaccinated by my choice to remove a face covering in the workplace with the City's consent).

Authorization period:

The parties specified above are authorized to disclose information regarding my COVID-19 vaccination status in the manner specified above through **June 30, 2022**.

Right to receive a copy of this authorization:

I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, the City will provide me with a copy of this authorization.

I authorize the limited uses and disclosures of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

Name (PLEASE PRINT)	Signature	Date
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Disability Accommodation Request Form For City of Seaside Policy Requiring COVID-19 Vaccination

The City of Seaside ("City") affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, those with qualifying disabilities. Accordingly, the City provides accommodations for employees and applicants whose qualifying disabilities conflict with an employment requirement, unless providing such accommodation would impose an undue hardship on the City and its conduct of City business.

To promote a safe and healthful workplace for employees, contractors, volunteers and interns and to promote the health and safety of employees, contractors, volunteers and interns, and members of the public who may visit City's worksites and facilities, and the community in general, the City requires that all employees, contractors who work at worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers, and interns be fully vaccinated in accordance with the City's COVID-19 vaccination policy.

Employees may use this form to request an accommodation or exemption to the City's requirement if they have a contraindication to the available COVID-19 vaccines recognized by the Centers for Disease Control and Prevention ("CDC") or by the vaccines' manufacturer, or a qualifying disability, including pregnancy-related conditions, that precludes their vaccination.

Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name _____
Employee's Job Title: _____
Employee's Supervisor: _____
Employee's Department: _____
Employee's Worksite: _____

Section B: General Position and Worksite Information

Please check all that currently apply to you:

- ☐ I perform work onsite at a City worksite or facility.
- ☐ My essential job duties require that I interact in person with City employees, visitors, or members of the public.
- ☐ I perform work in shared or communal spaces or areas where City employees, visitors, or members of the public may also be present.

Section C: Reason for Request

- ☐ I have a physical or mental disability (which can include a contraindication to each of the FDA-approved COVID-19 vaccines) that limits or precludes my ability to be fully vaccinated against COVID-19.
- ☐ The certification from my medical provider is attached (**the medical provider should not disclose information about your diagnosis or condition; the certification**).

Section D: Requested Accommodation

- ☐ Please describe the accommodation* you are requesting**:

** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that the City adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the City will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring that the City adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.

*** Please note that the City will consider your preferred accommodation and other possible accommodations for your health or medical condition.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the City will request an additional document(s) from my health care provider, and may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date

Religious Accommodation Request Form For City of Seaside Policy Requiring COVID-19 Vaccination

The City of Seaside ("City") affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, religion, creed, and religious belief, practice, or observance.

Accordingly, the City provides accommodations for employees and applicants whose sincerely held religious belief, practice, or observance conflicts with an employment requirement, unless providing such an accommodation would impose an undue hardship on the City and its conduct of City business.

To promote a safe and healthful workplace for employees, contractors who work at City worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers, and interns, and to promote the health and safety of employees, contractors, volunteers and interns, and members of the public who may visit City worksites and facilities and the community in general, the City requires that all employees, contractors, volunteers, and interns become fully vaccinated against COVID-19 in accordance with the City's COVID-19 vaccination policy.

Employees may use this form to request a religious accommodation to the vaccination requirement if they have a sincerely held religious belief, practice, or observance that conflicts with the City's requirement that all employees, contractors, volunteers and interns receive a COVID-19 vaccination.

Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name: _____

Employee's Job Title: _____

Employee's Supervisor: _____

Employee's Department: _____

Employee's Worksite: _____

Section B: General Position and Worksite Information

Please check all that currently apply to you:

- ☐ I perform work onsite at a City worksite or facility.
- ☐ My essential job duties require that I interact in person with City employees, visitors, or members of the public.
- ☐ I perform work in shared or communal spaces or areas where City employees, visitors, or members of the public may also be present.

Section C: Religious Belief, Practice, or Observance

Do you have a sincerely held religious belief, practice, or observance that conflicts with the requirement that you receive a COVID-19 vaccination?

- ☐ Yes
- ☐ No

Description of Religious Belief, Practice, or Observance

Please describe how your sincerely held religious belief(s), practice(s), or observance(s) conflict(s) with the requirement that you receive a COVID-19 vaccination:

Section D: Requested Accommodation

Please describe the accommodation* you are requesting**:

** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that the City adopted its COVID-19 vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the City will, on an individualized basis, evaluate each request for accommodation from the COVID-19 vaccination policy, please note that the circumstances requiring that the City adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or accommodations in perpetuity.

*** Please note that the City will consider your preferred accommodation and other possible accommodations for your religious belief, practice, or observance.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the City may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date