



AMENDED A G E N D A

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

JOINT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, April 21, 2022
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
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3. To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make 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 2:00 p.m. on the day of the meeting.

During the Meeting via Oral Comments: When the Chair 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.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

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.

7. PRESENTATIONS

A. MAYOR'S KEY TO THE CITY PRESENTATION TO AL GLOVER

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

C. VACCINATION UPDATE (FIRE CHIEF, MARY GUTIERREZ)

D. PRESENTATION ON THE GROUNDWATER RECHARGE STUDY (CITY ENGINEER, NISHA PATEL)

8. CONSENT AGENDA

A. APPROVE MINUTES FOR APRIL 7, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 26, 2022, through March 11, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 10, 2022. Total Accounts Payable and Payroll for the above referenced period is \$2,649,431.40.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 26, 2022, through March 11, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 10, 2022. Total Accounts Payable and Payroll for the above referenced period is \$112.16.

D. APPROVE PROCLAMATION RECOGNIZING APRIL 29, 2022, AS ARBOR DAY IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation recognizing April 29, 2022, as Arbor Day in the City of Seaside.

E. APPROVE PROCLAMATION RECOGNIZING RAMADAN

RECOMMENDATION: Approve a proclamation recognizing Ramadan from sundown April 2nd, 2022, lasting 30 days and ending at sundown on Sunday May 1st, 2022.

F. APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS JEWISH AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2022, as Jewish American Heritage Month.

G. APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS ASIAN PACIFIC HERITAGE MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2022, as Asian Pacific Heritage Month.

H. APPROVE PROCLAMATION RECOGNIZING APRIL 24 - APRIL 30, 2022, AS NATIONAL CRIME VICTIMS WEEK

RECOMMENDATION: Approve a proclamation recognizing National Crime Victims Weeks from April 24 - April 30, 2022.

I. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

RECOMMENDATION: Approve report as presented in the agenda packet.

J. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE JUNETEENTH 831 CULTURAL FESTIVAL AT LAGUNA GRANDE PARK ON JUNE 18, 2022

RECOMMENDATION: Approve a request from Juneteenth 831 request to co-sponsor their Cultural Festival at Laguna Grande Park on June 18, 2022, from 7:00 a.m. to dusk. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,194.00.

K. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE SEASIDE SPORTS LEAGUE FATHER'S DAY BASH AT LAGUNA GRANDE PARK ON JUNE 19, 2022

RECOMMENDATION: Consider approving the request from Seaside Sports League to co-sponsor their Father's Day Bash at Laguna Grande Park on June 19, 2022, from 11:00 a.m. to 7:00 p.m. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,980.60.

L. APPROVE CO-SPONSORSHIP OF CENTRAL COAST MODEL BOATER'S 50TH ANNIVERSARY NAMBA CHAMPIONSHIP AT ROBERTS LAKE FROM OCTOBER 15 - OCTOBER 22, 2022

RECOMMENDATION: Approve a request from Central Coast Model Boaters to co-sponsor their 50th Anniversary Namba Championship at Roberts Lake from October 15, 2022 - October 22, 2022 from 8:00 a.m. to 5:00 p.m. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,209.00.

M. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR SIXTH ANNUAL PALENKE ARTS FESTIVAL

RECOMMENDATION: Approve a request from Palenke Arts for a fee waiver in the amount of \$1,162.00 related to their Sixth Annual Arts Festival at Laguna Grande Park on June 05, 2022.

N. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BASEBALL TEAM

RECOMMENDATION: Approve a request from Seaside High School Baseball Team for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of new equipment and baseball uniforms.

O. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH RAIMI + ASSOCIATES, INC. TO COMPLETE THE CITY'S HOUSING ELEMENT, TO ADD AN AMOUNT NOT TO EXCEED \$180,000.00

RECOMMENDATION: Authorize the City Manager to amend the Professional Services Agreement with Raimi + Associates to expend up to \$180,000.00 for Raimi and Associates and its sub-consultants to complete the tasks necessary to draft, adopt, and certify the City's 6th Cycle Housing Element.

P. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITY'S DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT, AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$592,421.00, AND MAKING THE APPROPRIATE GENERAL FUND BUDGET ADJUSTMENT

RECOMMENDATION: Adopt a resolution:

1. Approving the plans and specifications for the Del Monte Manor Low Impact Development (L.I.D.) Improvement Project;
2. Appropriating \$290,000.00 from the General Fund to the project budget;
3. Awarding a construction agreement to Monterey Peninsula Engineering (MPE) for an amount not to exceed \$592,421.00;
4. Establishing a 12% construction contingency for a total project construction amount not to exceed of \$663,511.52; and
5. Authorizing the City Manager to execute the construction agreement, 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.

Q. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS FOR PERFORMANCE MONITORING PLAN IMPLEMENTATION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$30,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers to provide project performance monitoring plan implementation services for the Del Monte Manor L.I.D. improvement Project for an amount not to exceed \$30,000.00.

R. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$57,496.00

RECOMMENDATION: Adopt a resolution approving a professional services agreement with the Wallace Group to provide construction management and inspection services for the Del Monte Manor L.I.D Improvement Project for an amount not to exceed \$57,496.00.

S. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE PROJECT MANAGEMENT AND DEVELOPMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$25,000.00 A MONTH WHICH WILL BE REIMBURSED BY DEVELOPERS AS APPROPRIATE AS PER THE DEVELOPMENT AGREEMENT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Kimley-Horn to provide Project Management and Development Services support for the Campus Town Development Project and related projects for an amount not to exceed \$25,000.00 a month.

T. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2022-2023 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT A PROJECT LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION: Adopt a resolution authorizing staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorizing the SB1 Project List to be funded in part with fiscal year (FY) 2022-23 Road Maintenance Repair and Accountability (RMRA) Revenues.

U. ADOPT A RESOLUTION OPPOSING INITIATIVE 21-0042A1: "THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"

RECOMMENDATION: Adopt a resolution opposing the Taxpayer Protection and Government Accountability Act.

V. ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 BUDGET INCREASING THE TRAVEL LINE ITEM FOR COUNCIL MEMBER GARCIA-ARRAZOLA BY AN AMOUNT NOT TO EXCEED \$550.00 IN ORDER TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2022 GOVERNANCE LEADERSHIP ACADEMY

RECOMMENDATION: Adopt a resolution increasing the travel line item for Council Member Garcia-Arrazola.

W. ADOPT A RESOLUTION APPROVING AMENDMENT NO.2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE WALLACE GROUP TO

PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$45,661.00, AND APPROPRIATING \$50,227.10 FROM THE GENERAL FUND TO THE PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to authorize amendment No. 2 to the professional service agreement with the Wallace Group to provide expanded Construction Management and Inspection Services for the Fire Station Upgrades Project for an amount not to exceed \$45,661.00, and appropriating \$50,227.10 from the General Fund to the Project.

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT, AND USE (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Second reading of the proposed ordinance regarding the police department's acquisition and use of military equipment in accordance with State law (AB 481); and approve the military use policy.

B. ADOPT A RESOLUTION APPROVING THE 2022-2023 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION:

Adopt a Resolution in order to:

1. Approve the FY2022-2023 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the FY2022-2023 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) within 60 days after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2022, whichever is earlier.

10. BUSINESS ITEMS

A. RECEIVE A PRESENTATION REGARDING THE POLICE CHIEF RECRUITMENT PROCESS AND TIMELINE (OGLESBY)

RECOMMENDATION: Receive presentation.

B. CONSIDER APPROVAL OF THE PARKS AND RECREATION COMMISSIONS

RECOMMENDATION FOR ALLOWING PICKLEBALL AT THE WHEELER STREET TENNIS COURTS

RECOMMENDATION: Provide staff direction regarding the use of the Wheeler Street Tennis Courts for Pickleball.

C. ADOPT A RESOLUTION APPROVING A LICENSE TO WOWEE CANNA TO ESTABLISH A NEW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT 1605/1609 SANTA BARBARA STREET

RECOMMENDATION: Adopt a resolution approving a license to Wowee Canna to establish a new medical/adult recreational cannabis retail operation located at 1605/1609 Santa Barbara Street.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

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

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

13. CLOSED SESSION

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

City Manager Recruitment Update

B. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Address: The property commonly referred to as Ascent
(Property located on the north side of the 1100 block of Broadway Avenue between

Terrace Street and San Lucas Street)
Negotiations with Crauchan Capital
Negotiator for the City: City Manager, et al.
Under Discussion: price, terms of payment or both.

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

Address: 1579 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: price, terms of payment or both.

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION (3 MATTERS)

Potential Litigation (3 Matters)

14. ADJOURNMENT

This meeting is adjourned in the memory and honor of William Harold Bradford, Sr. (1940-2022), Mamie B. Todd (1916-2022) and Sarah E. King (1928-2022).

Next Regularly Scheduled Meeting:
MAY 5, 2022
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 OF THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, April 7, 2022
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

Invocation was led by Pastor Kenneth Murray. The pledge was led by Councilmember Campbell.

4. REVIEW OF AGENDA

City Attorney Sheri Damon advised the removal of item 10B – "Adopt a resolution approving a license to Wowee Canna to establish a new medical/adult recreational cannabis retail operation located at 1605/1609 Santa Barbara Street".

5. PUBLIC COMMENT

Un-identified Seaside resident & business owner, Peter Kaiser, Susan Schiavone, Miriam Smith, Will Senn, Pastor Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, George Riley – Monterey Peninsula Water Management District Directors for Region 1 and Region 2, respectively.

7. PRESENTATIONS

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

Mr. Altamirano provided the presentation and responded to questions from the

Council.

B. PRESENTATION FOR POLICE OFFICER, POLICE SUPPORT SERVICES, FIREFIGHTER AND RESERVE FIREFIGHTER OF THE YEAR AWARDS AND PROCLAMATIONS

Mayor Oglesby, Acting Police Chief Nick Borges and Fire Chief Mary Gutierrez provided a presentation of awards to Angela Myers, Joshua Parker, Michael Weisfuss, Benjamin Flores.

C. PRESENTATION OF COMMENDATION FOR FORMER ART & HISTORY COMMISSIONER, STEVEN RUSSELL (ASSISTANT CITY MANAGER, ASHLEY COLLICK)

Mayor Oglesby and Assistant City Manager Ashley Collick provided a presentation of award.

8. CONSENT AGENDA

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Councilmember Wizard and carried by the following vote, 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 SPECIAL MEETINGS ON MARCH 16, MARCH 25 AND MARCH 28, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING DECEMBER 31, 2021.

ACTION: ACCEPTED & FILED

E. APPROVE APPOINTMENT TO THE COMMUNITY SAFETY ADVISORY COMMISSION

ACTION: APPROVED

F. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 15, 2022

ACTION: ADOPTED RESO #22-39

G. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH SEASIDE HOUSING, L.P. FOR STORMWATER CONTROL AT HAMILTON, ELLIS & MARTIN (H.E.M.) PLAZA

ACTION: ADOPTED RESO #22-40

H. APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2022 HOT CARS COOL NITES CAR SHOWS

ACTION: APPROVED

I. ADOPT A RESOLUTION CREATING THE CLASSIFICATION OF RISK MANAGEMENT TECHNICIAN AND FINANCIAL ANALYST AND MODIFYING THE POSITION ALLOCATION LIST TO REFLECT THE MID-YEAR BUDGET ADJUSTMENTS

ACTION: ADOPTED RESO #22-41

J. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THE CITY OF SEASIDE'S RED, WHITE, AND BLUES EVENT ON JULY 4, 2022

ACTION: ADOPTED RESO #22-42

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE REPEALING AND AMENDING CHAPTER 17.52, SECTION 17.52.230 (RESIDENTIAL SECOND UNITS) OF THE SEASIDE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR ACCESSORY DWELLING UNITS. THIS PROJECT IS CATEGORICALLY EXEMPT SECTION 15061(B)(3) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) (SECOND READING - ROLL CALL

VOTE)

Senior Planner, Beth Rocha presented the item and responded to questions from the Council.

On motion by Councilmember 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 the ordinance repealing and amending Chapter 17.52, Section 17.52.230 of the Seaside Municipal Code to establish regulations for Accessory Dwelling Units.

RESULTS: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED ORD #2013

**B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE
WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY
EQUIPMENT: FUNDING, ACQUISITION, AND USE (FIRST READING –
ROLL-CALL VOTE)**

Acting Police Chief, Nick Borges presented the item and responded to questions from the Council.

PUBLIC COMMENT: Catherine Crockett, Karla Lobo, Miriam Smith, Syd, Susan Schiavone, Rosalyn Green

SUBSTITUTE MOTION: On motion by Mayor Oglesby and second by Councilmember Wizard and carried by the following roll call vote, the City Council/Successor Agency moved to hear the second reading an ordinance adopting a military equipment use policy in accordance with AB 481 law enforcement and state agencies: military equipment: funding, acquisition, and use with a requirement that law enforcement hold a meeting with the Community Safety Advisory Commission to hear the item 60 days prior and within 30 days hold at least one well publicized and conveniently located public meeting.

RESULTS: 4-1-0-0

AYES: Garcia-Arrazola, Pacheco, Oglesby, Wizard

NOES: Campbell

ABSTAIN: None

ABSENT: None

ACTION: SECOND READING ON APRIL 21, 2022

10. BUSINESS ITEMS

A. RECEIVE OVERVIEW OF THE COMMUNITY CHARRETTE PROCESS AND CONCEPTUAL PLAN OPTIONS FOR THE POTENTIAL FUTURE DEVELOPMENT OF SEASIDE EAST

Representatives of DPZ CoDesign, Marina Khoury and Matthew Lambert presented the item and responded to questions from Council.

PUBLIC COMMENT: Miriam Smith

B. ADOPT A RESOLUTION APPROVING A LICENSE TO WOWEE CANNA TO ESTABLISH A NEW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT 1605/1609 SANTA BARBARA STREET

This item was removed from the agenda. No discussion or action taken.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Additional budget to fund travel to Government Leadership Program (Garcia-Arrazola)
2. Discuss and consider option 1 for Lincoln-Cunningham Basketball Court (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Councilmember Wizard provided background information on his request to adopt a resolution to oppose initiative 21-0042A1. The item will appear on the consent agenda of the next meeting.
2. Councilmember Wizard provided background information on his request to consider AB 626 regarding micro kitchens. Acting City Manager Greathouse indicated that the task would be added to the list of projects that staff is working on.
3. Acting City Manager Greathouse provided a presentation reviewing the options and cost for Lincoln-Cunningham Basketball Court updates.
4. Acting City Manager Greathouse indicated that a presentation would come before the Council at its next regular meeting at April 21, 2022.

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

Reports provided.

13. CLOSED SESSION

City Attorney, Sheri Damon read the closed session items.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Properties Under Discussion:

1. The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Negotiator for the City: Roberta Greathouse, City Manager, Negotiator for the Developer: Danny Bakewell Jr. et. al., Under Negotiation: Purchase and Sale Agreement Terms

**B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(GOVERNMENT CODE SECTION 54956.9)**

Monterey County Superior Court

Case Number: 20CV003118

Case Name: People v. Arzadon

Upon return from closed session, the City Attorney indicated there was no action to report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:21 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: April 21, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 26, 2022, through March 11, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 10, 2022. Total Accounts Payable and Payroll for the above referenced period is \$2,649,431.40.

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 the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform 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 \$10,000.00 are as follows:

- \$10,994.92 to Access Media Productions for October - December 2021 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast & additional PEG fees for the quarter ending 6/30/21.
- \$16,627.40 to California-American Water for Water consumption for multiple City of Seaside service addresses for the billing period of 1/21/2022 - 2/23/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations,

and city affordable housing.

- \$196,741.00 to County of Monterey for Payment for FY2021/22 Quarter 4 9-1-1 Dispatch Services.
- \$12,316.20 to Liebert Cassidy Whitmore for Professional services for the period of January 2022.
- \$11,854.26 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of January 2022 for the 13 Seaside motels/hotels.
- \$24,848.13 to Wallace Group for SCSD prof. services for Groundwater Recharge Feasibility Study & American Tire Development Review through 1/31/2022; Prof. Construction services for Highland Otis Park, Ellis Park, and West End Sand City Construction Inspections through 1/31/2022.
- \$19,397.24 to Hinderliter, de Llamas & Associates for Contract audit services for Quarter 3 FY2021/22 sales tax revenue.
- \$10,865.00 to Pavement Engineering, Inc. for the pavement management system update for the period of December 2021 - January 2022.
- \$17,230.00 to Norman A. Traub Associates LLC for Professional background investigation services for 11 potential job candidates.
- \$36,129.00 to Precision Concrete Cutting for Sidewalk offset repair services on multiple City of Seaside streets for the period of 4/20/2021 - 12/17/2021.
- \$465,619.69 to Teichert Construction for Pavement Rehab Phase 3 construction services through 10/31/2021.
- \$292,635.59 to Teichert Construction for Pavement Rehab Phase 3 construction services through 12/31/2021.
- \$38,181.00 to Vista Environmental Consulting, Inc. for Campus Town soil sampling.
- \$27,091.94 to Priority 1 Public Safety Equipment for Police Department vehicle equipment (Tesla builds/outfitting)

The Net Payroll and Payroll benefits total was \$852,421.47.

The remaining checks, totaling \$616,478.56, include payments to vendors for operating expenditures.

The check 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: Loreene Bermudez-Onate, Accountant II

DATE: April 21, 2022

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 26, 2022, through March 11, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 10, 2022. Total Accounts Payable and Payroll for the above referenced period is \$112.16.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. 20220421- SA Expense Approval Report
-



Seaside, CA

Expense Approval Report

By Vendor Name

Payment Dates 2/26/2022 - 3/11/2022

Vendor Name

Vendor: 0501 - CALIFORNIA-AMERICAN WATER

CALIFORNIA-AMERICAN WATER

Vendor: 2877 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

PUBLIC EMPLOYEES' RETIREMENT

PUBLIC EMPLOYEES' RETIREMENT

PUBLIC EMPLOYEES' RETIREMENT

Account Name

Account Number

Amount

AFFORDABLE HOUSING

973-9710-9526

97.89

PERS PAYABLE

973-2056

0.05

PERS PAYABLE

973-2056

6.7

PERS PAYABLE

973-2056

7.52

Report Summary

Fund Summary

Fund

973 - SA MERGED - LMIHF

Payment Amount

112.16

Account Summary

Account Number

973-2056

973-9710-9526

Account Name

PERS PAYABLE

AFFORDABLE HOUSING

Payment Amount

14.27

97.89

Project Account Summary

Project Account Key

None

Payment Amount

112.16



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: April 21, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING APRIL 29, 2022, AS
ARBOR DAY IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation recognizing April 29, 2022, as Arbor Day in the City of Seaside.

BACKGROUND

The City of Seaside is a Tree City USA. To maintain status as a Tree City USA, the City must have a proclamation for Arbor day, which is attached.

FISCAL IMPACT

None.

ATTACHMENTS

1. Arbor Day Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", written over a horizontal line.

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Arbor Day April 29, 2022

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 29, 2022, as "Arbor Day" in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Ian N. Oglesby, Mayor

April 21, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: April 21, 2022

SUBJECT: APPROVE PROCLAMATION RECOGNIZING RAMADAN

RECOMMENDATION

Approve a proclamation recognizing Ramadan from sundown April 2nd, 2022, lasting 30 days and ending at sundown on Sunday May 1st, 2022.

BACKGROUND

The City of Seaside has a diverse, involved and active Muslim community with many cultural backgrounds.

Ramadan is a sacred month of fasting, praying, and reflecting, and is one of the Five Pillars of Islam, dating back to the seventeenth century.

Ramadan is a time to reflect spiritually, build communally, and aid those in need, and marks an annual spiritual renewal for each individual, a reason to celebrate and express gratitude this month,

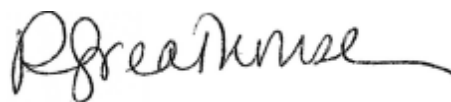
FISCAL IMPACT

None

ATTACHMENTS

1. Ramadan Proclamation
-

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 PROCLAMATION



RAMADAN

Commemorative Observance

WHEREAS, *The City of Seaside has a diverse, involved, and active Muslim community with many cultural backgrounds; and*

WHEREAS, *Muslims have a long history in the United States, spanning back to the transatlantic slave trade, in which 10 to 15 percent of the enslaved African people were said to be Muslim; and*

WHEREAS, *Muslims have been key and essential staff, from the medical field to the service industry, in helping Seaside move through the COVID-19 pandemic and have been key contributors to the social movement in order to work toward justice and fair inclusion for all; and*

WHEREAS, *Muslim residents of Seaside, with their hard work and contributions to medicine, science, information technology, education, police, military, and many other fields, have benefitted from and enriched the City's open, tolerant, and economically vibrant environment; and*

WHEREAS, *Ramadan is from sundown April 2nd, 2022, lasting 30 days and ending at sundown on Sunday May 1st, 2022; and*

WHEREAS, *Ramadan is a time to reflect spiritually, build communally, and aid those in need and marks an annual spiritual renewal for each individual, a reason to celebrate and express gratitude in this month; and*

WHEREAS, Ramadan is a sacred month of fasting, praying, and reflecting, and is one of the Five Pillars of Islam, dating back to the seventeenth century; and

WHEREAS, Our Seaside Muslim community is experiencing a month of spiritual purification; and

WHEREAS, Ramadan draws to a close with Eid al-Fitr (Festival of Breaking the Fast), a three-day celebration commemorating a month and spiritual growth.

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 April to be “Ramadan Month” in the City of Seaside.

Ian N. Oglesby, Mayor
April 21, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: April 21, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS
JEWISH AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve a proclamation recognizing May 2022, as Jewish American Heritage Month.

BACKGROUND

From our Nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people in the face of discrimination and adversity.

As we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists.

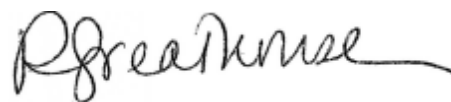
FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation Jewish American Heritage Month
-

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 PROCLAMATION



Jewish American Heritage Month

Commemorative Observance

WHEREAS, *This month, we honor Jewish Americans — past and present — who have inextricably woven their experience and their accomplishments into the fabric of our local and national identity; and*

WHEREAS, *from our Nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people even while in the face of discrimination and adversity; and*

WHEREAS, *as we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists; and*

WHEREAS, *The Jewish American experience is a story of faith, fortitude, and progress, it is also a story that is connected to key tenets of American identity, including our Nation's commitment to freedom of religion and conscience.*

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 May 2022 as Jewish American Heritage Month.*

Ian N. Oglesby, Mayor
April 21, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: April 21, 2022

SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS ASIAN PACIFIC HERITAGE MONTH

RECOMMENDATION

Approve a proclamation recognizing May 2022, as Asian Pacific Heritage Month.

BACKGROUND

Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992.

During Asian American and Pacific Islander Month, we acknowledge Asians and Pacific Islanders that live and work in the City of Seaside, contributing to our community's economy, culture, education, politics, arts, literature, science and technological developments.

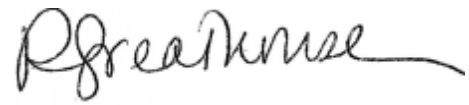
FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation Asian American and Pacific Islander Month
-

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 PROCLAMATION



Asian American and Pacific Islander Heritage Month Commemorative Observance

WHEREAS, *Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and*

WHEREAS, *The month of May was chosen as Asian Pacific American Heritage Month to commemorate the immigration of the first Japanese citizen, Nakahama Manjiro, to the United States on May 7, 1843, and also to commemorate the May 10, 1869 completion of the first Transcontinental Railroad, built with the back-breaking labor of nearly 20,000 Chinese immigrants; and*

WHEREAS, *Asian American and Pacific Islander Heritage Month seeks to honor and recognize the contributions of residents from Asia, India and the Pacific Islands; and*

WHEREAS, *during Asian American and Pacific Islander Heritage Month, we acknowledge Asians and Pacific Islanders that live and work in the City of Seaside, contributing to our community's economy, culture, education, politics, arts, literature, science and technological developments; and*

WHEREAS, *Whereas, Asian American Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology; innovative farmers and ranchers; distinguished lawyers, judges and government leaders; in the arts, literature, and sports; as war heroes who defended our country from fascism; and peacetime healthcare heroes currently on the front lines of the pandemic.*

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 May 2022 as Asian American and Pacific Islander Heritage Month.

Ian N. Oglesby, Mayor
April 21, 2022

City of Seaside PROCLAMATION



National Crime Victims' Rights Week In Recognition

WHEREAS, Millions of people in the United States are victims of crime every year. Some endure horrific acts of violence, some have personal possessions damaged or stolen, and others are defrauded or exploited financially; and

WHEREAS, Whatever the crime, many victims lose something that can never be fully recovered: a sense of trust and safety. Yet we find inspiration and hope in their stories of triumph over adversity and resilience in the wake of tragedy; and

WHEREAS, [National Crime Victims' Rights Week](#) (NCVRW) will be commemorated April 24–30, 2022, and during this time we support crime victims throughout Seaside and the United States and the many dedicated people who serve them; and

WHEREAS, The 2022 NCVRW theme is Rights, access, equity, for all victims. This year's theme underscores the importance of helping crime survivors find their justice by, enforcing victims' rights, expanding access to services, and ensuring equity and inclusion for all; and

WHEREAS, Every crime victim deserves justice and the assurance that their safety, wellbeing, and welfare will be protected. We must work together to prevent crimes and ensure that all victims have a place to turn, and the support they need to recover; and

WHEREAS, Seaside residents have access to [Local](#) and [County](#) resources to seek support if they are victims of a crime; 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 proclaim April 24-30, 2022, National Crime Victims' Rights Week in the City of Seaside.

Ian N. Oglesby, Mayor
April 21, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: April 21, 2022

**SUBJECT: APPROVE ENVIRONMENTAL SERVICES COOPERATIVE
AGREEMENT (ESCA) QUARTERLY REPORT**

RECOMMENDATION

Approve report as presented in the agenda packet.

BACKGROUND

The Fort Ord Reuse Authority (FORA) officially closed all operations on June 30, 2020. Prior to sunset, the City of Seaside and FORA entered into a Memorandum of Agreement nominating Seaside as FORA's Environmental Services Cooperative Agreement (ESCA) Successor-In-Interest (Successor). Seaside is now responsible to perform the remaining Long-Term Obligations (LTO) management responsibilities related to U.S. Army (Army) Munitions and Explosives of Concern (MEC) on ESCA property until June 30, 2028. A summary of the ESCA remediation program to date is provided below. A quarterly report is required to be prepared and submitted to the Army after review and acceptance by the City Council.

FORA ESCA Remediation Program Background:

In 2007, the Army and FORA entered into an agreement for Army-funded ESCA for the removal of remnant MEC on 3,340 acres of the former Fort Ord. Under the ESCA terms, the Army awarded FORA approximately \$98 million to perform Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into the Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (collectively referred to as regulatory agencies) defining FORA's contractual conditions to complete the Army remediation obligations for the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

The ESCA properties received Records of Decision (ROD) documenting controls required to protect public health and safety and Land Use Control Implementation Plan (LUCIP) / Operation and Maintenance Plan (OMP) implementation, operation and maintenance ROD controls tailored to individual site conditions and historic MEC use. The final ESCA LUCIP/OMP documents were accepted by the Army and Regulators in February 2019. These ESCA properties received the last EPA Remedial Action Completion letter in February 2019. The EPA issued a site-wide ESCA remedial completion certificate in April 2020.

Remedial Action Completion initiated the Army's long-term obligations on ESCA properties. To complete the ESCA and the AOC obligations, the Successor, Seaside, is required to complete a truncated series of tasks until the expiration in 2028 to include site investigation and monitoring, ensuring compliance with the land use controls for ESCA parcels by land holding jurisdictions, mitigation, monitoring, reporting for any potential or found munitions and explosives of concern, and public information and outreach regarding land use. Should any instances of MEC occur, the contractors of Arcadis, Inc., Weston Solutions, Inc. and Westcliffe Engineers, Inc. will assist with providing LTO support services.

ESCA QUARTERLY UPDATE

Staffing Updates: There are no significant staffing updates.

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. During a file audit, staff discovered that the ESCA properties were still showing FORA as the owner on the County Recorder's website. Coordination with the recorder/assessor's office and jurisdictions continues for corrections. Significant progress has been made to complete the Quit Claim Deeds that will convey the Comprehensive Environmental Response, Compensation and Liability Act warranties (not related to munitions) for several parcels transferred under the Finding of Suitability for Early Transfer, number 5.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager Meetings with all land holding jurisdictions, as well as the EPA and DTSC, to discuss and review projects, or other activities as outlined by the LUCIPs that are included with their properties. ESCA completed coordination of Pacific Gas and Electric drone inspections of high power (115kw) transmission lines located on ESCA properties in properties owned by Seaside, Monterey Peninsula College, Monterey County, and California State University Monterey Bay. ESCA reviewed the Monterey

Peninsula College Notice of Preparation of a Draft Environmental Impact Report for the Public Safety Training Center on the former Fort Ord.

ESCA initiated coordination to replace the Pollution Legal Liability insurance policy that will expire in 2024. ESCA also provided notification of another insurance policy that expired on March 31, 2022.

ESCA continued coordination for consistent signage of jurisdictional boundaries between ESCA lands. The installation of permanent signs depicting the City of Seaside logo and applicable prohibitions specific to Former Fort Ord lands was completed in the area of Parker Flats Rd. and Parker Flats Cutoff Rd. Additional signs identifying three gates on the former Fort Ord also received additional signs. The template for these gate signs has been shared with the other gate owners: Monterey County and Del Rey Oaks.

The coordination and scheduling of Property Manager ESCA "refresher" training (which includes on-site property visits and in-person meetings) is being rescheduled for April/May. Smaller, on-site presentations were provided to staff at Del Rey Oaks and at the California Central Coast Veterans Cemetery.

Based on the history of the former Fort Ord as an Army base, munitions can be encountered during the use of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the 3Rs of explosives safety – Recognize, Retreat, and Report. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free on-line training class at Fort Ord Safety.com. During a recent munitions discovery at a non-ESCA property, the 3Rs response (which resulted in detonation of the items by the Air Force Explosive Ordnance Detachment) was anecdotally credited to training taken at FortOrdSafety.com. Upon discovery, demolition operations stopped, the police and bomb squad responded, and all pyrotechnic items in the container were rendered inert through an on-site detonation. There were no injuries and there was minimal downtime to the demolition project. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord.

On behalf of Monterey Peninsula College, ESCA forwarded two documents: the (1) After Action Report Form: Soil Disturbance Activities for MRS-28 Aerial Survey Site Preparation and Survey Control Point Installation and (2) After Action Report Form: Soil Disturbing Activities for MRS-28 Wetland Delineation to the Army, US Environmental Protection Agency, and California Department of Toxic Substances Control. ESCA also submitted the final Construction Support Plan to the Army and regulatory agencies (EPA and DTSC) for the next phase of work for the Broadway By-Pass pipeline (Monterey County, Parker Flats Munitions Response Area).

The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA patrols also included debris removal.

ESCA participated in several significant Army outreach activities including: (1) updates for the February 11, 2022, Community Involvement Workshop, (2) updates at the February 11, 2022, BRAC Cleanup Team meeting for munitions response, a (3) presentation for the February 15, 2022 Army Technical Review Committee, as finally (4) as a participant at the Army's Annual Munitions Site Security meeting.

NEXT QUARTER GOALS

During the second quarter of 2022, the ESCA Program will be focusing on the following tasks.

- ESCA "refresher" training will be provided to the jurisdictions.
- Continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue coordination of tasks related to the Pollution Legal Liability insurance.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- The ESCA staff will continue follow-up of incidents of concern (i.e. pump track or BMX track).
- Army signature on the Remaining Army Comprehensive Environmental Response Compensation and Liability Act Warranty/Deed Release Quit Claim Deeds in Finding of Suitability to Transfer number is anticipated in late Spring.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED
TO THE JUNETEENTH 831 CULTURAL FESTIVAL AT LAGUNA
GRANDE PARK ON JUNE 18, 2022**

RECOMMENDATION

Approve a request from Juneteenth 831 request to co-sponsor their Cultural Festival at Laguna Grande Park on June 18, 2022, from 7:00 a.m. to dusk. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,194.00.

BACKGROUND

The Juneteenth 831 is requesting to hold their Juneteenth Cultural Festival on Saturday, June 18, 2022. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. This day is celebrated with performances (speakers, singers, dancers, etc.), a barbecue, watermelon, and red soda. They are able to provide their own insurance for their event. If the restrooms are not available in the park, they will provide portable restrooms and hand washing stations.

The organizers are requesting co-sponsorship and a fee waiver to waive fees associated with this event and use of the city's stage. Juneteenth Cultural Festival is open to the public and no fees will be charged. This application was reviewed by the City's Special Event Committee.

FISCAL IMPACT

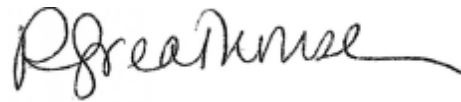
Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

Special Event Application Fee	\$ 110.00
Laguna Grande Park Rental Fee	\$ 114.00
Park Deposit	\$ 186.00
Bounce House Fee	\$ 32.00
<u>Public Works - Setup and Breakdown</u>	<u>\$ 752.00</u>
TOTAL	\$1,194.00

ATTACHMENTS

1. Juneteenth 831 Fee Waiver Request & Special Event Application
-

Reviewed for Submission to the City Council by:



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: June 16th 831
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: June 16th
Event Description: Cultural Festival
Event Date: 6/18/2022 Room(s) Requested: Laguna Grande Park
Time (including set-up): 7am - dusk Approximate Number of Guests:

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: no budget

Have you received a Fee Waiver in the past? ☐ Yes, the event was on ☒ No

What is your organization's tax identification number?

What percentage of your members or participants resides in Seaside? 80%

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: Rosalyn Green

Date: 3.30.22

(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**

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: Juneteenth 831

Name of Applicant: Rosalyn Green

Address: P.O. Box 327 City: Seaside State: CA

Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org

Day of Event Contact Name and Phone: June 18, 2022

EVENT INFORMATION:

Event Title: June teenth

Event Category:

☐ Athletic / Recreation

☐ Concert / Performance

☐ Circus

☒ Celebration / Festival

☐ Parade / March / Procession

☐ Dance

☐ Carnival

☒ Other: Cultural Festival

Event Date and Time: June 18, 2022 - 7am to dusk

Setup: _____ Event Start: _____ Event End: _____ Clean up: _____

Event Location: Laguna Grande Park

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.

Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery. This day is celebrated with performances (speakers, singers, dancers, etc.) barbecue, watermelon and red soda. Due to the pandemic...

Number of Participants: _____ Event Benefiting: _____

Federal ID # (if applicable): _____

☐ 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

Signs posted: _____

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 | ☐ 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? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: _____



**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):

Community leaders / resident leaders / student leaders
will be "staff" with posts to monitor crowd control.

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Method of trash collection/disposal and provision for additional sanitary facilities:

clean up team is established

Other pertinent information or special requests: Black owned businesses,
local businesses, grassroot orgs, voters registration
and sorority/fraternities will be tabling
and giving out information & resources.

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: _____

Rosalyn Z. [Signature]

Date: _____

3.30.22



**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:

3.30.22



**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: *Rosalyn J. Lee*

Date: 3.30.22

(For Office Use Only)

Authorization

- ☐ Building _____
- ☐ Planning _____
- ☐ Police _____
- ☐ Fire _____
- ☐ Finance _____

- ☐ Recreation _____
- ☐ Redevelopment _____
- ☐ Public Works _____
- ☐ County Health _____

Comments: _____



**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: Juneteenth 831
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside Zip: 93955
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org
☐ Resident ☐ Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: Cultural Celebration
Reservation Date(s): 6.18.2022 Times: (Available 8 AM-Dusk, 7am - 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

☒ Bounce House (additional fee) ☐ Cleaning Deposit*

Estimated Attendance: _____

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: _____

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: 3.30.22

(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.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED
TO THE SEASIDE SPORTS LEAGUE FATHER'S DAY BASH AT
LAGUNA GRANDE PARK ON JUNE 19, 2022**

RECOMMENDATION

Consider approving the request from Seaside Sports League to co-sponsor their Father's Day Bash at Laguna Grande Park on June 19, 2022, from 11:00 a.m. to 7:00 p.m. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,980.60.

BACKGROUND

Seaside Sports League is requesting co-sponsorship to waive all fees related to their Father's Day Bash at Laguna Granda Park on June 19, 2022 from 11:00 a.m to 7:00 p.m. A Special Event application was submitted and reviewed by staff and the Special Event Committee. The Seaside Sports League will have a stage with music that represents all the different cultures in the community. They will also have a variety of food and craft vendors. They are able to provide their own insurance for their event.

If the restrooms are not available in the park, they will provide portable restrooms and hand washing stations. They will be providing their own bleachers for the public. This is a free family-oriented event for the community.

They are also requesting the use of a portable stage, electrical access, 20 tables, 50 chairs, and 20 trash cans. They are requesting assistance from Public Works and the Recreation Department for these items. This is the first request from the Seaside Sports League for co-sponsorship of this event.

FISCAL IMPACT

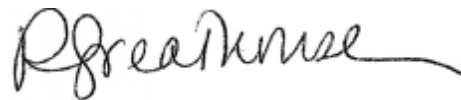
Should the City Council approve the request for co-sponsorship of the Seaside Sports League Father's Day Bash to waive all fees and costs, the approximate fiscal impact is as follows:

Special Event Application Fee	\$ 110.00
Laguna Grande Park Rental Fee	\$ 114.00
Park Deposit	\$ 186.00
Bounce House Fee	\$ 32.00
Public Works/Setup and Breakdown	\$ 752.00
<u>Portable Potties & Hand Wash Station Quote</u>	\$ 786.60
TOTAL	\$1,980.60

ATTACHMENTS

1. Seaside Sports League LLC- Fee Waiver Request & Special Event Application
2. Seaside Sports League LLC - Map
3. Seaside Sports League LLC - Insurance Quote
4. Seaside Sports League LLC - Portable Potties & Hand Wash Station Quote
5. Seaside Sports League LLC - Event Schedule

Reviewed for Submission to the City Council by:



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: Seaside Sports League
Name of Applicant: Andre Smith
Address: 915 Hilby Suite 23 City: Seaside State: CA
Phone: 831-864-8370 Email: seaside.sports.league@gmail.com

EVENT INFORMATION:

Event Title: Father's Day Bash
Event Description: Celebration of Father Day Bash
Event Date: June 19, 2022 Room(s) Requested: _____
Time (including set-up): 7am - 7pm Approximate Number of Guests: 300-500

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: _____

Have you received a Fee Waiver in the past? ☒ Yes, the event was on Kawana ☒ No

What is your organization's tax identification number? 202026711080

What percentage of your members or participants resides in Seaside? 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: Andre Smith

Date: 3-22-22

(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

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: Seaside Sports League LLC
Name of Applicant: Andre Smith
Address: 915 Hilby Suite 23 City: Seaside State: Ca
Phone: 831-869-8370 Email: seaside.sports.league@gmail.com
Day of Event Contact Name and Phone: Same as above

EVENT INFORMATION:

Event Title: Father's Day Bash

Event Category:

- ☐ Athletic / Recreation ☒ Concert / Performance ☐ Circus
☒ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: Kids Area Bounce House etc.

Event Date and Time: June 19th 2022 11:00am - 7pm
Setup: 7am Event Start: 11am Event End: 7pm Clean up: until 9pm
Sat & Sun
Event Location: La Guna Grande Park

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.

Celebrating Father's Day with as many families as possible. Our Theme is Family Reunion. We'll have a stage with music that represents the cultures we have in Seaside. Plus food & crafts Booth.
Number of Participants: 300-500 Event Benefiting: Seaside Sports League

Federal ID # (if applicable): 202026711080

☐ 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?

Flyers, Posters, Internet
T.V Radio

Signs posted:

Yes

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

☒ Cooking fuel

☒ Tents

☒ Banners

☒ Barricades

☐ Other: Stage 20x20 @ wings for speakers

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? 30-40 (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☒ Yes ☐ No

Will alcohol be sold? (If yes, please attach ABC license)

☒ Yes ☐ No

Parking arrangements:

Parking lots, city streets



**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):

Uniform Security - internal stage security

Security Organization (if required - please attach security contract):

T.B.D.

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Public Works, Recreation

Fire Dept - If they want a booth at the event

Method of trash collection/disposal and provision for additional sanitary facilities:

We will have a cleaning crew during the event as well as after.

Other pertinent information or special requests: Clean Field / Geese Poop
We would like to move the stage to the opposite
end of Grass Area.

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:

3-15-22



**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):

Uniform Security - internal stage security

Security Organization (if required - please attach security contract):

T.B.D.

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Public Works, Recreation
(Fire Dept - Both in they want one at their event)

Method of trash collection/disposal and provision for additional sanitary facilities:

We will have a cleaning crew during the event as well as after.

Other pertinent information or special requests: Clean Field / Geese Poop.
We would like to move the stage to the opposite end of Grass Area.

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: _____

[Handwritten Signature]

Date: _____

3-15-22



**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.

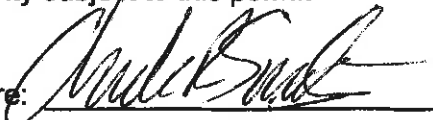
PROVISIONS

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: 3-15-22



**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, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: State Farm Insurance Agent: Mike Must
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: Chad Bruto Date: 3-15-22

.....
(For Office Use Only)

Authorization

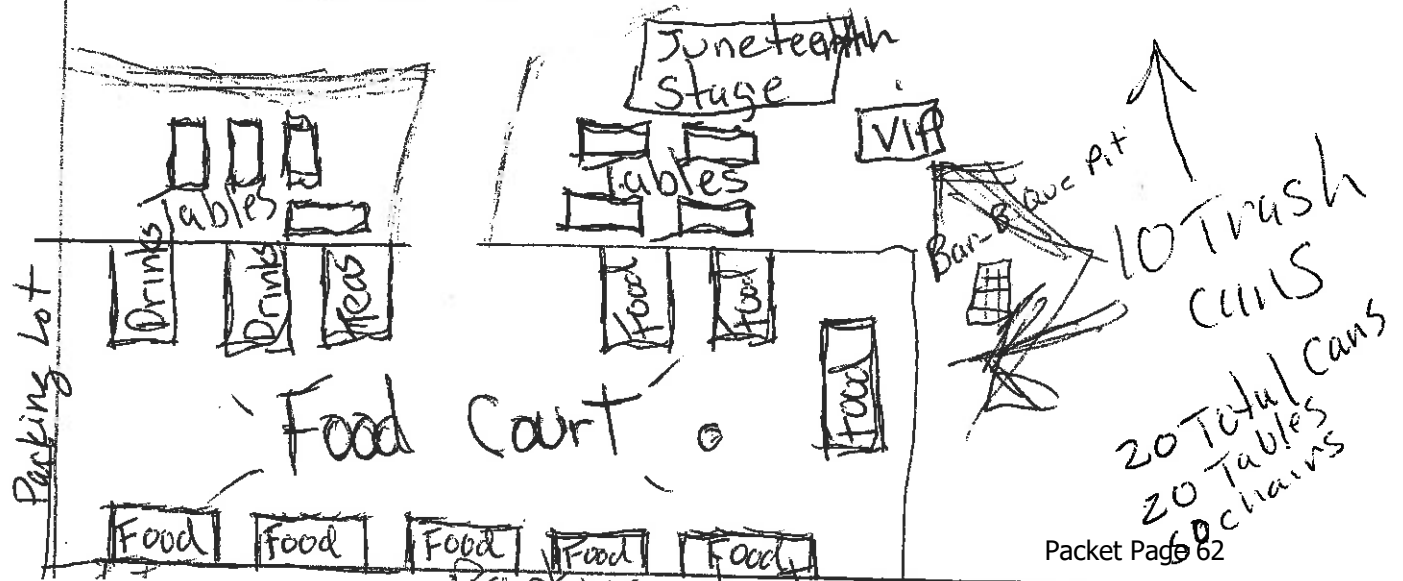
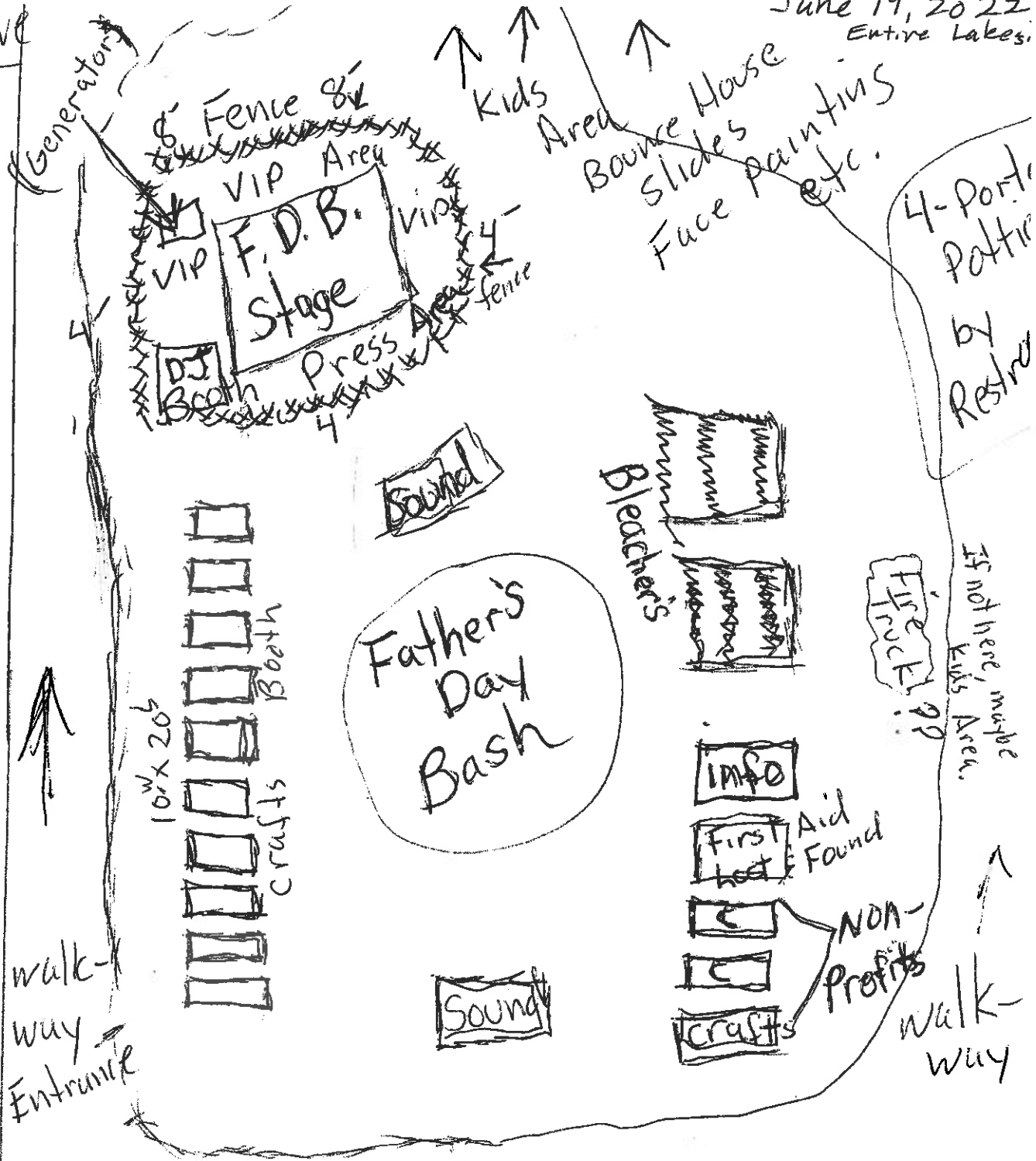
- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____

Hilby Ave

June 19, 2022
Entire Lakeside

← Canyon Del Rey →



Hilly Ave

June 19, 2022
Entire Lakes

(Generators)

8' Fence 8' x 4'
VIP Area
F.D.B. Stage
VIP Booth
Press Area
4' fence

Kids Area

Bounce House
Slides
Face painting
etc.

4-Port.
Potties
by Restroom

Sound

Father's Day Bash

Bleachers

Fire Truck??

If not here, maybe
Kids Area.

10' x 20'
Booth
Crafts

Info

First Aid Found

Non-Profits
Crafts

Sound

walk-way

walk-way
Entrance

June 19th Stage

Tables

VIP

Bar-B-Que Pit

10 Trash
cans
20 Total Cans
20 Tables
60 chairs

Food Court

Parking lot

Drinks
Tables
Meats

Food

Food

Food Food Food Food Food



canyon del Rey



Event Insurance Price Quote

Special Event Coverage



[Click Here to Edit or Purchase](#)

Quote# **757814** | Prepared On **04/06/2022**

COVERAGE DETAILS

Quote Estimate Prepared For

Andre Smith

seasidesportsleague@gmail.com

Event Details

Coverage Type: Liability Insurance

Number of Attendees: 1000

Event/Vendor Type: Holiday Party

Event Start Date: 06/19/2022

Event Location: CA

Event End Date: 06/19/2022

Special Event Liability Insurance

Special Event Liability Coverage: Yes

Liquor Coverage: Host Liquor

Liability Coverage Limits: \$1,000,000/\$2,000,000

Medical Payments Limits: \$1,000

Damage to Rented Premises Limits: \$100,000

Event Cancellation Insurance

Cancellation or Postponement Coverage: No

Eligibility Questions

Will the event end after 2AM any day:

Will the event feature bounce houses, inflatables, live animals, fireworks or pyrotechnics:

Will the event feature any of the following:

Trampolines, rock climbing walls, roller coasters, amusement devices, carnival rides, bungee jumping, hang gliding, skydiving, parachuting, parasailing, hot air balloon rides, aircrafts, motorsports, skateboarding, skiing, temporary structures, haunted houses, water events, water slides, overnight activities.

Firearms, knives or weapons of any kind, Cannabis/CBD/Hemp, open flames (candles and sparklers excluded).

Musical performance with the following genres: Electronic Dance, Heavy Metal, High Profile Performer, Hip Hop, Punk Rock, Rap or Rock.

Will the event be held at a private residence:

Has there ever been a loss or claim at this event before:

Event Location / Additional Insured Information

Event Location

Additional Insured

CA

CA

Waiver of Subrogation: No

Primary & Non-Contributory Wording: No

QUOTE# 757814

Special Event Liability Insurance **\$121.20**

State Tax **\$3.64**

Policy Fee **\$57.50**

AMOUNT DUE \$182.34

COVERAGE LIMITS

Carrier **Houston Casualty Company**

Deductible **\$0**

Special Event Liability Insurance

Each Occurrence **\$1,000,000**

Personal & Advertising **\$1,000,000**

Injury

Products Aggregate **\$1,000,000**

General Aggregate **\$2,000,000**

Medical Payments **\$1,000**

Damage to Rented Premises **\$100,000**

Liquor Liability **Host Included**

Additional Insured(s) **Included**

Waiver of Subrogation **Not Included**

Primary & Non-Contributory Wording **Not Included**

#1 FOR EVENT INSURANCE

Backed by Highly Rated Insurance Carriers - This policy is insured by Houston Casualty Company.

INVOICE
Event

C&A Portable Potties Service, LLC

563 Auto Center Dr. Suite 205

Watsonville, CA 95076

(831) 728-2269

Fax (831) 728-2255

caportablepotties@yahoo.com

Bill Date: **June/19/2022**

Bill To: Seaside Sports League

Attention: Andre Smith

Description of Services Provided:

Date	Description	Locations	Amount
6/19/2022	Four Standard portable toilets @ \$120.00	Laguna Grande Park Seaside	\$480.00
6/19/2022	One Handicap portable toilet	Laguna Grande Park Seaside	\$160.00
6/19/2022	One sink station	Laguna Grande Park Seaside	\$80.00
		Tax 9.25%	\$66.60
		Total	\$786.60

Please Return Bottom Portion With Your Payment

INVOICE Event

Bill Due Date **June/19/2022**

Amount Due **\$786.60**

Please Indicate
Amount Paid

Make Check Payable To:

C&A Portable Potties Service, LLC

563 Auto Center Dr. Suite 205

Watsonville, CA 95076

*Please do not mail cash

Father's Day Bash

* 6am - 11:am - Staff, and Volunteer's set-up all grounds plus stages and stages are

* 6am - 8am - Food Vendor's check-in and set-up on the paved parking lot area.
(8-12 vendors) including coffee's etc.

* 8am - 10am - Kids Area set-up on grass area by the swings. Bounce House slides, Face Painting, games, etc.
ice cream truck etc. etc.

* 8am - ^(they are providing the bleachers)
- Bleachers arrive, Fence arrive, Generator arrives and any other hardware that may be needed to assist the event. Tables, chairs etc.

* 8am - 10am - Crafts Vendors set-up on grass area ~~at~~ ~~crafts~~ between stages. (15-20)

* 10am - all vehicles off the grass area.

* 10am - Uniform Security checks in ~~(4 officers)~~

F.D.B.

* 11:00 am - ~~Event~~ begins: Through out the 7pm event we will alternate entertainment on both stages to represent our local culture as well as a headliner for the event.

* 7pm - Clean-up crew.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: APPROVE CO-SPONSORSHIP OF CENTRAL COAST MODEL
BOATER'S 50TH ANNIVERSARY NAMBA CHAMPIONSHIP AT
ROBERTS LAKE FROM OCTOBER 15 - OCTOBER 22, 2022**

RECOMMENDATION

Approve a request from Central Coast Model Boaters to co-sponsor their 50th Anniversary Namba Championship at Roberts Lake from October 15, 2022 - October 22, 2022 from 8:00 a.m. to 5:00 p.m. Approval of this item will result in a waiver of all fees and costs in the approximate amount of \$1,209.00.

BACKGROUND

The Central Coast Model Boaters are requesting co-sponsorship to waive all fees related to their 50th Anniversary Namba Championship at Roberts Lake from October 15 - October 22, 2022. They will do their set up starting on October 12, 2022, and they will be cleaning up on October 23, 2022. A Special Event application was submitted and reviewed by staff and the Special Event Committee.

Roberts Lake is no stranger to the National Championships. It was first held in 1977 and again in 1992. Many great racers have come from these events and they are looking to spawn a generation of champions this year. Throughout the years, Central Coast Model Boaters have hosted model boat races at Roberts Lake annually. People from all over the globe come to these events. Their model boat races are free and open to the public.

FISCAL IMPACT

Should the City Council approve the request for co-sponsorship of the Central Coast Model Boaters' 50th Anniversary Namba Championship to waive all fees and costs, the approximate fiscal impact is as follows:

Public Works	\$ 500.00
<u>Roberts Lake Fee</u>	<u>\$ 709.00</u>
TOTAL	\$1,209.00

ATTACHMENTS

1. Central Coast Model Boaters Fee Wavier & Special App October 15-22 2022
 2. Central Coast Model Boaters Membership Cards 2022
 3. Central Coast Model Boaters Insurance 2022
 4. Central Coast Model Boaters Road Closure Permit October 2022
 5. Central Coast Model Boaters Approval from Hampton Inn Monterey - October 2022
-

Reviewed for Submission to the City Council by:



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: CENTRAL COAST MODEL BOATERS
Name of Applicant: BOB TUTTLE
Address: 181 MAR VISTA City: APTOS State: CA
Phone: 831-419-3050 Email: DHITMARINE21@YAHOO.COM

EVENT INFORMATION:

Event Title: 50TH ANNIVERSARY NAMBA CHAMPIONSHIP
Event Description: WEEK LONG ANNUAL NATIONAL RACE
Event Date: 10/12 - 23/2022 Room(s) Requested: _____
Time (including set-up): 8am - 5pm Approximate Number of Guests: 100

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: TO HELP MAKE THIS 50TH NATIONALS AMAZING. HELP WITH COSTS
Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No
What is your organization's tax identification number? 87-3965214
What percentage of your members or participants resides in Seaside? 10%
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: 2/19/2022

(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
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: CENTRAL COAST M.B.
Name of Applicant: BOB TUTTLE
Address: 181 MAR VISTA DR City: APTOS Zip: 95003
Phone: 831-419-3050 Email: ~~BHTMARINE21@YAHOO.COM~~
YRHTMARINE21@YAHOO.COM
☐ Resident ☐ Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: MODEL BOAT RACES
Reservation Date(s): 10/12-22/2022 Times: (Available 8 AM-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)
Do you intend to use the BBQ pits?

- ☐ Yes ☒ No
☐ Yes ☒ No

- ☐ Bounce House (additional fee) ☐ Cleaning Deposit*

Estimated Attendance: 50-100

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: RT

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: RT

Date: 2/19/2022

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**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: CENTRAL COAST MB
Name of Applicant: BOB TUTTLE
Address: 181 MAR VISTA DR City: APTOS State: CA.
Phone: 831-419-3050 Email: RHTMARINE21@YAHOO.COM
Day of Event Contact Name and Phone: BOB TUTTLE 831-419-3050

EVENT INFORMATION:

Event Title: 50TH ANNIVERSARY NAMBA CHAMPIONSHIPS

Event Category:

- ☐ Athletic / Recreation
☐ Celebration / Festival
☐ Carnival

- ☐ Concert / Performance
☐ Parade / March / Procession

- ☐ Circus
☐ Dance

☒ Other: MODEL BOAT RACES

Event Date and Time: 10/10-22/2022

Setup:

Event Start: 8am

Event End: 5pm

Clean up:

10/23/22

WE WILL SET UP 11/12/2022

Event Location:

ROBERTS LAKE

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.

WE HAVE HOSTED MANY MODEL BOAT RACES AT ROBERTS LAKE, BUT THIS IS A HUGE EVENT CELEBRATING 50 YEARS. PEOPLE FROM ALL OVER THE GLOBE WILL BE HERE TO DATE

Number of Participants: 50-100

Event Benefiting: NON PROFIT

Federal ID # (if applicable): _____



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

☐ 501 C(3) ☐ 501 C(6) ☒ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No

Is the event open to the public? ☐ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

CONSTANTS PRE ENTER TO RACE,

How will the event be advertised and promoted? NEWS PAPER, BANNERS

Signs posted: WE WILL BANNERS UP AROUND
ROBERTS LAKE

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 ☐ Cooking fuel
☐ Tents ☒ Banners ☒ Barricades

☐ Other: THERE WILL BE TRAILERS & RVs
AT THE SITE

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? _____ (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

WE SELL COMMEMORATIVE TEE SHIRTS

Describe Merchandise

SHIRTS, HATS, ETC.

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? (If yes, please attach ABC license)

☐ Yes ☒ No



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Parking arrangements: WE WILL CLOSE ROBERTS AVE
PER SEASIDE/MONTEREY/HAMPTON INN.

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

WE WILL HAVE SECURITY TO WATCH
EQUIPMENT.

Security Organization (if required - please attach security contract):

NOT SURE AT THIS TIME

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

PUBLIC WORKS, POLICE TO MONITOR THE
AREA

Method of trash collection/disposal and provision for additional sanitary facilities:

NORMAL PARKS CANS.

Other pertinent information or special requests: _____

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.



SEASIDE
CALIFORNIA

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Applicant Signature: _____

[Handwritten Signature]

Date: _____

02
11/19/2022



**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: _____

02
11/19/2021



**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, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: TRAVELERS
Phone Number: (406) 303-6088

Insurance Agent: LISA KOHLMAN
Policy Number: 1-660-5864677-T1L-22

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: [Signature]

Date: 02/19/2022

(For Office Use Only)

Authorization

- ☐ Building _____
- ☐ Planning _____
- ☐ Police _____
- ☐ Fire _____
- ☐ Finance _____

- ☐ Recreation _____
- ☐ Redevelopment _____
- ☐ Public Works _____
- ☐ County Health _____

Comments: _____



North American Model Boat Association

Jeff Robert Tuttle
181 Mar Vista Dr
Aptos, CA 95003
Central Coast Model Boaters

Expires : 12/31/2022 Membership No : 246



North American Model Boat Association

Brad David Tuttle
181 Mar Vista Drive
Aptos, CA 95003
Central Coast Model Boaters

Expires : 12/31/2022 Membership No : 250



North American Model Boat Association

Robert H Tuttle
181 Mar Vista Drive
Aptos, CA 95003
Central Coast Model Boaters

Expires : 12/31/2022 Membership No : 276

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).

25574

INDEPENDENT

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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: JACOBU RM. Additional Remarks Schedule may be attached if more space is required.
Site: Robert Lake, Robert Ave, Seaside CA 93055. Use of Roberts Lake for the Model Boat Races per the Special Event Application
The City of Seaside, its Officers, Employees, and Agents
FORM D1 56 02 19 / General Liability XTEND Endorsement pdf Attached.

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

Rene Levesque

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured – Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of Leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. **WHO IS AN INSURED (Section II) Item 4.a.** is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
 A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.
2. This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):
 "Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):
 (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages) is deleted and replaced by the following:
 (This insurance does not apply to:)
Contractual Liability
 "Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

H. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" (DEFINITIONS - Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I - Coverages):
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The Insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I - Coverages) is deleted and replaced by the following:
(2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (Section I - Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II -- Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II -- Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2, Exclusions of COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.



**ASSEMBLY, STREET CLOSURE, PARADE, AMPLIFIED
SOUND OR RACE PERMIT APPLICATION**

www.monterey.org/events

Check all that is applicable to describe your event:

Assembly ☐ Street Closure ☒ Parade ☐ Block Party ☐ Amplified Sound ☐ Race ☐

PLEASE NOTE: IF YOUR EVENT IS IN A CITY PARK OR ON THE RECREATION TRAIL, THEN PLEASE COMPLETE THE RECREATION PERMIT INSTEAD.

Date of Event 10/12-10/23/22 Start Time 8:00 AM End Time 5:00 PM

Location Roberts Lake Seaside

Organization Central Coast Model Boaters

Address 181 Mar Vista Drive Aptos, CA 95003

Phone (day) 831-419-3050 (evening) _____

Purpose of organization (briefly)

50th Anniversary of Namba National Boat Race

Person in charge Bob Tuttle Phone 831-419-3050

Address 181 Mar Vista Drive Aptos, CA 95003

How many participants do you expect? 60

Will you be using monitors for any purpose and, if so, how many and how will they be identified?

No

Briefly describe sound equipment, if applicable:

PA System

Approval for amplified sound equipment may be revoked by any Monterey Police Officer, if it is the officer's judgment that the amplified sound is above the acceptable level.

Other applicable information:

**THIS APPLICATION BECOMES AN APPROVED PERMIT ONCE SIGNED
BY AN AUTHORIZED CITY MANAGER STAFF MEMBER**

3.5.22

Date

R. Tuttle

Signature of Applicant

3.14.2022

Date

Paige Weaver

Permit Approved by

WAIVER AND HOLD HARMLESS

Permittee waives any and all claims against the City of Monterey, 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 assumes the risk of all damage, loss, cost, and expense. Permittee agrees to hold harmless, indemnify, and defend the City, its officers, agents, and employees, from any and all claims, suits, or actions made or brought against the City for death or injury to persons or destruction of property, loss, damage or liability which may be suffered or incurred by the City, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence or willful misconduct of the City.

Permittee shall provide a Certificate of Liability Insurance in the amount of \$1 million per occurrence, that indicates the insurance is primary, and provide an additional insured endorsement naming the following as insured:

City of Monterey, its officers, employees and agents
City Manager's Office
580 Pacific Street
Monterey, CA 93940

The City shall have the privilege of inspecting the premises covered by this permit at any or all times. The City may terminate this permit at any time, if permittee fails to perform any covenant herein contained at the time and in the manner herein provided, or if deemed necessary for the public welfare. The 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, age, national origin or disability.

Permittee agrees to comply with the terms and conditions contained in the attached Exhibit(s), which terms and conditions are by this reference made a part thereof.

The permittee hereby agrees to comply with all the rules and regulations of the City of Monterey and the facility or institution subject to this permit.

Permit must be kept on site at all times.

COMPANY REPRESENTATIVE: Robert Tuttle DATE: 3.5.22

APPROVED / DENIED BY: Paige Weaver DATE: 3.14.2022

For internal use only

Copy to Permit to Operations: ☐ Date _____

Service Request ☐

Parks & Recreation notified: ☐ Date _____

Service Request ☐

Parking notified: ☐ Date _____

Public Works notified: ☐ Date _____



Monterey City Hall
580 Pacific Street
Monterey, CA 93940

March 7th, 2022

To Whom It May Concern:

This letter is in regards to the model boat event taking place October 12th – October 22nd. We happily grant our approval for Robert Tuttle and the Central Coast Model Boaters to block off Roberts Avenue for these dates, provided they allow access for our guests to enter and exit both driveways of our parking lot (within 300 feet of the corner of Roberts Avenue and Del Monte Avenue) as they have done without issue in prior years.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Aronson", is written over a horizontal line.

Jason Aronson
Hampton Inn Monterey
(831) 359-2509



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS
ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD
THEIR SIXTH ANNUAL PALENKE ARTS FESTIVAL**

RECOMMENDATION

Approve a request from Palenke Arts for a fee waiver in the amount of \$1,162.00 related to their Sixth Annual Arts Festival at Laguna Grande Park on June 05, 2022.

BACKGROUND

The Palenke Arts Organization is proposing to hold their Sixth Palenke Arts Festival event on June 05, 2022. The organization's mission is to educate and inspire the community of Seaside through the arts and is comprised of a community of multicultural interdisciplinary arts, performers, students, educators, and community members who want to transcend their individual differences, and build a better community through the arts. The festival will be a celebration of the arts in the City of Seaside.

They are requesting a fee waiver to waive fees associated with this event and use of the City's stage. The Sixth Annual Palenke Arts festival is open to the public and no fees will be charged. Their application was reviewed by the Special Event Committee.

FISCAL IMPACT

Should the City Council approve the request for full fee waiver for the event, the approximate fiscal impact is as follows:

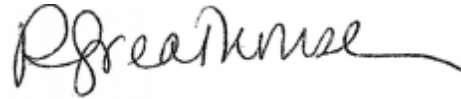
Special Event Application Fee	\$110.00
-------------------------------	----------

Laguna Grande Park Fees	\$114.00
Park Deposit	\$186.00
<u>Public Works Set-up and Breakdown</u>	<u>\$752.00</u>
TOTAL	\$1,162.00

ATTACHMENTS

1. Palenke Arts Fee Waiver Request & Special Event Application 2022
-

Reviewed for Submission to the City Council by:



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: Palestine Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-899-9909 Email: info@palestinearts.org 93955

EVENT INFORMATION:

Event Title: 6th Annual Palestine Arts Festival
Event Description: A FREE multicultural celebration of the arts
Event Date: 6/5/22 Room(s) Requested: LAGUNA GRANDE for the
PARK (LAKESIDE) whole
Time (including set-up): 9 - 5 Approximate Number of Guests: 300 family

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Free event / great benefit for the community

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 11/1/21 ☐ No

What is your organization's tax identification number? 82-1786480

What percentage of your members or participants resides in Seaside? 95%

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: 3/7/22

(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.**



Date: March 08, 2022

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

CONTACT INFORMATION:

Organization:

PALANKE ARTS

Name of Applicant:

Juan L. Sanchez, F.P.

Address: 1713 Broadway Ave. City:

Seaside State: CA

Phone: 831-899-9909 Email: juansanchez@hotmail.com

Day of Event Contact Name and Phone:

Juan L. Sanchez . 831-333-6612

EVENT INFORMATION:

Event Title: 6th Annual Palanke Arts Festival

Event Category:

- ☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☒ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other:

Event Date and Time:

June 5, 2022 12-4

Setup: 9 am	Event Start: 12 pm	Event End: 4 pm	Clean up: 5:30 pm
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Event Location:

Laguna Grande Park (Lakeside stage)

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.

The Palenque Arts Festival is a free multicultural arts celebration for the city of Seaside. As part of the event, there will be performances by our student ensembles (Drumming, hip hop, ballet folklórico, chorus, jazz) as well as professional performers, art booths, activities for the little ones, community booths, etc.

Number of Participants: 300	Event Benefiting: City of Seaside
Federal ID # (if applicable): 82-1786480	
☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other:	

Will admission be charged? • Yes, tickets cost:

• ☒ No

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, newsletter + radio + TV

Signs posted:

Special equipment to be used for proposed event: (List all electrical needs you may require)

- ☐ P.A. System ☐ Generator(s) ☐ Amplified sound / music
2 x ☒ Booths ☐ Bleachers ☐ Cooking fuel
2 x ☒ Tents ☐ Banners ☐ Barricades

☐ Other:

☒ Stage, "spider" transformer for electrical box, 8 chairs, 3 tables, 2 tents

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? 1 (For-profit vendors must have business license on file with the City)

(food truck)
no vendor reg

Vendor Name

Vendor Address

Community Booths - MST - CSUMB, BHC -
City of Seaside

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? (If yes, please attach ABC license)

☐ Yes ☒ No

Parking arrangements:

We'd like to request that lot behind the stage be used for staff + load-in for artists

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Our site coordinator will call Seaside PD
as needed.

Security Organization (if required - please attach security
contract):

N/A

What City services do you anticipate you will need? (i.e.
Police, Fire, Public Works, etc.)

stage + power box

Public Works for setting up (+ PLEASE
clean up the ~~goose~~ debris - with their machines)

Method of trash collection/disposal and provision for
additional sanitary facilities:

We'd like additional trash cans
placed around the perimeter.
our volunteers will do pick up throughout
the event.

Other pertinent information or special requests:

N/A

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: 3/17/22

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: 3/17/22

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:

Madkey + Madkey Insurance

Phone Number:

805-801-6628

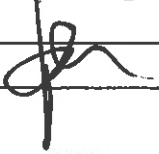
Insurance Agent:

Policy Number:

Matt Cleveland

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:

3/17/22

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments:

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL BASEBALL TEAM**

RECOMMENDATION

Approve a request from Seaside High School Baseball Team for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of new equipment and baseball uniforms.

BACKGROUND

The Seaside High School Baseball Team is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing nets for the batting cages, a pitching machine, balls, gloves, uniforms, helmets, and bats.

The Seaside High School Baseball Team purchases healthy food and recyclable items to be sold at the snack bar. The student athletes clean up the facilities and recycle plastic bottles and aluminum cans. They promote the practice of using reusable containers and water bottles.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the May 03, 2018 City Council meeting, which was before the requirement to submit a closing report was in place.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is

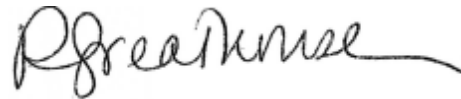
\$27,100.73. If the City Council approves this request, the balance will drop to \$24,100.73.

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

ATTACHMENTS

1. MYF Seaside High School Boys Baseball 2022
 2. W-9 Seaside High School Baseball Team 2022
-

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

MAYOR'S YOUTH FUND POLICY

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

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

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

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

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

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

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

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Mayor's Youth Fund Contribution Request

Prior to completing this request please, review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside High School Baseball Program

Address: 2200 Noche Buena St.

Email: eddievalero@yahoo.com

Phone Number: Home _____ Work _____ Cell 831-521-7739

Name of Individual: Eddie Valero, Varsity Coach

% Residents or Students of Seaside: 100 %

of Participants: 28

Ages: 14-18 years old

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic _____
Athletic ✓
Music _____
Environmental _____
Art _____

Is funding a reward for one of these activities?

Funding will be used towards uniforms and equipment

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary) Baseball Program

Baseball equipment: nets, pitching machine, balls, gloves, bags for the team
Uniforms, helmets, bats

MAJOR NECESSITY: FIX ELECTRONIC SCOREBOARD

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. PURCHASE & SALES OF HEALTHY & RECYCLABLE ITEMS FOR SALE AT SNACK BAR. CLEAN UP OF FACILITIES

AND RECYCLING OF APPROPRIATE MATERIALS (E.G. PLASTIC BOTTLES, ALUMINUM CANS, ETC.) TO AUGMENT FUNDS FOR EQUIPMENT.
PROMOTING THE PRACTICE AND USE OF REUSABLE CONTAINERS, WATER BOTTLES, ETC.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

Snack bar @ home games.

*Total Amount Requested: (See Contribution limits) \$3000.00

Funding Requirements

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

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council:_____

Name of Organization:_____

Contact:_____

Address:_____

Email/Phone:_____

Amount of Donation Received:_____

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

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

Signature:_____

Date:_____

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ K-12 School District

5 Address (number, street, and apt. or suite no.) See instructions.

700 Pacific Street/P.O. Box 1031

6 City, state, and ZIP code

Monterey, California 93942-1031

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

 - -

or

Employer identification number

77 - 0320712

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: April 21, 2022

SUBJECT: APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH RAIMI + ASSOCIATES, INC. TO COMPLETE THE CITY'S HOUSING ELEMENT, TO ADD AN AMOUNT NOT TO EXCEED \$180,000.00

RECOMMENDATION

Authorize the City Manager to amend the Professional Services Agreement with Raimi + Associates to expend up to \$180,000.00 for Raimi and Associates and its sub-consultants to complete the tasks necessary to draft, adopt, and certify the City's 6th Cycle Housing Element.

BACKGROUND

Raimi + Associates were contracted to complete the City's 2040 General Plan updates. Their original budget included updates to the 5th Cycle Housing Element which is part of the General Plan. However, now that several years have passed since the General Plan update process began, the City is now required to submit its 6th Cycle Housing Element to HCD by December 2023. Raimi + Associates' budget does not include funds to complete the 6th Cycle Housing Element.

Staff is recommending that the Council add an amount not to exceed \$180,000 for Raimi + Associates and its sub-consultants to complete the tasks necessary to draft, adopt, and certify the City's 6th Cycle Housing Element.

FISCAL IMPACT

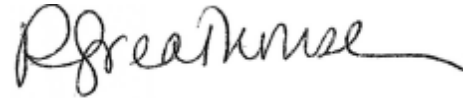
Up to \$180,000 will be expended from the General Fund to cover the costs necessary to

prepare and certify the City's Housing Element. The additional cost has been adjusted in the mid-year budget.

ATTACHMENTS

1. Rami and Assoc._General Plan 4th Contract Amendment_4-2022
 2. 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

FOURTH AMENDMENT TO
CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount not to exceed \$180,000 for time expended and costs incurred to complete the tasks necessary to draft, adopt, and certify the City's Housing Element. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. Paragraph 1. entitled "TERM" is hereby amended as follows:

The term of the Agreement as specified in Paragraph 1 is extended through June 30, 2023.

3. City and Consultant agree that all other terms and conditions as set forth in the Professional Services Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Fourth Amendment to the City of Seaside Professional Services Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this ____ day of April, 2022.

CITY OF SEASIDE

RAIMI + ASSOCIATES, INC

By: _____
Roberta Greathouse, Acting City Manager

By: _____
Matt Raimi, President and CEO

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
WITH RAIMI + ASSOCIATES, INC. TO COMPLETE THE CITY'S HOUSING
ELEMENT, TO ADD AN AMOUNT NOT TO EXCEED \$180,000.00**

WHEREAS, In 2015, Raimi + Associates were contracted to complete the City's 2040 General Plan updates and an Environmental Impact Report, and

WHEREAS, The State of California requires the City to update the General Plan and subsequent environmental documents every 5 years; and

WHEREAS, The Draft Environmental Impact Report was created and extensive legal review became necessary, in part, to maintain progress on the Campus Town project. Ultimately, it was determined that the Campus Town project should move forward, ahead of the General Plan update, and

WHEREAS, The City Council approved the Campus Town project at the last in-person meeting of 2020, and COVID-19 pandemic related budget actions and public outreach challenges effectively placed the General Plan Update on hiatus, and

WHEREAS, Raimi + Associates' original budget included updates to the 5th Cycle Housing Element which is part of the General Plan. However, now that several years have passed since the General Plan update process began, the City is now required to submit its 6th Cycle Housing Element to the California Department of Housing and Community Development (HCD) by December 2023. Raimi + Associates' budget does not include funds to complete the 6th Cycle Housing Element.

NOW, THEREFORE, BE IT RESOLVED the City of Seaside authorizes the City Manager or designee to execute a 4th contract amendment, including any non-substantive changes, with Raimi + Associates adding an amount not to exceed \$180,000 in additional funds, which are sourced from the City of Seaside's General Fund, and adjusted in the mid-year budget, to complete the tasks necessary to draft, adopt, and certify the City's 6th Cycle Housing Element.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 21st day of April, 2022 by the following vote:

AYES: ____ COUNCIL/AGENCY MEMBERS
NOES: ____ COUNCIL/AGENCY MEMBERS
ABSENT: ____ COUNCIL/AGENCY MEMBERS
ABSTAIN: ____ COUNCIL/AGENCY MEMBERS

Ian N. Olglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.P.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITY'S DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT, AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$592,421.00, AND MAKING THE APPROPRIATE GENERAL FUND BUDGET ADJUSTMENT

RECOMMENDATION

Adopt a resolution:

1. Approving the plans and specifications for the Del Monte Manor Low Impact Development (L.I.D.) Improvement Project;
2. Appropriating \$290,000.00 from the General Fund to the project budget;
3. Awarding a construction agreement to Monterey Peninsula Engineering (MPE) for an amount not to exceed \$592,421.00;
4. Establishing a 12% construction contingency for a total project construction amount not to exceed of \$663,511.52; and
5. Authorizing the City Manager to execute the construction agreement, 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

The Del Monte Manor (Manor) apartment complex is located at 1566 Yosemite Street. The City of Seaside owns and operates a drainage easement at the southwest corner of the property. This drainage basin in the area receives larger volumes of water on a more frequent basis than it can handle in intense storms.

The Del Monte Manor Park Low Impact Development (L.I.D.) Improvement Project

reconstructs a portion of an existing drainage detention basin located on the parcel's southwestern corner with stormwater capture and treatment facilities. The project regrades the existing detention basin, and constructs a bioswale with subsurface infiltration features. When necessary, overflow from the system discharges to piping to the existing storm drain system nearby on Yosemite Street. This will mitigate flood impacts to the playground and open space area to provide much needed recreational space for the Manor residents.

The design was completed and the project was released for construction bids on February 10, 2022, and bids were opened on March 21, 2022. Bids were received from five contractors as follows:

Contractor	Bid
Monterey Peninsula Engineering	\$592,421.00
Bothman Construction	\$862,808.00
Granite Construction	\$711,116.00
Norcal Contractor	\$469,244.17

Based upon evaluation of the bid documents received, it was determined that the lowest bid from Norcal Contractor was found to be unresponsive because they did not sign the statement of qualifications. Monterey Peninsula Engineering is the lowest responsive and responsible bidder, with a total base bid plus alternative of \$592,421.00. Monterey Peninsula Engineering has satisfactorily completed similar work projects to the Del Monte Manor L.I.D. Improvement Project for other municipalities. Staff recommends a construction agreement 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 site 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 \$592,421.00. In addition, a construction agreement contingency of 12%, or \$71,090.52, is necessary for expenses from unforeseeable issues that arise during construction.

The adopted fiscal year 2021/22 budget for the Del Monte Manor L.I.D. Improvement

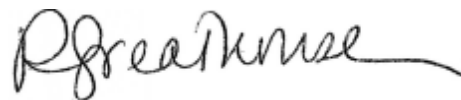
Project is \$564,464.00 (Account No. 271-8910-9961). A \$66,000.00 design, bidding, and design support during construction contract with Whitson is being paid out of the account. The project also requires construction management, inspection services, grant compliance support, and performance monitoring of the storm water treatment system. Based upon the services necessary for the project and construction contingencies, an additional amount of \$290,000.00 from the General Fund is necessary to complete the project, resulting in a revised project budget of \$854,464.00.

Staff recommends adopting a resolution (attachment 1) approving the plans and specifications (attachments 3 and 4) for the Del Monte Manor L.I.D. Improvement Project; appropriating \$290,000.00 from the General Fund to the project budget and amending the Fiscal Year 2021/22 budget; awarding a construction agreement (attachment 2) to Monterey Peninsula Engineering (MPE) for an amount not to exceed \$592,421.00; establishing a 12% construction contingency for a total project construction amount not to exceed of \$663,511.52; and, authorizing the City Manager to execute the construction agreement 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.

ATTACHMENTS

1. Resolution
2. Construction Agreement
3. Plans
4. Specifications
5. Budget Amendments FY22 as of 04.21.22

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE DEL MONTE MANOR L.I.D. MANOR IMPROVEMENTS PROJECT, APPROPRIATING \$290,000.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$592,421.00 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 12% CONTINGENCY OF \$663,511.52

WHEREAS, the Del Monte Manor L.I.D. Improvement 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 February 2022; and

WHEREAS, the proposed improvements include the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments.

WHEREAS, on February 10, 2022, the project was released for construction bids, and on March 21, 2022 four bids were received; and

WHEREAS, Monterey Peninsula Engineering was determined to have the lowest responsive and responsible bid in the amount of \$592,421.00; and

WHEREAS, an amount of \$71,090.52 contingency, approximately 12% of the contract value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has successfully completed similar storm water drainage and treatment projects for cities; and

WHEREAS, the City has determined that the project budget (Account No. 271-8910-9961) including construction contingency, construction management, inspection services, grant compliance support, and performance monitoring of the storm water treatment system, is \$854,464.00 requiring an additional \$290,000.00 to complete the project; and

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

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA because the project will upgrade the existing storm drainage system, and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Del Monte Manor L.I.D. Improvements Project dated March 2022; 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 \$290,00.00 from the General Fund to the Del Monte Manor L.I.D. Improvements Project (271-8910-9961), such that the revised Project budget is \$854,464.00, 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 agreement with Monterey Peninsula Engineering for an amount not to exceed of \$592,421.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 12% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$663,511.52.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of April, 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

-DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, **2022**, by and between **MONTEREY PENINSULA ENGINEERING** whose place of business is located at **192 Healy Avenue, Marina, Ca 93933** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on _____ awarded to Contractor the following Contract:

PROJECT NUMBER 271-8910-9961

Del Monte Manor L.I.D. Project
located at the
north east corner of Sonoma Avenue and Yosemite Street, Seaside, California, 93955

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum **FIVE HUNDRED NINETY TWO THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS (\$592,421)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **70 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Engineer

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

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Two Hundred Dollars (\$3,200)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Two Hundred Dollars (\$3,200)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

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

Document 00 0115	List of Drawings
Document 00 3132	Geotechnical & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
Document 01 5723	Temporary Water Pollution Control
Document 01 7123	Field Engineering
Document 10 1413 through 33 4000	Technical Specifications

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

ARTICLE 6 - MISCELLANEOUS

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

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

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

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

Acting City Manager

Attest: _____
City Clerk Signature

(Print Name)

END OF DOCUMENT

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CITY OF SEASIDE MONTEREY COUNTY, CALIFORNIA

DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT

SHEET INDEX

GENERAL		
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4.	DEMOLITION PLAN	C1.0
5.	CIVIL SITE, GRADING AND DRAINAGE PLAN	C1.1
6.	PROFILES	C2.1
7.	STANDARD PLANS	C3.1
8.	CIVIL DETAILS	C3.2
9.	UNDERGROUND CHAMBER DETAILS	C3.3
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LANDSCAPE		
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SCOPE OF WORK

MODIFY THE EXISTING CITY-OWNED STORMWATER RETENTION AND DETENTION BASIN LOCATED AT THE CORNER OF SONOMA AVE. AND YOSEMITE ST., AND PROVIDE STORMWATER EDUCATIONAL SIGNAGE.

WORK INCLUDES STORM DRAIN STRUCTURE MODIFICATIONS, EXCAVATION AND FILL, CONSTRUCTION OF AN UNDERGROUND RETENTION STRUCTURE, TWO EDUCATIONAL SIGNS, LANDSCAPING AND IRRIGATION.



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 OR THE PROPOSED CONSTRUCTION.

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-800-642-2444 OR 811.



PROJECT LOCATION MAP

SCALE: 1" = 5000'

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
SEASIDE MUNICIPAL WATER	831-899-6842
COMCAST (CABLE TELEVISION)	800-945-2288



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

12/21/21		BID SET
DATE		REVISIONS
CITY OF SEASIDE		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825
SHEET TITLE:		TITLE SHEET
PROJECT TITLE:		DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT
SHEET STATUS:		PROJECT NO. 3910.02
SCALE:		SHEET NO.
NONE		G0.1
APPROVED BY:		DWG FILE NO. 3910.02
MISHA PATEL, CITY ENGINEER		
DATE: 2-9-22		
EXPIRATION DATE: 6/30/2022		
R.C.E. No. 72491		

BIORETENTION POND CONSTRUCTION SCHEDULING AND POLLUTION PROTECTION:

- AS FIRST ORDER OF WORK, THE CONSTRUCTION CONTRACTOR MUST PROVIDE THE ENGINEER WITH A CONSTRUCTION SCHEDULE OUTLINING THE PROPOSED CONSTRUCTION SEQUENCE AND DEMONSTRATING COMPLIANCE WITH THESE SPECIFICATIONS. PROPER SCHEDULING IS THE PRIMARY METHOD USED TO PROTECT THE BIORETENTION POND FROM DAMAGE AND CONTAMINATION DURING CONSTRUCTION.
- THE SCHEDULE SHALL SHOW A MAXIMUM OF 10 WORKING DAYS BETWEEN COMPLETION OF POND EXCAVATION, AND COMPLETION OF BIORETENTION SOIL AND MULCH INSTALLATION.
- THE CONSTRUCTION CONTRACTOR MUST REQUEST AND OBTAIN THE ENGINEER'S APPROVAL PRIOR TO COMMENCING POND EXCAVATION.
- POND EXCAVATION SHALL COMMENCE AFTER APRIL 15 AND THE POND SHALL BE COMPLETED (INCLUDING INSTALLATION OF MULCH, COBBLE, PLANTING AND IRRIGATION, AS APPLICABLE) PRIOR TO OCTOBER 15 OF THE SAME YEAR.
- THE CONSTRUCTION CONTRACTOR SHALL DEPLOY TEMPORARY BMP'S TO PREVENT LOOSE SOIL, SUCH AS FROM ADJACENT GRADING, STOCKPILES, OR TRENCH SPOILS, FROM ENTERING THE POND DURING CONSTRUCTION. DURING ACTIVE POND CONSTRUCTION THERE SHOULD BE A CLEAR AND LEVEL AREA AROUND THE POND, FREE OF SPOILS AND STOCKPILED SOIL. AFTER THE POND HAS BEEN BACKFILLED WITH BSM, TEMPORARY SILT FENCE OR TEMPORARY GEOTEXTILE COVER SHOULD BE PROVIDED TO AVOID CONTAMINATING THE BSM WITH SITE SOIL DURING CONSTRUCTION OF ADJACENT IMPROVEMENTS.
- THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR POND MAINTENANCE DURING CONSTRUCTION UNTIL CONTRACT ACCEPTANCE. THIS INCLUDES REMOVAL OF SEDIMENT, TRASH AND DEBRIS WHICH ARE DEPOSITED IN THE PONDS DURING CONSTRUCTION.
- IMMEDIATELY PRIOR TO CONTRACT ACCEPTANCE, THE CONSTRUCTION CONTRACTOR MUST REMOVE ALL TRASH, DEBRIS AND ACCUMULATED SEDIMENT FROM WITHIN THE POND, TO THE SATISFACTION OF THE ENGINEER. IF A SIGNIFICANT AMOUNT OF SEDIMENT ENTERED THE POND DURING CONSTRUCTION, THE ENGINEER MAY REQUIRE REMOVAL AND REPLACEMENT OF THE AFFECTED AREA OF MULCH, AND MAY ALSO REQUIRE REMOVAL AND REPLACEMENT OF ANY CONTAMINATED BSM.

UNDERGROUND CHAMBERS CONSTRUCTION SCHEDULING AND POLLUTION PROTECTION:

- EXCAVATION FOR THE UNDERGROUND CHAMBERS SHALL COMMENCE AFTER APRIL 15 AND THE SYSTEM SHALL BE COMPLETED AND BACKFILLED PRIOR TO OCTOBER 15 OF THE SAME YEAR.
- TEMPORARY PLUGS SHALL BE INSTALLED ON THE STORM DRAINS DRAINING INTO THE SYSTEM. THE TEMPORARY PLUGS SHALL REMAIN IN PLACE UNTIL THE ENGINEER DIRECTS THE PLUGS TO BE REMOVED, AFTER FINAL SITE STABILIZATION HAS BEEN REACHED.

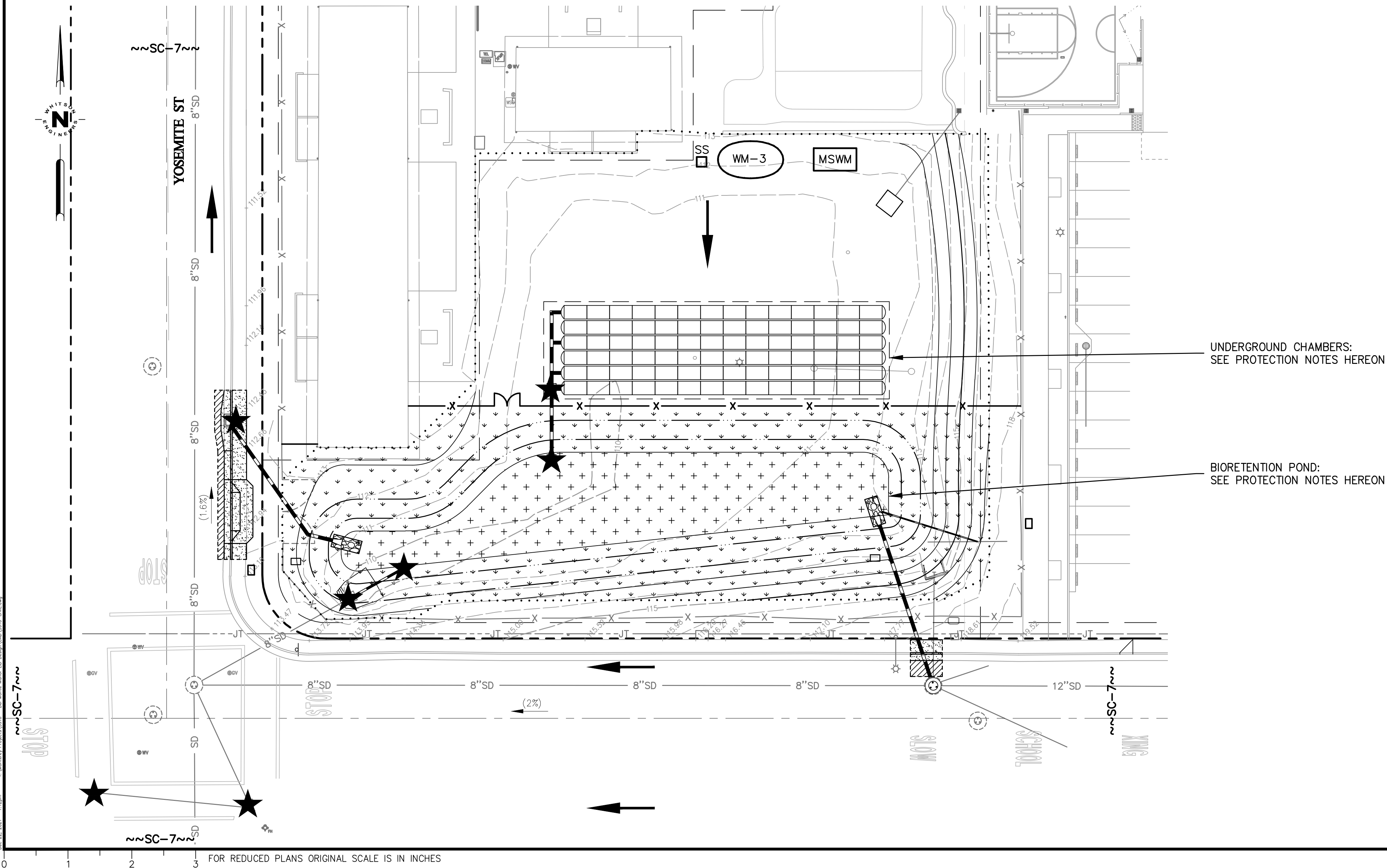
LEGEND

SYMBOL	CASQA BMP #	DESCRIPTION
~~SC-7~~	SC-7	LIMITS OF STREET SWEEPING
★	SC-10	INLET PROTECTION
MSWM		MATERIAL STORAGE AND WASTE MANAGEMENT AREA
WM-3	WM-3	TEMPORARY STOCKPILES
SS	WM-9	SANITARY FACILITIES
➡	-	DIRECTION OF DRAINAGE

EROSION AND SEDIMENT CONTROL NOTES

BEST MANAGEMENT PRACTICES (BMPs) AT A MINIMUM, THE FOLLOWING BMPs ARE REQUIRED REGARDLESS OF WEATHER CONDITIONS, AND AS APPLICABLE TO THE PLANNED CONSTRUCTION ACTIVITIES. THE BELOW MEASURES MUST BE INCLUDED ON THE EROSION AND SEDIMENT CONTROL PLAN (ESCP) SUBMITTAL, AS APPLICABLE.

- A. WET WEATHER MEASURES:** IF POSSIBLE, AVOID LAND-DISTURBING ACTIVITIES DURING THE WET WEATHER SEASON (OCTOBER 15 THROUGH APRIL 15). EXTRA BMP MATERIALS (INLET FILTERS, FIBER ROLLS, GRAVEL BAGS, MULCH/STRAW, PLASTIC COVERS, ETC.) MUST BE KEPT ON-SITE DURING THE RAINY SEASON FOR PRE-RAIN EVENT INSTALLATION.
- B. EXISTING VEGETATION:** AVOID REMOVAL OF EXISTING VEGETATION WHEREVER POSSIBLE. INSTALL APPROPRIATE PROTECTIVE FENCING AND PERIMETER CONTROLS PRIOR TO WORK.
- C. EROSION AND SEDIMENT CONTROL:** UTILIZE SLOPE AND SOIL STABILIZATION BMPs TO PREVENT SLOPE EROSION AND SOIL MOVEMENT ON-SITE AND OFF-SITE, WHERE APPLICABLE. NO SEDIMENT MAY LEAVE THE CONSTRUCTION SITE OR ENTER THE STORM DRAIN SYSTEM.
- D. STOCKPILE MANAGEMENT:** 1.) CONTAIN AND COVER STOCKPILES IF THEY WILL BE INACTIVE FOR MORE THAN 14 CALENDAR DAYS. 2.) SECURELY COVER STOCKPILES AT THE END OF EVERY WORK DAY AND PRIOR TO RAIN EVENTS. STOCKPILES MUST REMAIN COVERED OVERNIGHT AND DURING RAIN EVENTS. 3.) NO STOCKPILED MATERIAL SHALL LEAVE THE SITE OR MOVE INTO STREET.
- E. WASTE MANAGEMENT:** ALL CONSTRUCTION WASTE MUST BE CONTAINED AND SECURELY COVERED ON SITE, INCLUDING TRASH, PAINT, GROUT, CONCRETE, ETC. WASH OUT FACILITIES MUST BE CONTAINED, MAINTAINED AND THEIR CONTENTS DISPOSED OF PROPERLY.
- F. VEHICLES AND EQUIPMENT:** ALL VEHICLES AND EQUIPMENT MUST BE MAINTAINED IN GOOD WORKING ORDER AND MUST NOT DISCHARGE OR TRACK DIRT, MUD, OIL, GREASE, OR FUEL OFF-SITE OR INTO THE STREET. INACTIVE VEHICLES AND EQUIPMENT MUST BE COVERED OR HAVE DRIP PANS.
- G. DRAIN INLET PROTECTION & PERIMETER CONTROLS:** DRAINS INLETS THAT RECEIVE STORM WATER FROM THE WORK AREA AND CONTRACTOR'S STAGING AND STORAGE AREAS MUST BE PROTECTED FROM RECEIVING SEDIMENT AND DEBRIS. DRAIN INLET PROTECTION MUST NOT IMPEDING PUBLIC TRAFFIC OR SAFETY.
- H. SWEEPING:** ALL IMPERVIOUS SURFACES (PAVEMENTS) SHALL BE PHYSICALLY SWEEP DAILY (NOT WASHED OR HOSED DOWN), AND MAINTAINED FREE OF SOIL AND DEBRIS.
- I. DEWATERING:** NO DEWATERING IS ALLOWED UNLESS THE DISCHARGE IS A LISTED EXCEPTION TO THE DISCHARGE PROHIBITIONS FOUND IN CITY CODE CH. 31.5-12(C). ASBS DRAINAGES HAVE GREATER RESTRICTIONS. ANY PROPOSED DEWATERING MUST BE REVIEWED AND APPROVED BY THE ENGINEER.
- J. STORMWATER MIXED WITH NON-STORMWATER MUST BE MANAGED AS NON-STORM WATER.**



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

12/21/21	BID SET		
DATE		REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: EROSION/SEDIMENT CONTROL PLAN		PROJECT NO. 3910.02
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT		SHEET NO.
SCALE: NONE			G0.9 DWG FILE NO. 3910.02

GENERAL

1. CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL(S) HARMLESS FROM ANY AND ALL LIABILITY, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL(S).
2. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH:

A. ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND RULES, INCLUDING WITHOUT LIMITATION:

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIVE CODE (CAL-OSHA)

CALIFORNIA CODE 4216 – PROTECTION OF UNDERGROUND INFRASTRUCTURE

B. THE 2019 CALIFORNIA BUILDING STANDARDS CODE (CCR TITLE 24), WITH AMENDMENTS ADOPTED BY THE JURISDICTION HAVING AUTHORITY

C. CALIFORNIA EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

D. THE PROJECT PLANS AND SPECIFICATIONS

E. THE 2018 EDITION OF "STANDARD SPECIFICATIONS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD SPECIFICATIONS".

F. THE 2018 EDITION OF "STANDARD PLANS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD PLANS".
3. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ALL APPLICABLE JURISDICTIONAL BODIES. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, SALINAS, CALIFORNIA AT PHONE (831) 443-3050.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA.
5. PROJECT IS LOCATED IN FEMA ZONE "X". FEMA FIRM PANEL: 06053C0327G.
6. CURB DIMENSIONS, RADII AND OFFSETS SHOWN ARE TO FACE OF CURB.
7. SIDEWALK WIDTHS SHOWN ARE MEASURED FROM BACK OF CURB TO BACK OF WALK OR FACE OF RETAINING CURB WHERE SHOWN.
8. WHERE CURB, GUTTER AND ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
9. CONTRACTOR SHALL PROVIDE AND MAINTAIN 6' CHAIN LINK CONSTRUCTION FENCING AROUND THE WORK AREA TO PROHIBIT PUBLIC ENTRY DURING CONSTRUCTION.
10. CONTRACTOR SHALL FILE FOR AND OBTAIN A GRADING PERMIT FOR ON-SITE WORK AND AN ENCROACHMENT PERMIT FOR WORK WITHIN THE CITY RIGHT-OF-WAY.

EARTHWORK AND AREA OF DISTURBANCE

- C = 800 CY
- F = 700 CY ±
- SHRINKAGE = 100 CY ±
- ON-SITE BALANCE
- ESTIMATED AREA OF SOIL DISTURBANCE = 0.7 ACRES
1. THE QUANTITIES PRESENTED ABOVE ARE ESTIMATES ONLY, BASED ON THE DIFFERENCE BETWEEN EXISTING GRADE AND SUBGRADE ELEVATIONS AND FINISHED GRADE AND SUBGRADE ELEVATIONS, AS SHOWN ON THE PLANS, AND ARE NOT ADJUSTED FOR CHANGES IN VOLUME DUE TO CHANGES IN SOIL DENSITY.
2. OVER-EXCAVATION IS NOT INCLUDED IN THE ABOVE ESTIMATE. CLEARING AND STRIPPING AND REMOVAL OF AC AND PCC PAVEMENTS ARE NOT INCLUDED IN THE ABOVE ESTIMATES. SITE SPOILS SUCH AS FROM UTILITY TRENCHING, FOUNDATIONS, ETC. ARE NOT INCLUDED IN ABOVE ESTIMATES.
3. THESE QUANTITIES SHALL BE USED FOR BONDING AND PERMIT PURPOSES ONLY. CONTRACTOR SHALL MAKE HIS/HER OWN SITE VISIT AND QUANTITY TAKE-OFFS AND SHALL BID ACCORDINGLY.
4. EARTHWORK VALUES SHOULD BE REEVALUATED DURING THE EARLY STAGES OF SITE GRADING. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING FINAL EARTHWORK QUANTITIES TO HIS/HER SATISFACTION PRIOR TO START OF GRADING OPERATIONS.

SURVEY AND EXISTING CONDITIONS

1. THIS MAP REPRESENTS A TOPOGRAPHIC SURVEY PERFORMED BY WHITSON ENGINEERS ON 11/16/2018 WITH SUPPLEMENTAL SURVEYING PERFORMED ON 7/15/2021. PLANIMETRICS SHOWN OUTSIDE THE POND AREA ARE APPROXIMATE, BASED ON THE DESIGN DRAWINGS FOR THE DEL MONTE MANOR IMPROVEMENTS COMPLETED IN 2021.
2. THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY AND DOES NOT SHOW SOILS OR GEOLOGIC INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE CLIENT.
3. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY SHOWN IS FROM RECORD DATA. THIS TOPOGRAPHIC MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. AS A TITLE REPORT WAS NOT PROVIDED, THERE MAY BE EASEMENTS OR OTHER RIGHTS, RECORDED OR UNRECORDED, AFFECTING THE SUBJECT PROPERTY, WHICH ARE NOT SHOWN HEREON.
4. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
5. BENCHMARK: CITY BENCHMARK #110, BRASS DISK AT THE CORNER OF SONOMA AVE. AND LUZERN ST. ELEVATION: 100.00 (ASSUMED)
6. THE EXISTENCE, LOCATION AND ELEVATION OF ANY UNDERGROUND FACILITIES ARE SHOWN IN A GENERAL WAY ONLY. NOT ALL UTILITIES MAY BE SHOWN. UNDERGROUND UTILITY LOCATIONS, WHERE SHOWN, ARE BASED ON FIELD LOCATION OF OBSERVED UTILITIES AND SCHEMATICS OF UNDERGROUND UTILITIES PROVIDED BY THE UTILITY OWNERS.
7. THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES MUST BE VERIFIED BY POSITIVE LOCATION (POTHOLING) BY THE CONSTRUCTION CONTRACTOR PRIOR TO EXCAVATION OR ANY CONSTRUCTION WHICH MAY BE AFFECTED BY THE LOCATION OR ELEVATION OF THE UTILITY.
8. DIAMETERS OF TREES ARE SHOWN IN INCHES MEASURED AT BREAST HEIGHT. TREES SMALLER THAN 6" WERE NOT NECESSARILY LOCATED AS PART OF THIS SURVEY.
9. PROPOSED IMPROVEMENTS SHOWN TO MATCH OR JOIN EXISTING IMPROVEMENTS SHALL BE FIELD VERIFIED FOR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IN THE CASE OF ANY FIELD DISCREPANCY.
10. THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS AND SPECIFICATIONS, AND A RECORD DRAWING SET SHALL BE PREPARED AND PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. CHANGES SHALL NOT BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DESIGN ENGINEER.

LEGEND

EXISTING	PROPOSED	
		PARCEL BOUNDARY
		EASEMENT LINE
		SURVEY CONTROL POINT
		SURFACE CONTOUR
		FLOW LINE OR PONDING LIMITS
		PAVEMENT SAWCUT LINE
		GRADING LIMIT
		FENCE
		RETAINING WALL
		CAP & ABANDON EXISTING UTILITY
		REMOVE EXISTING UTILITY
		UTILITY POINT OF CONNECTION
		STORM DRAIN
		STORM DRAIN INLET
		STORM DRAIN MANHOLE
		SANITARY SEWER
		SANITARY SEWER MANHOLE
		CLEANOUT
		WATER LINE
		WATER METER
		WATER VALVE
		GAS LINE
		GAS VALVE
		UNDERGROUND ELECTRICAL LINE
		ELECTRIOLIER
		SPOT GRADE
		REFERENCED EXISTING SPOT GRADE; VERIFY IN FIELD AND MATCH, U.O.N.
		SLOPE GRADE
		GRADE TO DRAIN. UNLESS OTHERWISE NOTED
		GRADED DEPRESSION
		DETAIL CALLOUT (DETAIL / PAGE)
		CROSS-SECTION CALLOUT

ABBREVIATIONS

±	PLUS OR MINUS; APPROX
⊙	AT
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
APPROX	APPROXIMATE
ASB	AGGREGATE SUBBASE
BC	BEGIN CURVE
BVC	BEGIN VERT. CURVE
BS	BOTTOM OF STAIR
BW	BACK OF WALK
C&G	CURB AND GUTTER
CATV	CABLE TV
CGSW	CURB, GUTTER AND SIDEWALK
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CONC	CONCRETE
CONST	CONSTRUCT
CONT	CONTINUOUS
DEMO	DEMOLISH AND DISPOSE OF
DI	DRAIN INLET
DIA	DIAMETER
DS	DOWNSPOUT
DWS	DETECTABLE WARNING SURFACE
(E)	EXISTING
EC	END CURVE
EG	EXISTING GRADE
ELEV	ELEVATION
EQ.	EQUAL
ETW	EDGE OF TRAVELED WAY
EW	EACH WAY
EX	EXISTING
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FR	FIRE RISER
FS	FINISHED SURFACE
GB	GRADE BREAK
GV	GTAE VALVE
GM	GAS METER
GRT	GRATE
HP	HIGH POINT
HORIZ.	HORIZONTAL
INV	INVERT
JP	JOINT UTILITY POLE
LF	LINEAR FEET
LFF	LOWER FINISH FLOOR
LT	LEFT
MATCH	MATCH EXISTING GRADE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
OC	ON CENTER
OG	ORIGINAL GRADE
PIV	POST INDICATOR VALVE
POC	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONC PIPE
RT	RIGHT
RW	RECYCLED WATER
RWL	RAIN WATER LEADER
S.A.D.	SEE ARCHITECTURAL DRAWINGS
S.L.D.	SEE LANDSCAPE DRAWINGS
S.P.D.	SEE PLUMBING DRAWINGS
S.S.D.	SEE STRUCTURAL DRAWINGS
SD	STORM DRAIN
SS	SANITARY SEWER
SW	SIDEWALK
TBM	TEMPORARY BENCH MARK
TC	TOP OF CURB
TFC	TOP OF FLUSH CURB
TG	TOP OF GRATE
TOP	TOP OF PIPE
TS	TOP OF STAIR
TW	TOP OF WALL
TYP	TYPICAL
UFF	UPPER FINISH FLOOR
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UNKN	UNKNOWN
VAR	VARIES
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W	WATER
WM	WATER METER
WV	WATER VALVE



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12/21/21	BID SET
DATE	REVISIONS
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT NO. 3910.02 SHEET NO.
SCALE: NONE	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT C0.2 DWG FILE NO. 3910.02

DEMOLITION PLAN LEGEND

- REMOVE ASPHALT CONCRETE AND AGGREGATE BASE
- REMOVE CONCRETE CURB, GUTTER, AND SIDEWALK
- SC---

SAWCUT LINE

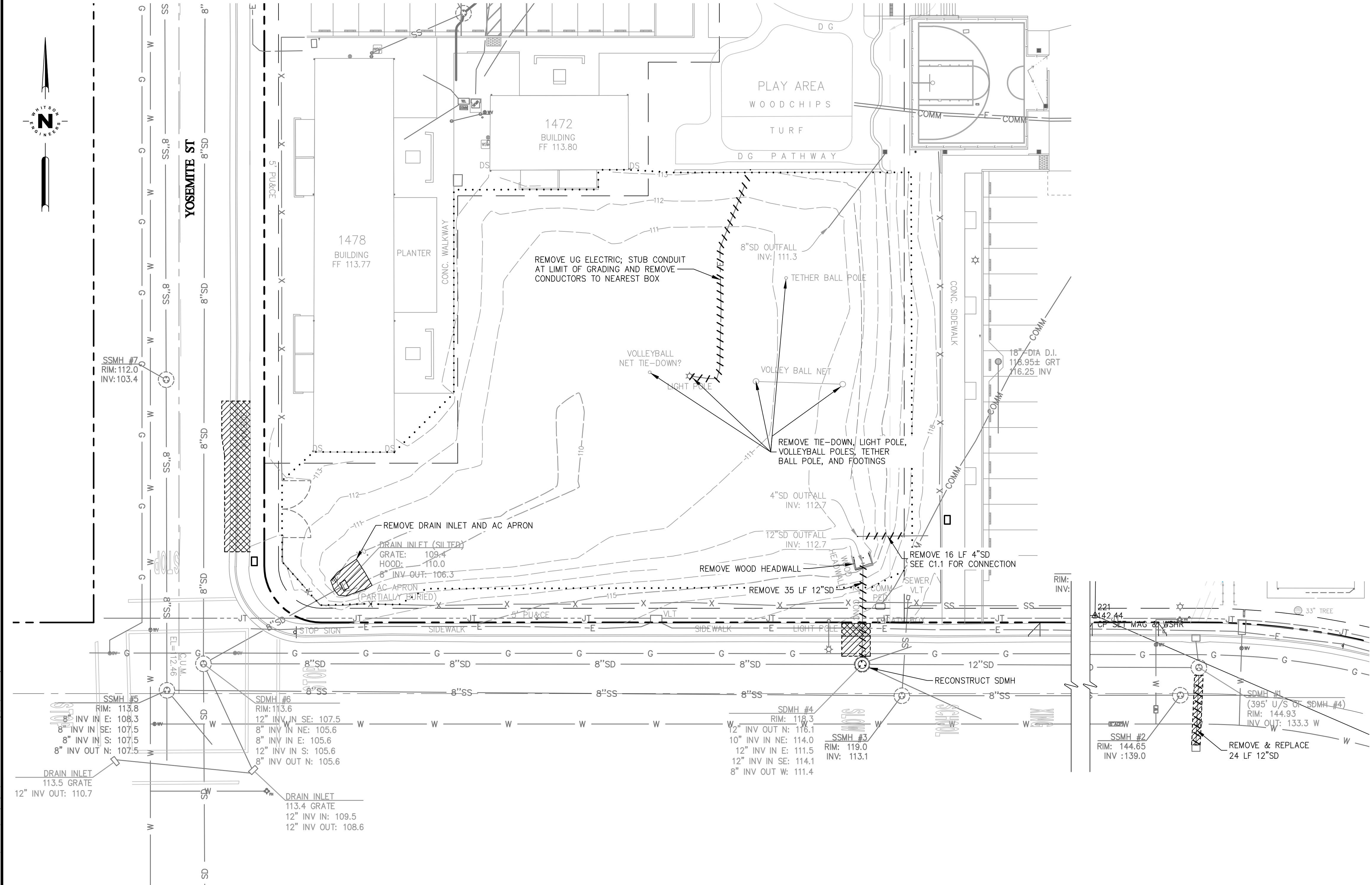
DEMOLITION PLAN NOTES

- SAWCUTTING**
- MARK THE PLANNED SAWCUT LOCATIONS IN THE FIELD FOR REVIEW BY THE ENGINEER. THE ENGINEER MAY REVISE THE SAWCUT LIMITS BASED ON ACTUAL FIELD CONDITIONS, SUCH AS TO COINCIDE WITH EXISTING SIDEWALK JOINTS OR BASED ON EXISTING TRENCH PATCHES OR CRACKS IN AC PAVEMENT.
 - SAWCUT THE FULL DEPTH OF AC PAVEMENTS, CURBS, GUTTERS AND SIDEWALKS.
 - SAWCUT TO ¼ THE DEPTH OF CONCRETE STREETS AND CROSS-GUTTERS.
 - WHERE CONSTRUCTION OPERATIONS CAUSE DAMAGE BEYOND THE LIMITS OF THE SAWCUT LINE, THE DAMAGED AREA MUST BE REMOVED AND REPLACED TO A NEAT SAWCUT EDGE.
- ADJUSTMENTS**
- ADJUST TO GRADE ALL SEWER AND STORM DRAIN MANHOLE COVERS AND CLEANOUT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
 - ADJUST TO GRADE ALL SURVEY MONUMENT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SALVAGE EXISTING COVERS AND FURNISH AND INSTALL NEW COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE ENGINEER.
 - ADJUST TO GRADE ALL OTHER UTILITY COVERS AND BOXES WITHIN WORK AREA, UNLESS OTHERWISE NOTED. UTILIZE NEW UTILITY-FURNISHED COVERS AND BOXES UNLESS THE EXISTING COVERS OR BOXES ARE APPROVED FOR REUSE BY THE ENGINEER.
- REMOVALS AND ABANDONMENTS**
- STORM DRAIN AND SANITARY SEWER FACILITIES, INCLUDING PIPES, BOXES, CATCH BASINS, ETC., WHICH ARE NOT TO BE RETAINED IN SERVICE MUST BE COMPLETELY REMOVED FROM WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED.
 - IF MANHOLES ARE SHOWN TO BE ABANDONED, THEY MUST BE CLEANED, REMOVED TO AT LEAST 3 FEET BELOW PAVEMENT SUBGRADE, AND BACKFILLED WITH CONTROLLED DENSITY FILL.
- SALVAGED MATERIALS**
- SALVAGE:
 - CATCH BASIN HOODS AND GRATES
 - STORM DRAIN AND SANITARY SEWER MANHOLE COVERS AND RIMS.
 - STREET MONUMENT COVERS AND FRAMES
 - CITY-OWNED SIGN PANELS
 - OTHER ITEMS AS SHOWN ON THE PLANS.
 - PLACE SALVAGED MATERIALS AT A DESIGNATED LOCATION ON SITE AND NOTIFY THE ENGINEER THAT THEY ARE AVAILABLE FOR PICK-UP. PROVIDE TWO WORKING DAYS FOR THE CITY TO PICK UP SALVAGED MATERIALS. SALVAGED MATERIALS NOT PICKED UP BY THE CITY BECOME THE CONTRACTOR'S PROPERTY AND MUST BE REMOVED FROM THE SITE.

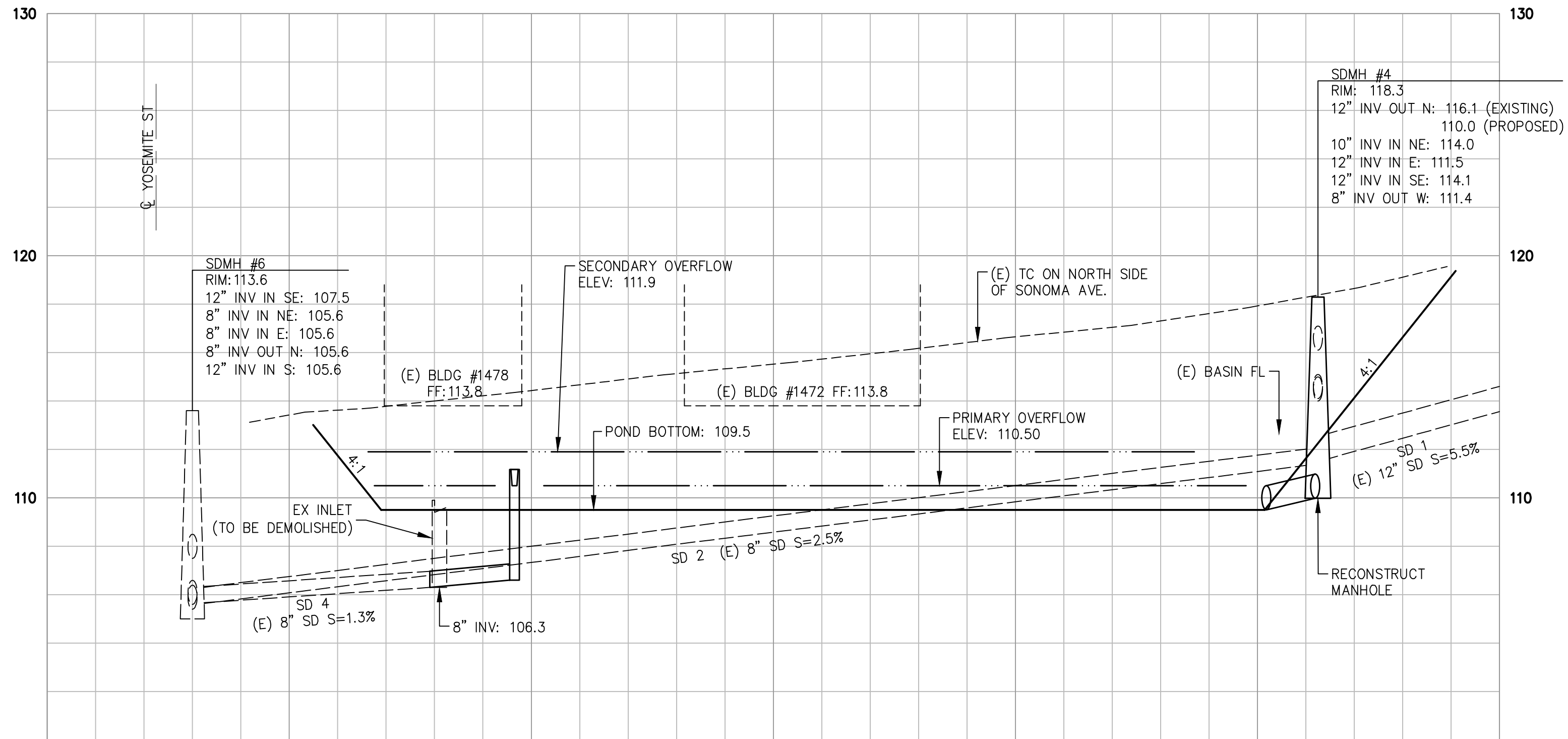


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DATE	REVISIONS			
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825			
	SHEET TITLE: DEMOLITION PLAN	PROJECT NO. 3910.02		
		SHEET NO.		
	SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	C1.0	
	SCALE: NONE		DWG FILE NO. 3910.02	

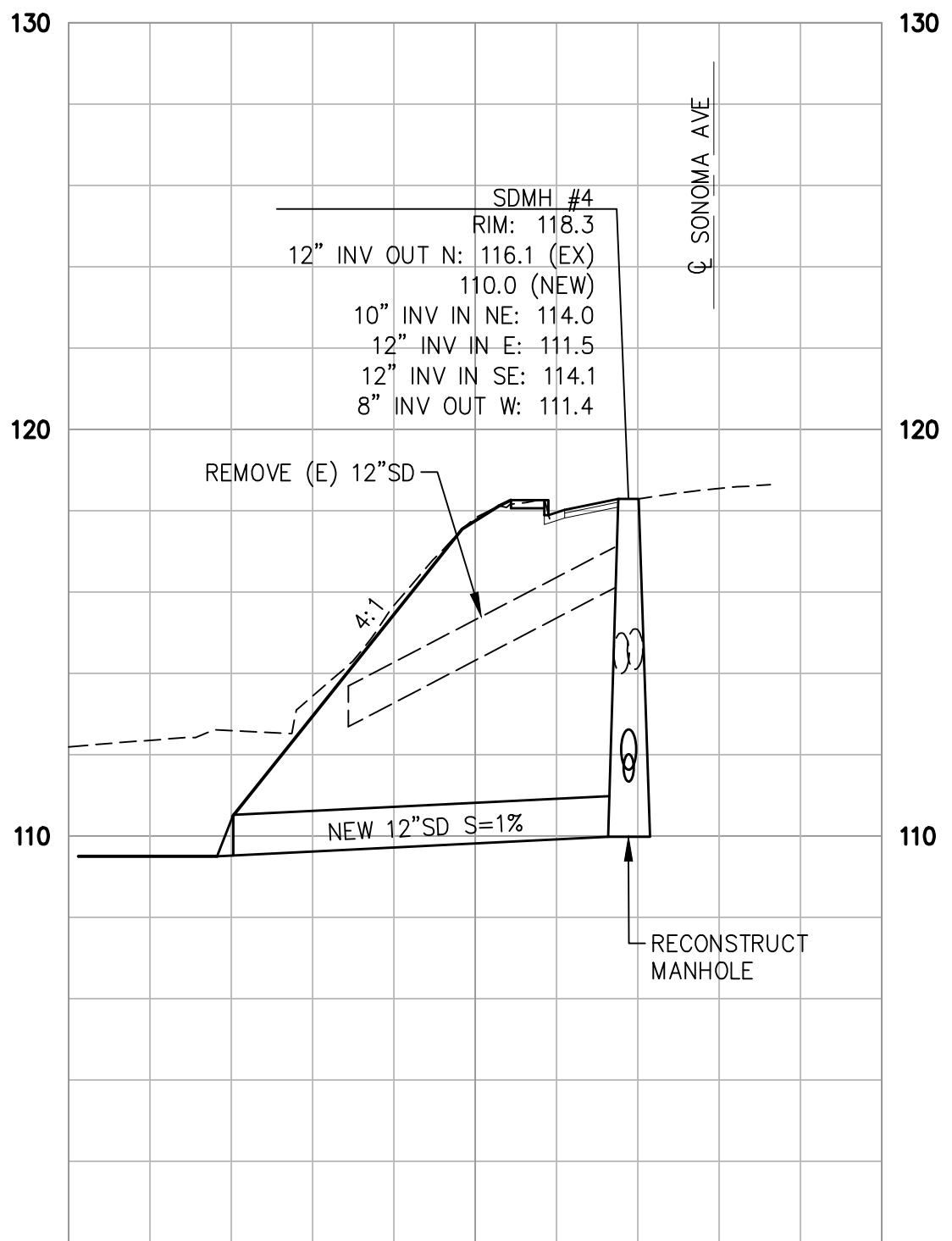


Dec 22, 2021 11:50am -- 1: Monterey Project\3910 - Del Monte Manor LID Improv\CA\3910-02A.dwg



SONOMA AVENUE PROFILE

SCALE: H: 1" = 20'
V: 1" = 4'



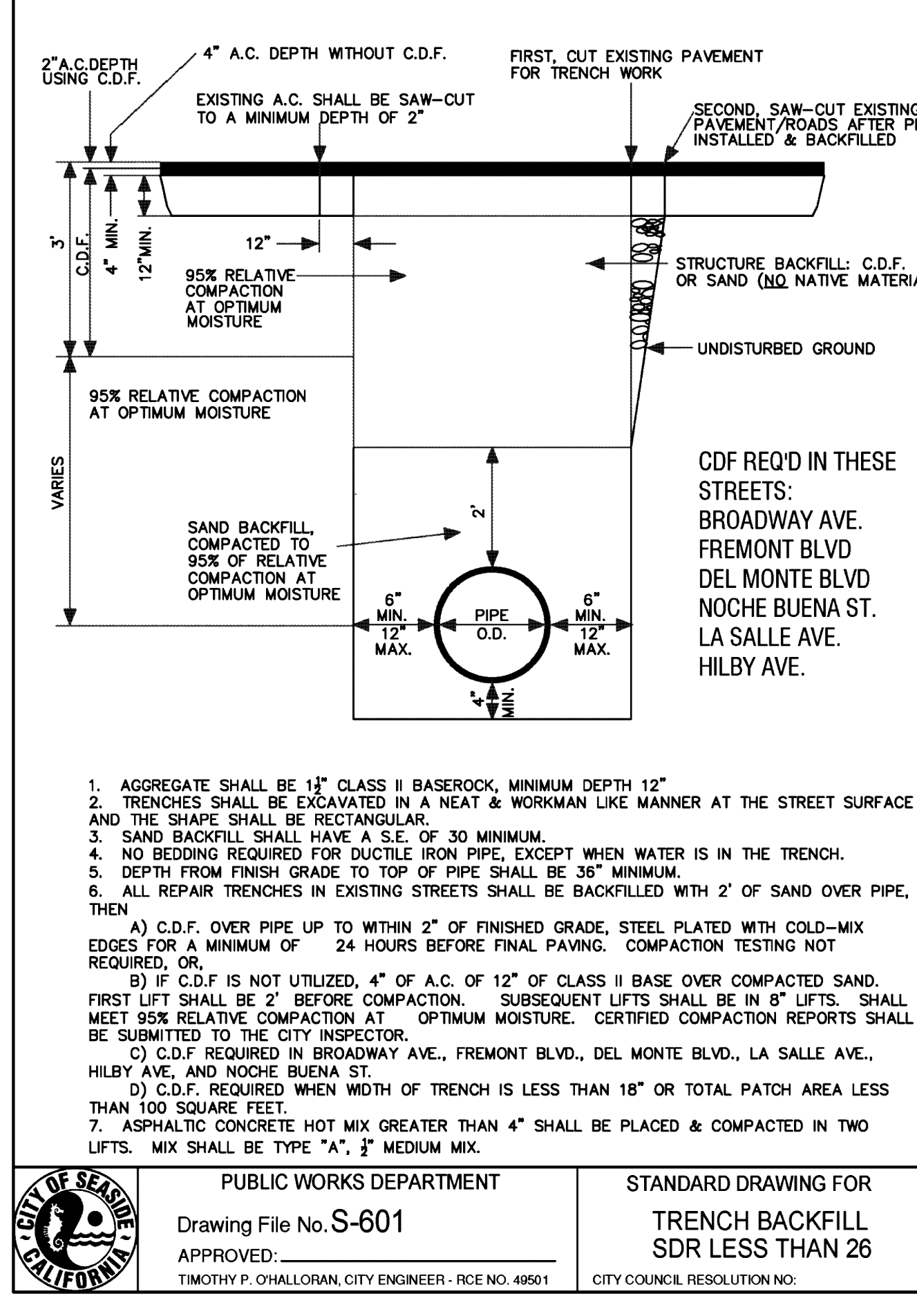
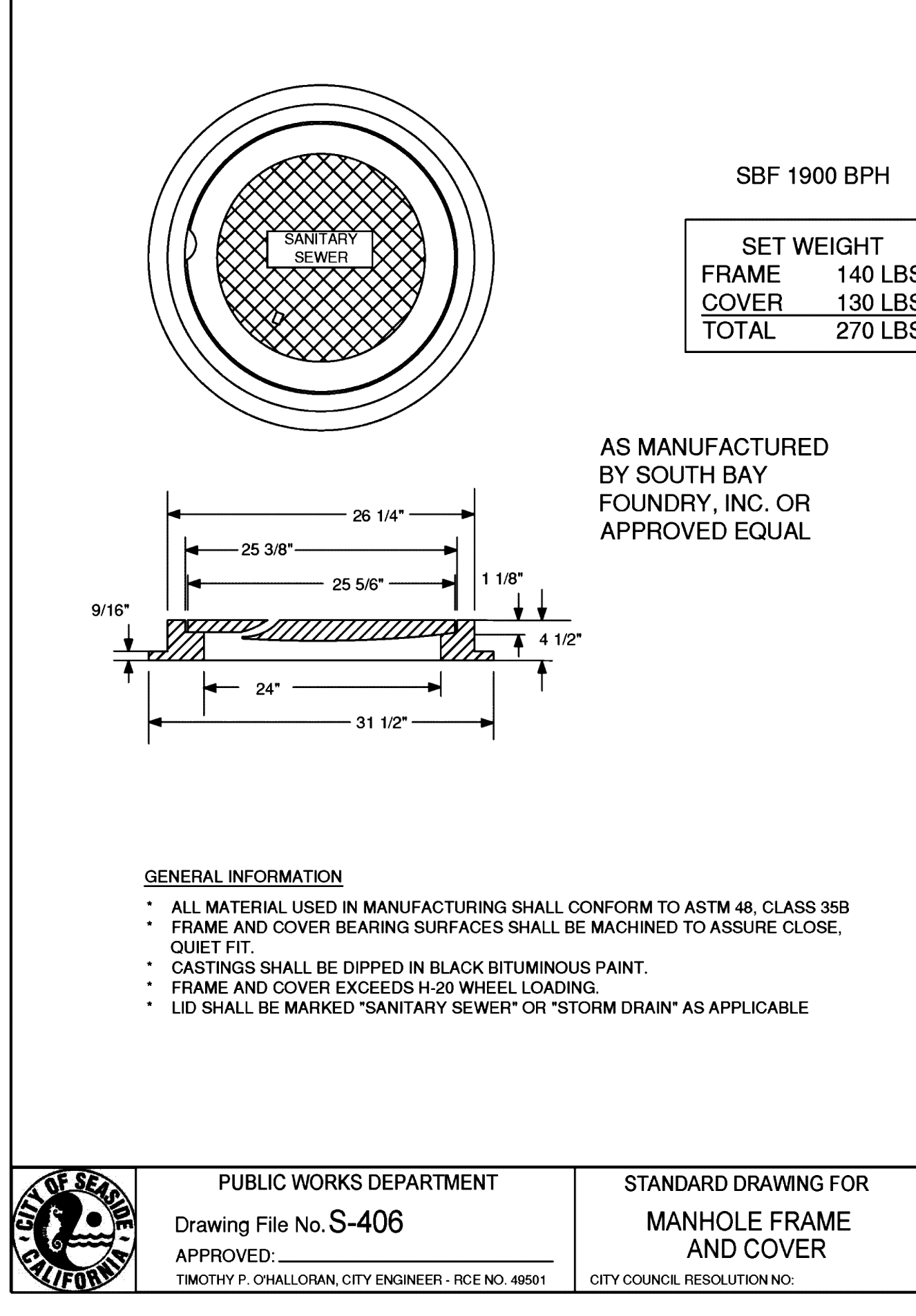
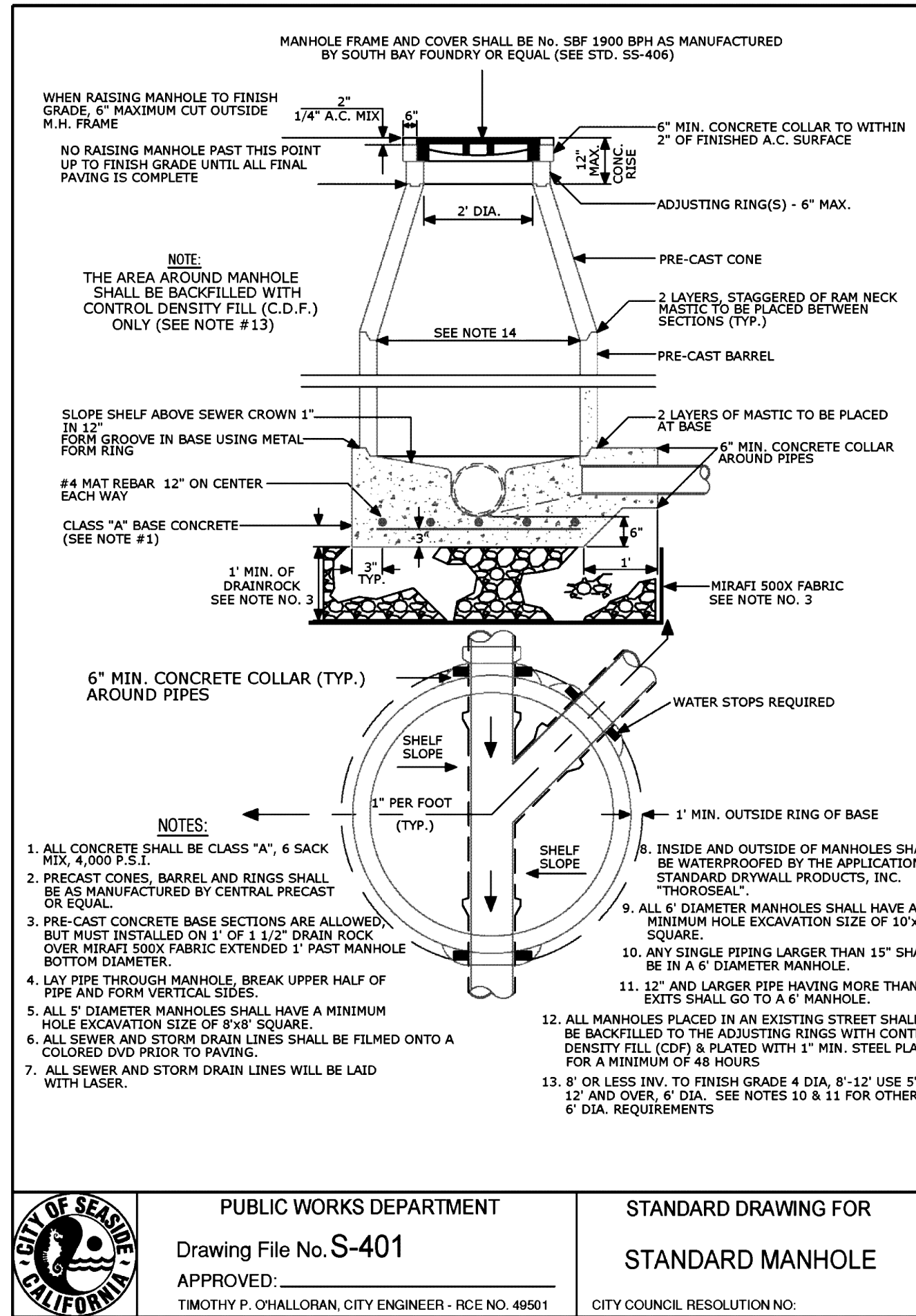
STORM DRAIN SEGMENT 3 PROFILE

SCALE: H: 1" = 20'
V: 1" = 4'

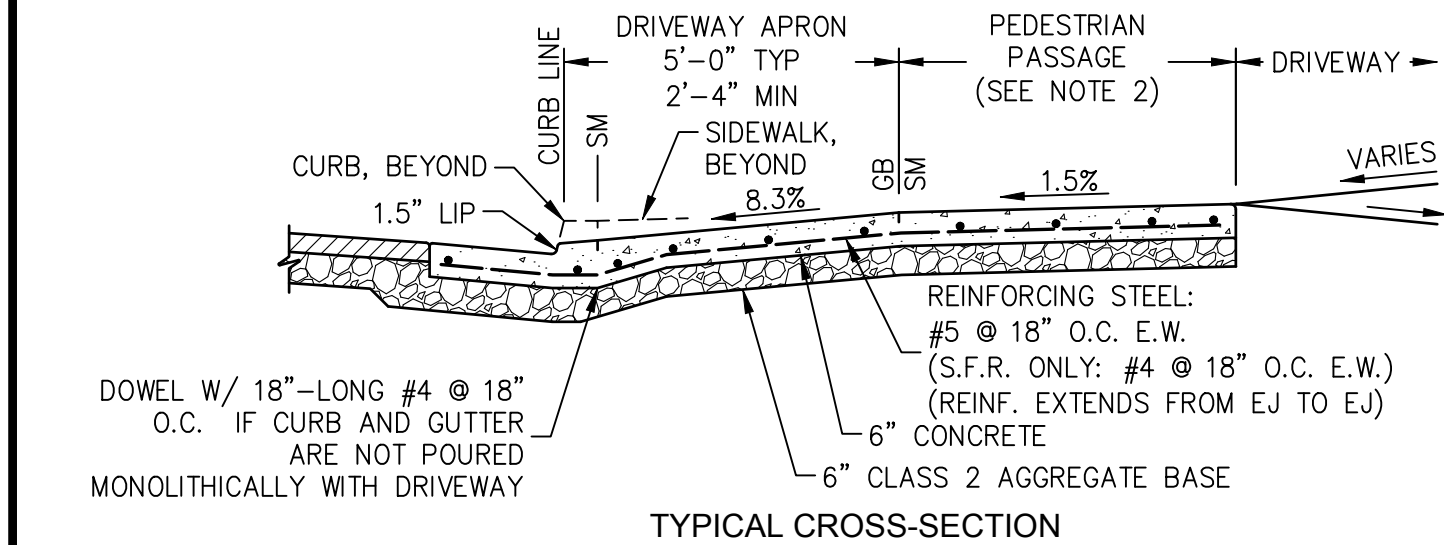
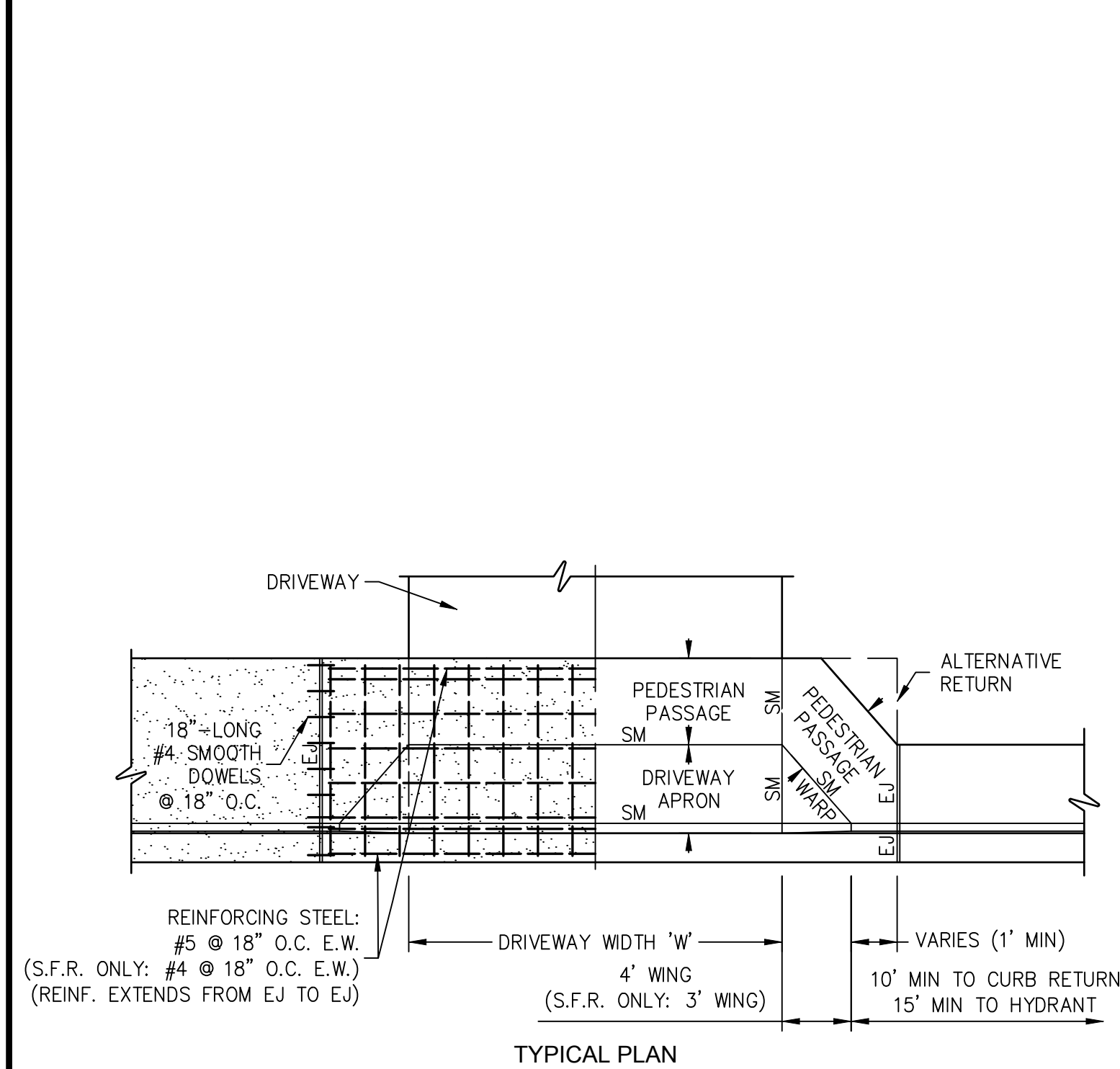


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DATE	REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER SCALE: NONE	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: STORM DRAIN PROFILES	PROJECT NO. 3910.02
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	SHEET NO. C2.1
		DWG FILE NO. 3910.02



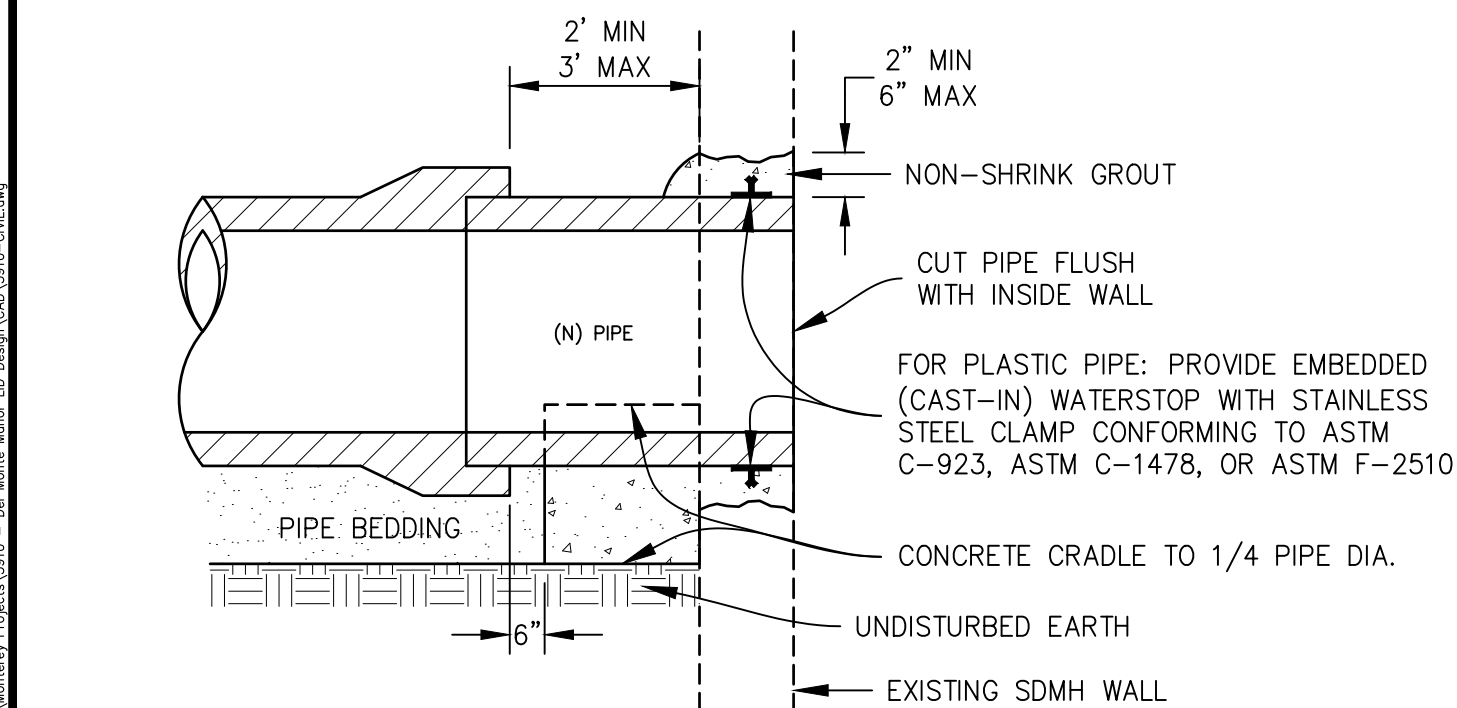
Jan 24, 2022 - 9:55am --- T:\Monterey Project\3010 - Del Monte Manor LID Design\Auto\3010-0704.dwg



- NOTES
1. WORK MUST CONFORM TO CALTRANS STANDARD SPECIFICATIONS, SECTION 73, "CONCRETE CURBS AND SIDEWALKS".
 2. STANDARD PEDESTRIAN PASSAGEWAY WIDTH IS 5' FOR SIDEWALKS UP TO 10'-WIDE. IF REQUIRED DUE TO RESTRICTIVE CONDITIONS, PEDESTRIAN PASSAGE WIDTH MAY BE REDUCED TO 4'-2".

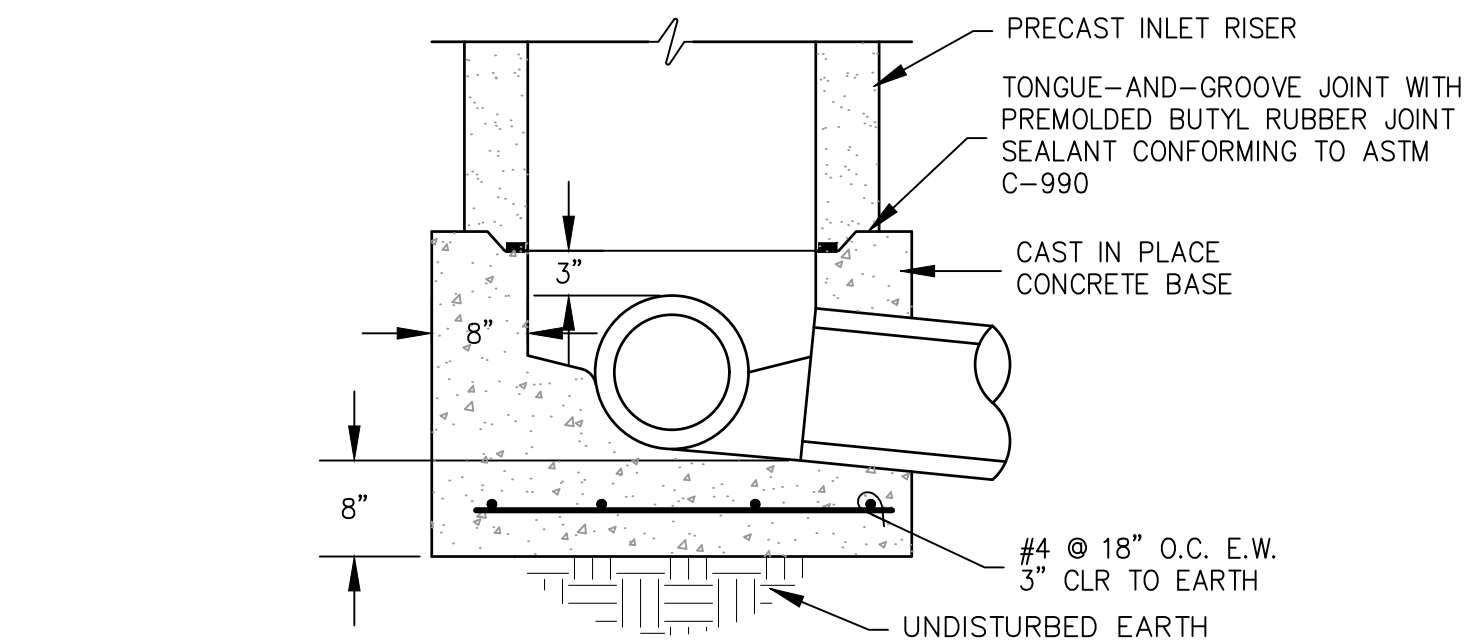
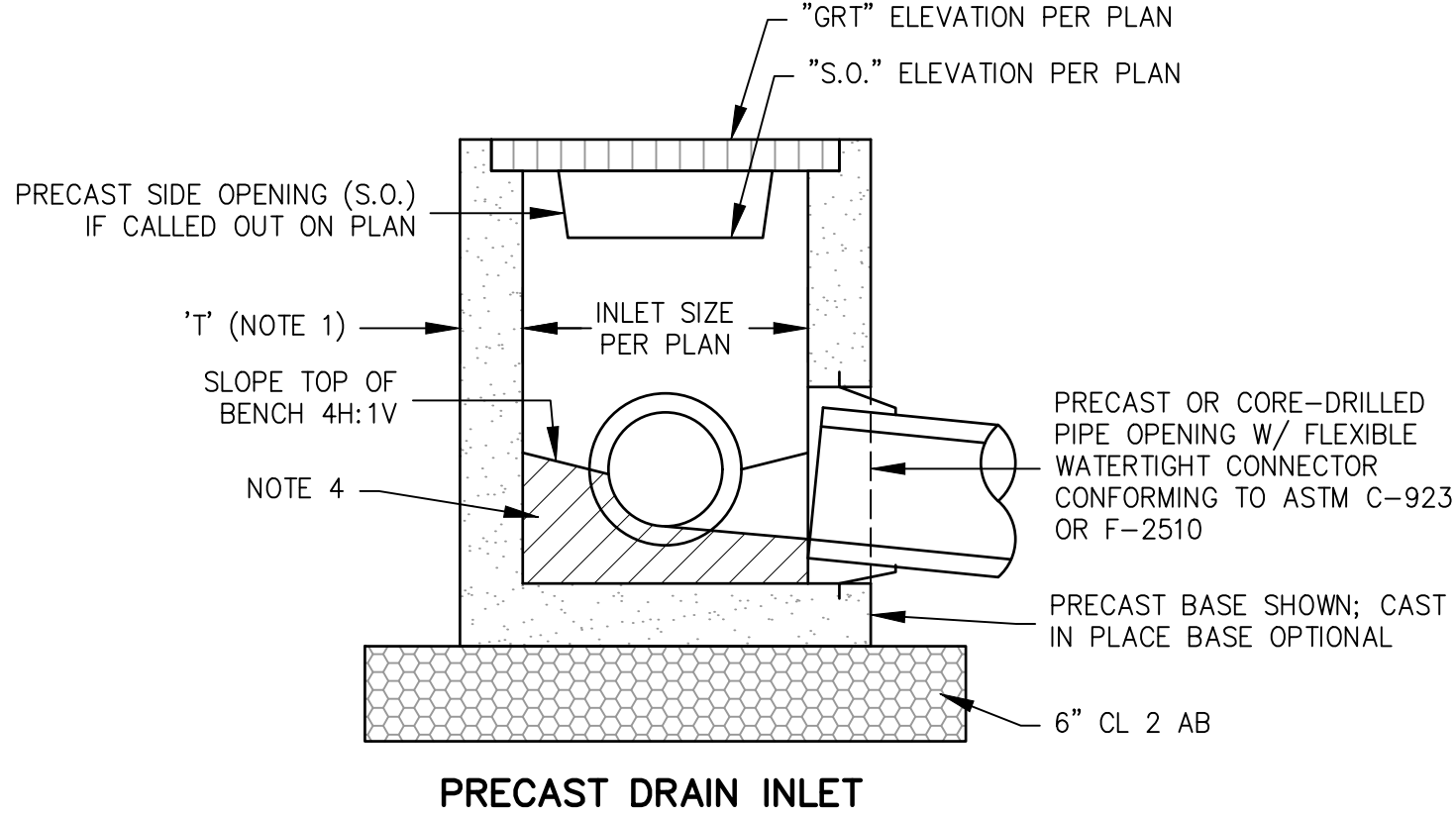
2 DRIVEWAY APRON AND PEDESTRIAN PASSAGE

SCALE: NONE



2 CONNECTION TO (E) STORM DRAIN STRUCTURE

SCALE: NONE

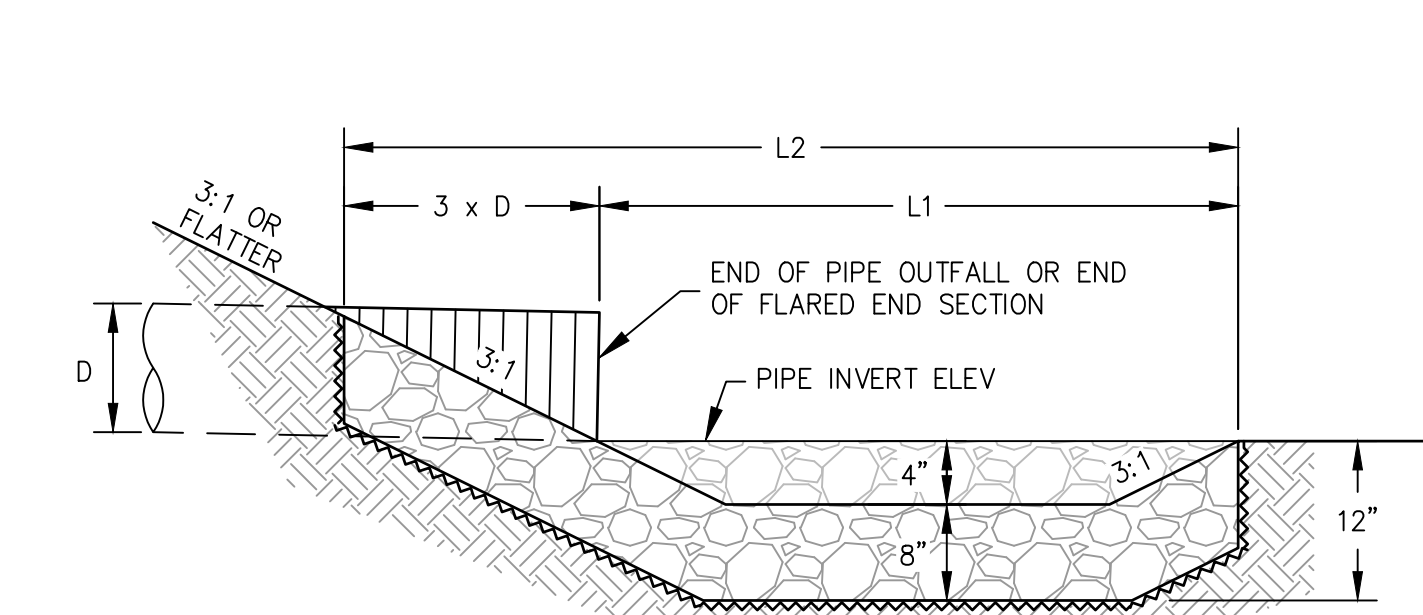


3 PRECAST DRAIN INLET

- NOTES:
1. WALL 'T'=4" FOR 12" INLETS, T=5" FOR 15"-27" INLETS, AND T=6" FOR 30" AND LARGER INLET SIZES.
 2. CAST IN PLACE CONCRETE AND PRECAST CONCRETE DRAIN INLETS SHALL CONFORM TO SECTION 51, "CONCRETE STRUCTURES", SECTION 52 "REINFORCEMENT", SECTION 70 "MISCELLANEOUS FACILITIES", SECTION 75 "MISCELLANEOUS METAL" OF THE STANDARD SPECIFICATIONS, AND THESE SPECIFICATIONS.
 3. PRECAST MEMBERS SHALL CONFORM TO SECTION 70-1.02H, "PRECAST CONCRETE STRUCTURES", OF THE STANDARD SPECIFICATIONS, AND NEW STANDARD PLAN D73A.
 4. THE FLOW LINE OF CONCRETE INLETS, WHETHER PRECAST OR CAST IN PLACE, SHALL BE FORMED IN THE FIELD TO PROVIDE A SMOOTH FLOW LINE WITH BENCH AT THE PIPE SPRING LINE. PRECAST INLET INVERT PAVING THICKNESS SHALL BE AT LEAST 3" BELOW THE BOTTOM OF THE LOWEST PIPE.
 5. STRUCTURES SHALL BE H-20 LOAD RATED IF LOCATED IN VEHICULAR AREAS, AND PEDESTRIAN LOAD RATED OTHERWISE.
 6. CAST-IN-PLACE CONCRETE MAY BE UTILIZED IN LIEU OF PRECAST UNIT BASE.
 7. CAST-IN-PLACE CONCRETE MAY BE UTILIZED IN LIEU OF PRECAST BOX IF APPROVED BY THE ENGINEER. SUBMIT SHOP DRAWINGS.
 8. ADA-COMPLIANT GRATES SHALL HAVE LESS THAN 1/2" CLEAR BETWEEN BARS, AND THE BARS SHALL BE ALIGNED PERPENDICULAR TO THE PATH OF TRAVEL. ALL GRATES WITHIN PEDESTRIAN AREAS SHALL BE ADA-COMPLIANT.

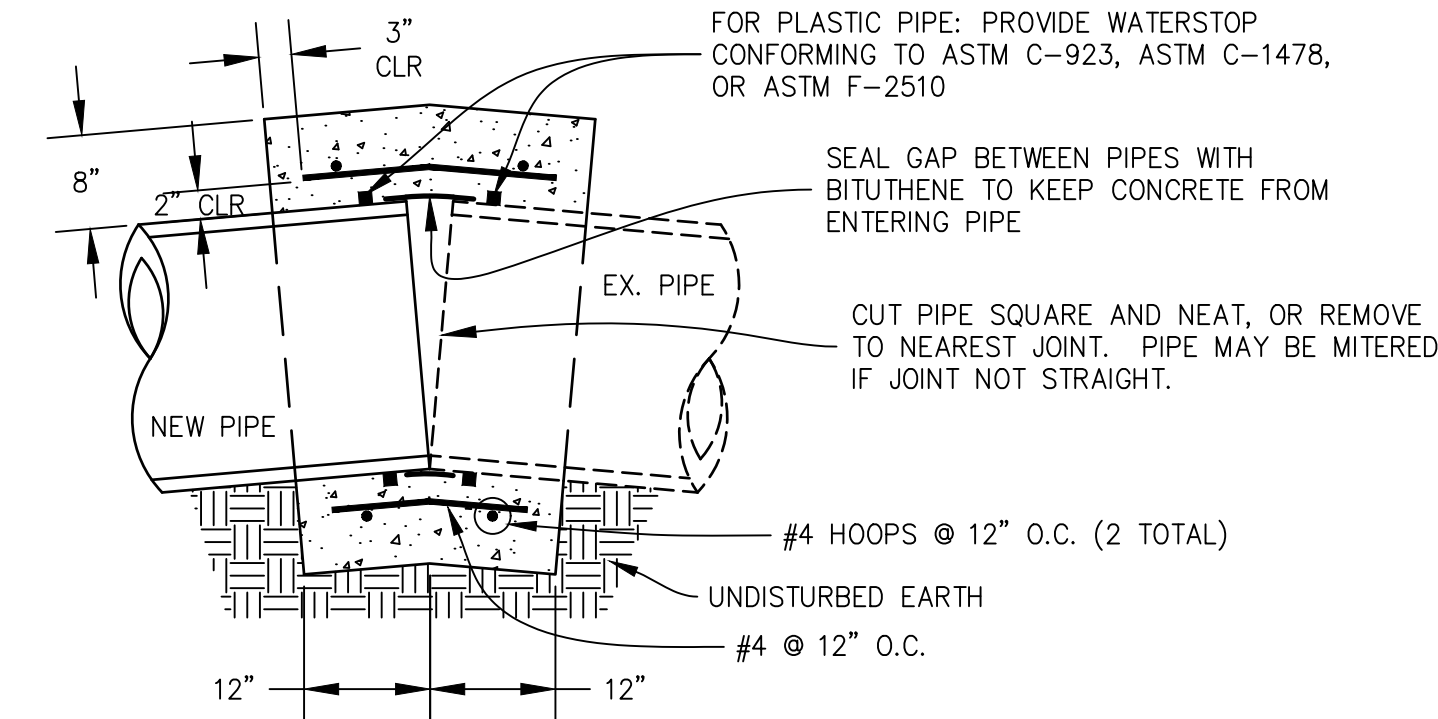
3 PRECAST CONCRETE CATCH BASIN

NOT TO SCALE



4 DECORATIVE COBBLE OUTLET PROTECTION

NOT TO SCALE



5 CONCRETE PIPE COLLAR

NOT TO SCALE

MONTEREY PENINSULA
WATER
MANAGEMENT DISTRICT

CITY OF SEASIDE
CALIFORNIA

The Del Monte Manor
Low-Impact Development (L.I.D.)
Storm Water Improvement Project
Implemented by the
City of Seaside

Prop 1
WATER QUALITY, SUPPLY AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014
Implemented by the
Integrated Regional Water Management Grant Program,
California Department of Water Resources

Engineer: Whitson Engineers
Landscape Architect: BPS Landscape Architects
Construction Contractor: <name>

7' OR 8'

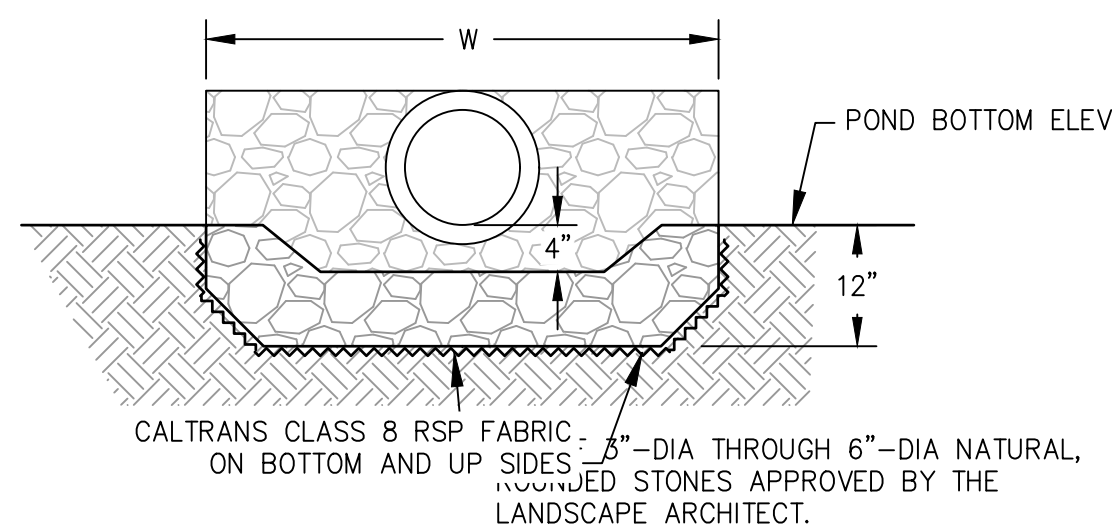
4'

- TEMPORARY CONSTRUCTION SIGN NOTES:
1. SIGNS SHALL NOT FADE OR DETERIORATE FOR A PERIOD OF 6 MONTHS. SIGNS SHALL BE RIGID OR MOUNTED ON A RIGID PANEL (E.G., A PLYWOOD PANEL). SIGN SHALL BE DIGITALLY RENDERED AND FABRICATED BY A PROFESSIONAL SIGN FABRICATION SHOP.
 2. ATTACH SIGNS TO EXISTING FENCING AND/OR USING TEMPORARY SIGN SUPPORTS, AT LOCATIONS DESIGNATED IN THE FIELD BY THE ENGINEER. THE BOTTOM OF THE SIGN SHALL BE AT LEAST 2.5 FEET ABOVE GRADE.
 3. LETTERING SHALL BE FEDERAL BLUE (NO. 15102 IN FEDERAL COLOR STANDARD NO. 595).
 4. SIGNS AND SUPPORTS SHALL BE REMOVED BY THE CONTRACTOR WHEN DIRECTED BY THE ENGINEER, AT THE END OF CONSTRUCTION.

6 TEMPORARY CONSTRUCTION FUNDING SIGN

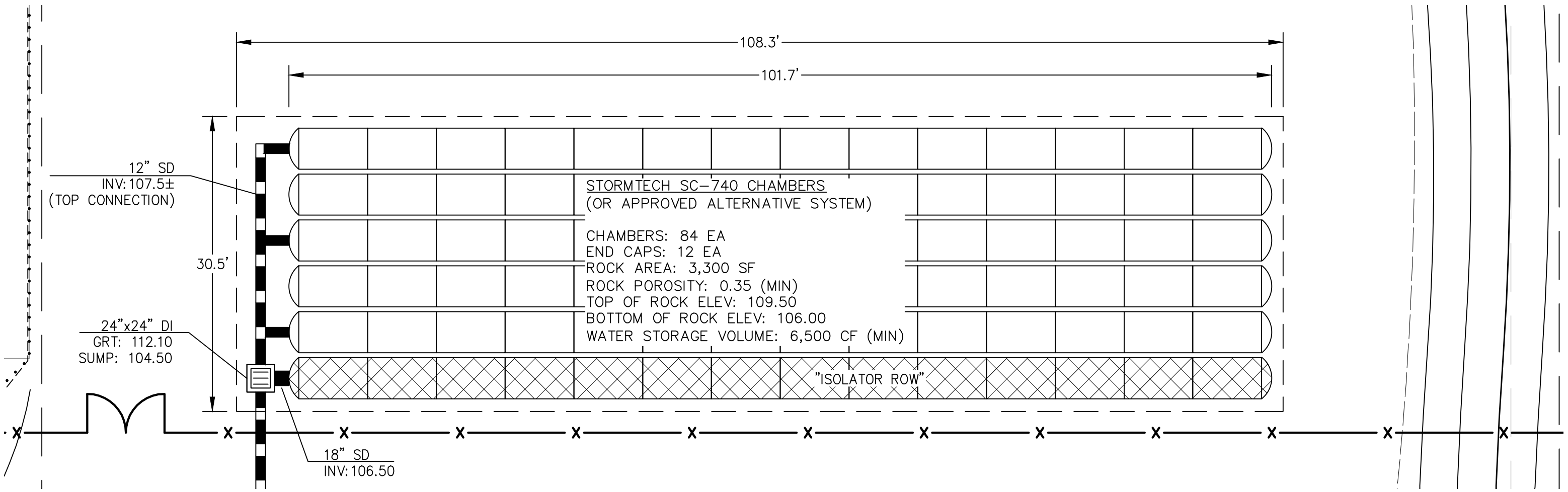
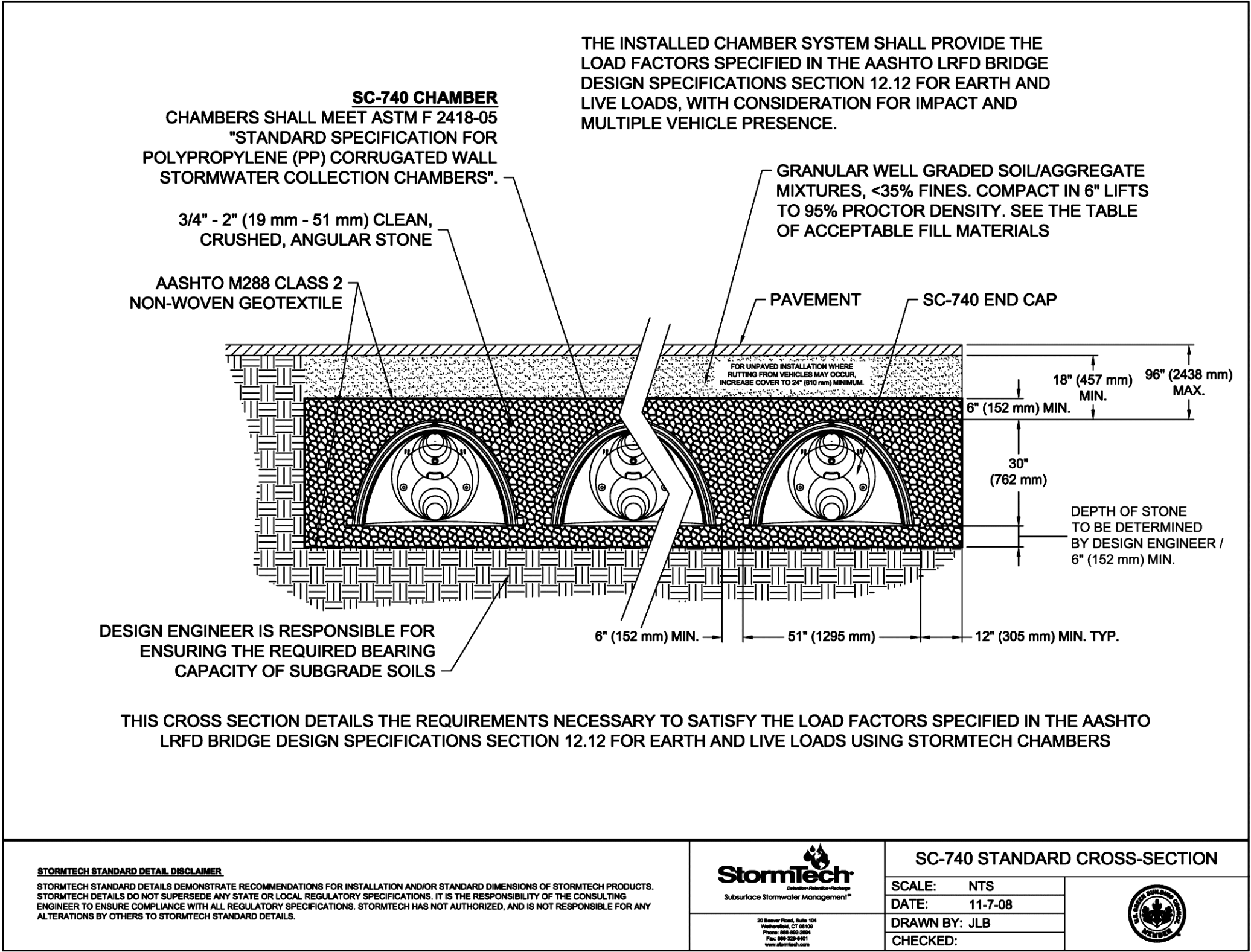
NOT TO SCALE

MINIMUM RSP PAD DIMENSIONS			
D	L1	L2	W
4"	3'-0"	4'-0"	3'-0"
6"	3'-0"	4'-6"	3'-0"
8"	4'-0"	6'-0"	3'-0"
12"	6'-0"	9'-0"	4'-0"



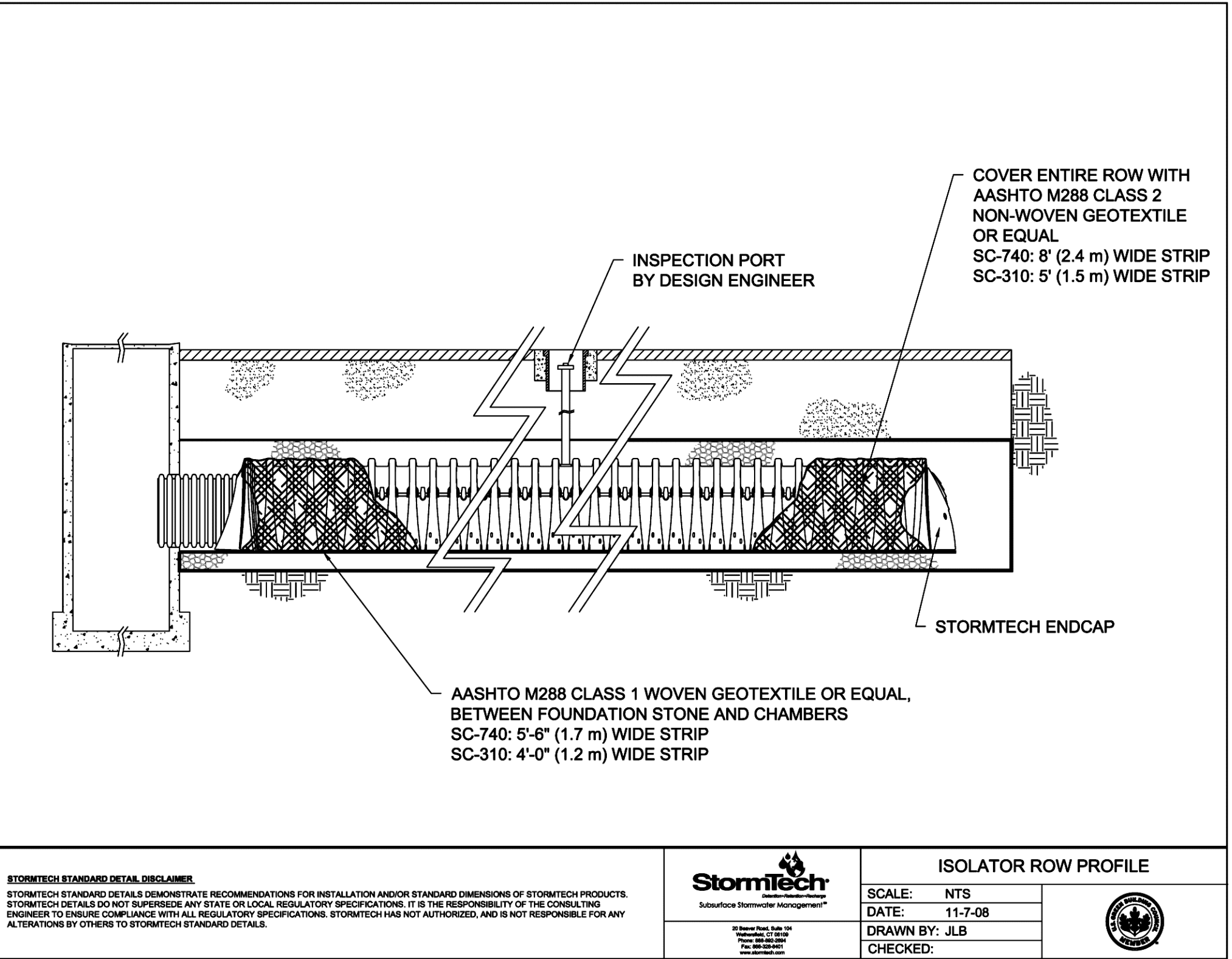
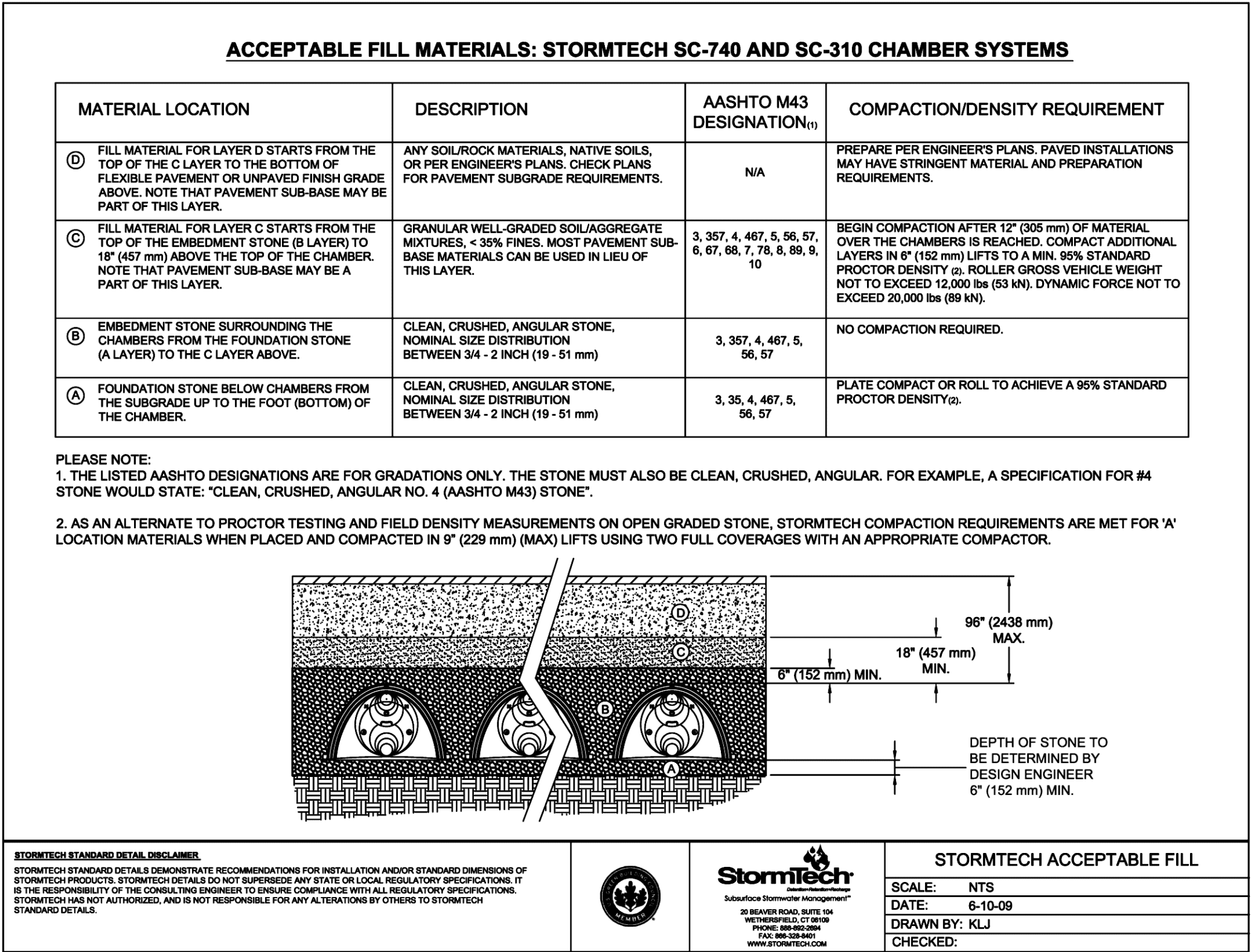
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12/21/21	BID SET		
DATE	REVISIONS		
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE:	CIVIL DETAILS	PROJECT NO. 3910.02
	SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	PROJECT TITLE:	C3.2
	SCALE: NONE	DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	DWG FILE NO. 3910.02



1 INFILTRATION SYSTEM DETAILED LAYOUT

1" = 10'



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12/21/21	BID SET	REVISIONS	
DATE		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE: UNDERGROUND CHAMBER DETAILS		PROJECT NO. 3910.02
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT		SHEET NO.
	SCALE: NONE		DWG FILE NO. 3910.02
CITY OF SEASIDE CALIFORNIA		C3.3	

STORM DRAIN MONITORING SYSTEM SPECIFICATIONS

DATA LOGGER

DATA LOGGER SHALL BE AS RECOMMENDED FOR THE FLOW METER AND RAIN GAUGE.

CONNECTIONS, SOFTWARE: PROVIDE ALL REQUIRED CABLES, CONNECTORS AND COMPUTER SOFTWARE FOR RETRIEVAL OF DATA ONTO A LAPTOP COMPUTER.

WIRELESS MODULE: A WIRELESS COMMUNICATION MODULE SHALL BE PROVIDED FOR THE DATA LOGGER AT INSTALLATION #3. WIRELESS MODULE SHALL ALLOW FOR REMOTE DATA RETRIEVAL WITHOUT MANHOLE ENTRY.

ENCLOSURE: NEMA 6P

DATA STORAGE: 12 MONTHS AT MAXIMUM 5-MINUTE FLOW METER SAMPLING INTERVAL (PLUS RAIN GAUGE FOR INSTALLATION #2)

BATTERY: INTERNAL PLUS EXTERNAL BATTERY IF REQUIRED BASED ON DURATION, SAMPLING INTERVAL AND EQUIPMENT SPECIFIED BELOW. IF VARIABLE/DYNAMIC SAMPLING INTERVAL IS SUPPORTED, A LONGER SAMPLING INTERVAL IS ALLOWED WHEN NO FLOW IS PRESENT. EXTERNAL BATTERY, IF PROVIDED, SHALL BE IN A NEMA 6P ENCLOSURE.

INSTALLATION #1: 2 MONTHS AT 2-MINUTE FLOW MEASUREMENT INTERVAL
INSTALLATION #2: 2 MONTHS AT 2-MINUTE FLOW MEASUREMENT INTERVAL PLUS RAIN GAUGE
INSTALLATION #3: 6 MONTHS AT 2-MINUTE FLOW MEASUREMENT INTERVAL

MANUFACTURERS:
HACH
TELEDYNE (ISCO)
PULSAR MEASUREMENT (GREYLINE)
OR APPROVED EQUAL

FLOW METER

TYPE: AREA-VELOCITY OR LEVEL-VELOCITY

LEVEL MEASUREMENT RANGE: 0 TO 10 FEET

LEVEL MEASUREMENT ACCURACY: 0.2% FULL RANGE ±2% OF READING AT 0 TO 30°C

VELOCITY MEASUREMENT RANGE: -5 TO 20 FPS

VELOCITY MEASUREMENT ACCURACY: ±2% OR 0.05 FPS

MINIMUM OPERATING DEPTH: 1 INCH

MANUFACTURERS:
HACH
TELEDYNE (ISCO)
PULSAR MEASUREMENT (GREYLINE)
OR APPROVED EQUAL

RAIN GAUGE

TIPPING BUCKET RAIN GAUGE WITH MINIMUM 8"-DIAMETER COLLECTOR/FUNNEL WITH CONNECTION TO FLOW METER DATA LOGGER (OR INDEPENDENT DATA LOGGER WITH 12 MONTHS DATA STORAGE AND 6 MONTH BATTERY LIFE

MEASUREMENT INCREMENT: 0.01" OF RAINFALL PER BUCKET TIP

ACCURACY: 0.5% AT 0.5 IN/HR

MANUFACTURERS:
HACH SIGMA
TELEDYNE ISCO
OR APPROVED EQUAL.

EQUIPMENT ENCLOSURE

ABOVE-GROUND, LOCKABLE OUTDOOR UTILITY EQUIPMENT ENCLOSURE. ENCLOSURE SHALL BE SHEET METAL OR FIBERGLASS (NOT MESH OR EXPANDED METAL).

SIZE SHALL BE AS REQUIRED FOR THE PROPOSED DATA LOGGER.

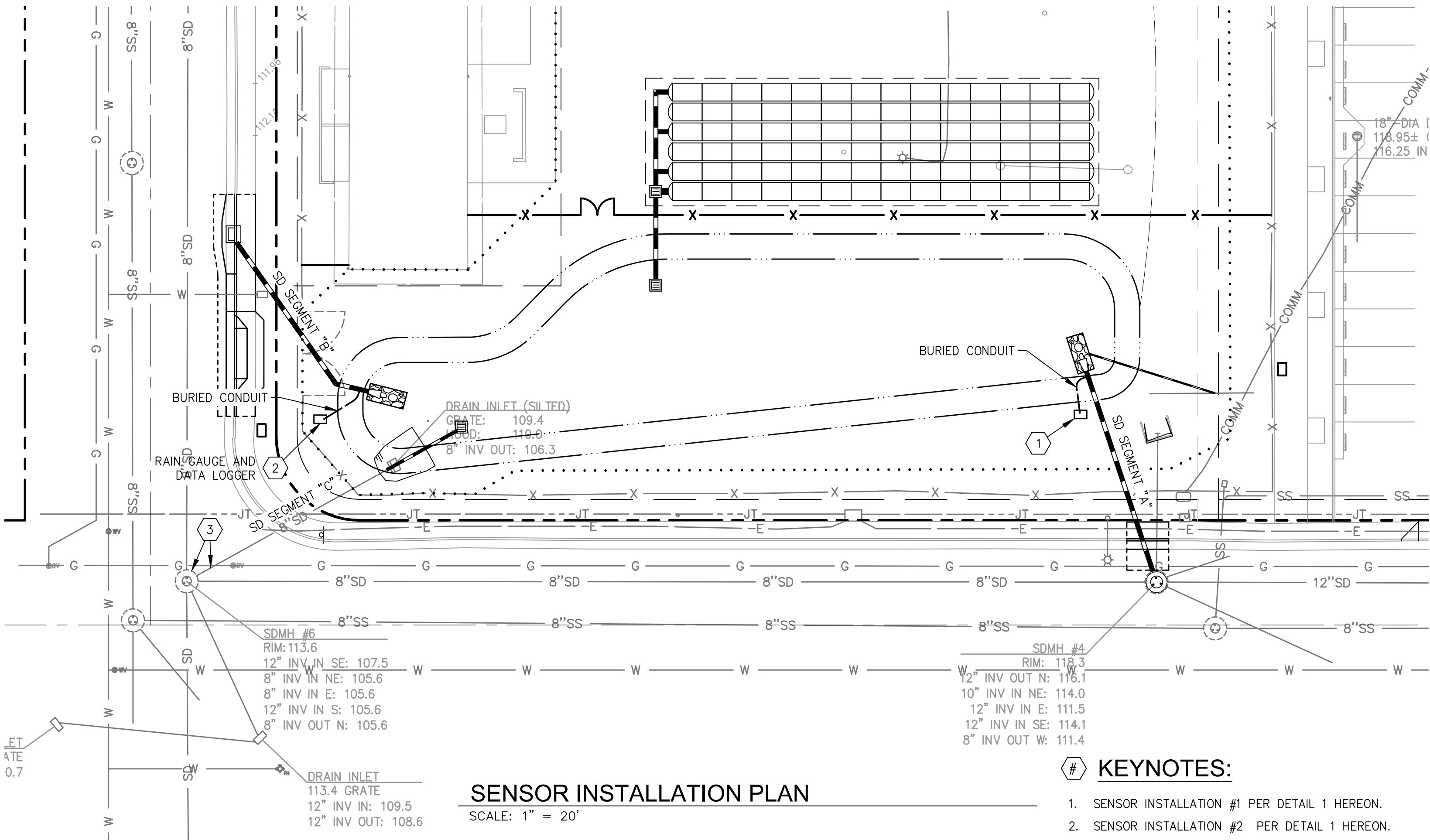
ENCLOSURE SHALL BE BOLTED TO A 4"-THICK REINFORCED CONCRETE PAD. THE DATA LOGGER SHALL ADDITIONALLY BE SECURED TO THE CONCRETE PAD USING AN EYE BOLT, STAINLESS STEEL CABLE AND PADLOCK.

EQUIPMENT QUANTITIES:

DATA LOGGER:	3 EACH
(OR 4 EACH IF SEPARATE DATA LOGGER REQUIRED FOR RAIN GAUGE)	
AREA-VELOCITY FLOW METER:	3 EACH
TIPPING BUCKET RAIN GAUGE:	2 EACH
CONCRETE PAD AND EQUIPMENT ENCLOSURE:	1 EACH
8"-DIAMETER FLOW METER MOUNTING BAND:	2 EACH
12"-DIAMETER FLOW METER MOUNTING BAND:	1 EACH
8"-DIAMETER REMOVABLE PIPE DAM:	2 EACH
12"-DIAMETER REMOVABLE PIPE DAM:	2 EACH

SUBMITTALS

EACH BIDDER SHALL PROVIDE AN EQUIPMENT PREQUALIFICATION SUBMITTAL FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO BID OPENING. SUBMITTAL SHALL INCLUDE THE MAKE, MODEL AND SPECIFICATIONS FOR THE PROPOSED DATA LOGGERS, FLOW METERS, RAIN GAUGE, AND ALL APPURTENANCES REQUIRED FOR A COMPLETE SYSTEM, INCLUDING EXTERNAL BATTERIES, WIRELESS MODULES, MOUNTING BANDS, CABLES, ETC.. THE SUBMITTAL SHALL INCLUDE A LETTER FROM THE EQUIPMENT MANUFACTURER/SUPPLIER STATING THAT THE EQUIPMENT MEETS THESE SPECIFICATIONS.

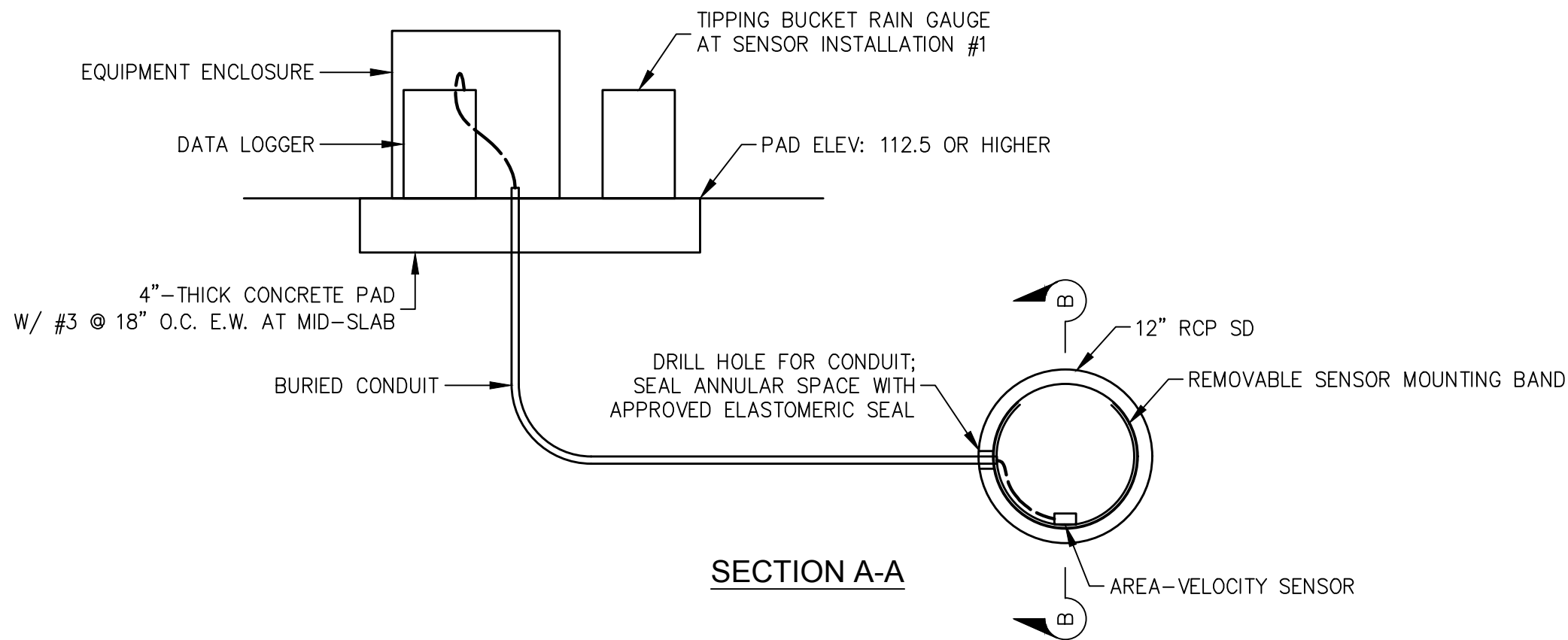


SENSOR INSTALLATION PLAN

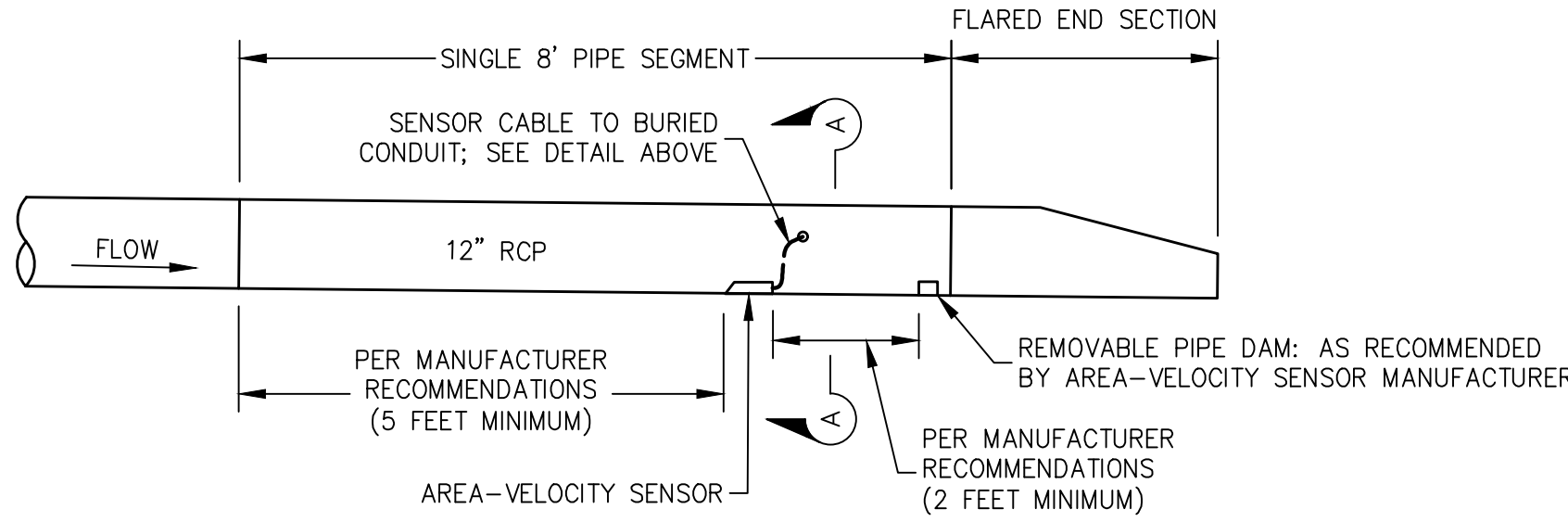
SCALE: 1" = 20'

KEYNOTES:

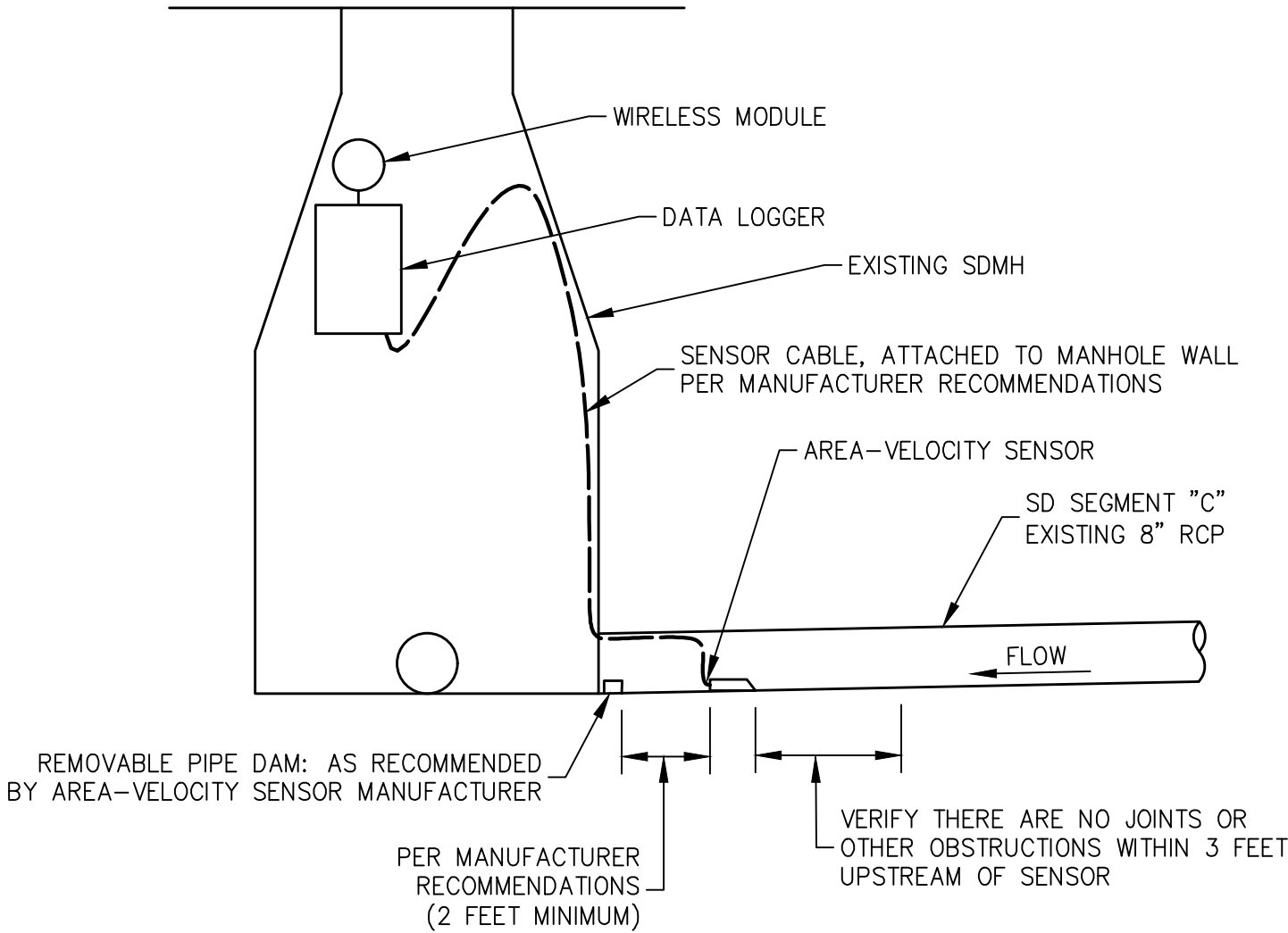
1. SENSOR INSTALLATION #1 PER DETAIL 1 HEREON.
2. SENSOR INSTALLATION #2 PER DETAIL 1 HEREON.
3. SENSOR INSTALLATION #3 PER DETAIL 2 HEREON.



SECTION A-A



SECTION B-B



SENSOR INSTALLATION #3

NOT TO SCALE

SENSOR INSTALLATION #1 & #2

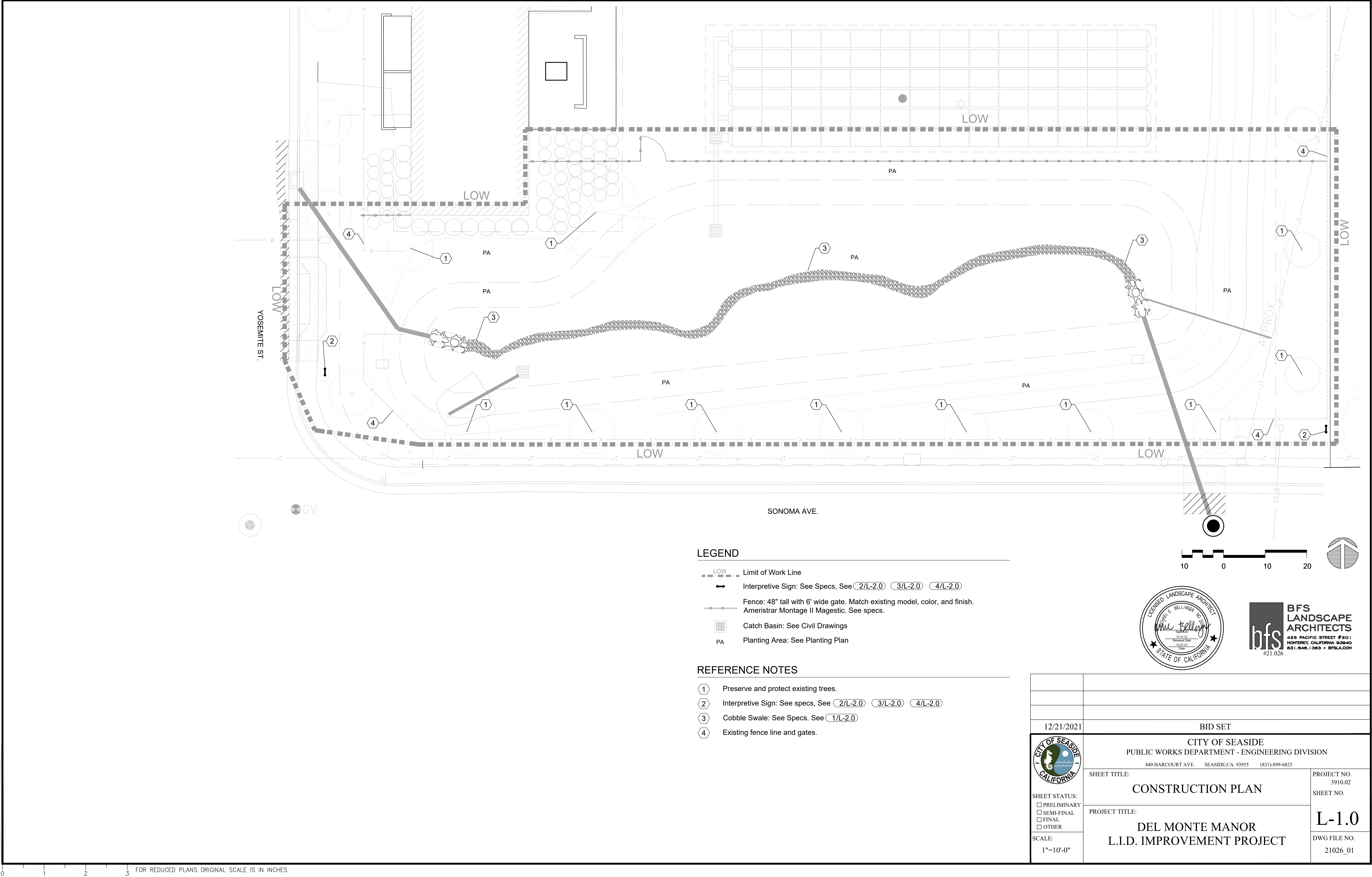
NOT TO SCALE



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

12/21/21	BID SET	
DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: STORM DRAIN MONITORING SYSTEM	PROJECT NO. 3910.02
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	SHEET NO.
		C4.1
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER		DWG FILE NO. 3910.02
SCALE: NONE		

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12/21/2021	BID SET	
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1"=10'-0"	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: CONSTRUCTION PLAN	PROJECT NO. 3910.02 SHEET NO.
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	L-1.0
		DWG FILE NO. 21026_01

WHAT IS A BIOSWALE?

Habitat-friendly bioswales are an ecological method of stormwater treatment that slows runoff and removes pollutants through filtration. Bioswales or "bioretention ponds" are designed to prevent surface erosion and absorb water back into the water table.

Native vegetation protects soil from erosion.

Infiltration recharges the groundwater table.

Plants filter pollutants from the water.

Soil microbes remove pollutants.

SUPER SPECIES

YARROW
Achillea millefolium

This perennial herb attracts pollinators and forms a dense mat of vegetation to slow the flow of runoff.

CANYON PRINCE WILD RYE
Leymus condouatus

This drought-tolerant species' dense, fibrous root system prevents surface erosion and maximizes the removal of pollutants from stormwater runoff.

FOOTHILL PENSTEMON
Penstemon heterophyllus

Native to California, Foothill Penstemon thrives on sloping ground and attracts native pollinators, especially hummingbirds.

CALIFORNIA MEADOW SEDGE
Carex pansa

The dense form of sedges slows water flow and filters sediments.

4 Bioretention Educational Signage: Bioswale
NTS

GET TO KNOW YOUR WATERSHED

Watersheds are lands adjacent to water bodies such as creeks, streams, rivers, and lakes. Their size and shape are determined by topography. Watersheds also include groundwater such as aquifers.

Salinas River

Monterey Bay Coast

Local Agriculture

SEASIDE BASIN WATERSHED

RECHARGING AN AQUIFER

Groundwater is a crucial buffer against drought in dry years when lakes and reservoirs are low. But dry years mean aquifers are being depleted faster than they can be replenished. California's groundwater basins supply between 38-47% of the state's water supply annually. How can we help put water back into our depleted aquifers? Habitat-friendly stormwater management through bioswales filter pollutants from the water and recharge the groundwater table through infiltration.

YOU CAN HELP SAVE OUR AQUIFERS BY CONSERVING WATER AT HOME!

3 Bioretention Educational Signage: Watersheds
NTS

PRINTED GRAPHIC PANEL, 24" x 36" SEE PLAN FOR QTYS.

METAL SIGN FRAME: SEE SPECS. SEE MANUF. SPECS FOR ASSEMBLY

FINISH GRADE

MULCH: SEE SPECS

CONC FOOTING, SEE SPECS

NOTE: PRE-FABRICATED SIGN. VERIFY WITH MANUFACTURER.

2 Interpretive Sign Embedded Footing
NTS

VARIES: 24" MIN. - 36" MAX.

COBBLE SWALE: SEE SPECS

FINISH GRADE

BIOSWALE SOILS: COMPACT PER SPECS

1 Cobble Swale
NTS

BFS
LANDSCAPE
ARCHITECTS

425 PACIFIC STREET #201
MONTEREY, CALIFORNIA 93940
831.646.1383 • BFSLA.COM

#21.026

12/21/2021	BID SET	
CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825	SHEET TITLE: CONSTRUCTION DETAILS PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	PROJECT NO. 3910.02 SHEET NO. L-2.0 DWG FILE NO. 21026_02

WATER EFFICIENT LANDSCAPE WORKSHEET

Project Name DMM LID Status 90% CD Calc By JB
Project Number 21.026 Date 011/10/2021

Reference Evapotranspiration (Eto)

36.00

Hydrozone # /Planting Description*	Plant Factor (PF)	Irrigation Method* s or d	Irrigation Efficiency (IE)%	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Use (ETWU)*
Regular Landscape Areas							
1 Bioretention	0.3	s	0.75	0.40	13,245	5298.00	118251.36
				Totals	(A) 13245 (B)	5298.00	118251.36
Special Landscape Areas							
None				1.00	0	0.00	0.00
				Totals	(C) 0 (D)	0.00	0.00
ETWU Total (Gallons)						118251.36	
Maximum Allowed Water Allowance (MAWA)* (Gallons)						133032.78	
ETWU (Acre Feet)						0.36	
MAWA (Acre Feet)						0.41	

*Hydrozone #/Planting Description
E.g.
1.) front lawn
2.) low water use plantings
3.) medium water use planting

*Irrigation Method
overhead spray
or drip

*Irrigation Efficiency
0.75 for spray head
0.61 for drip

*ETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.
ETAF is .55 for residential areas and 0.45 for non-residential areas.

*MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas		
Total ETAF x Area	(B)	5298.00
Total Area	(A)	13245.00
Average ETAF	B ÷ A	0.40

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	5298.00
Total Area	(A+C)	13245.00
Sitewide ETAF	(B+D) ÷ (A+C)	0.40

22. PROGRAMMING / SCHEDULING:

- Set up establishment irrigation schedules for optimum plant growth based on anticipated weather over the maintenance period, water use of plantings (see Planting Plan Legend) and sun exposure. Assume the soil type to be a clay / sand loam.
- Non-ET Controllers: Prior to the end of the maintenance period, schedule the controller for repeat cycle irrigation and multiple programs.
- 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 two start times for shrubs if over 5 minutes in length for any one station. 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.

MWELO COMPLIANCE STATEMENT

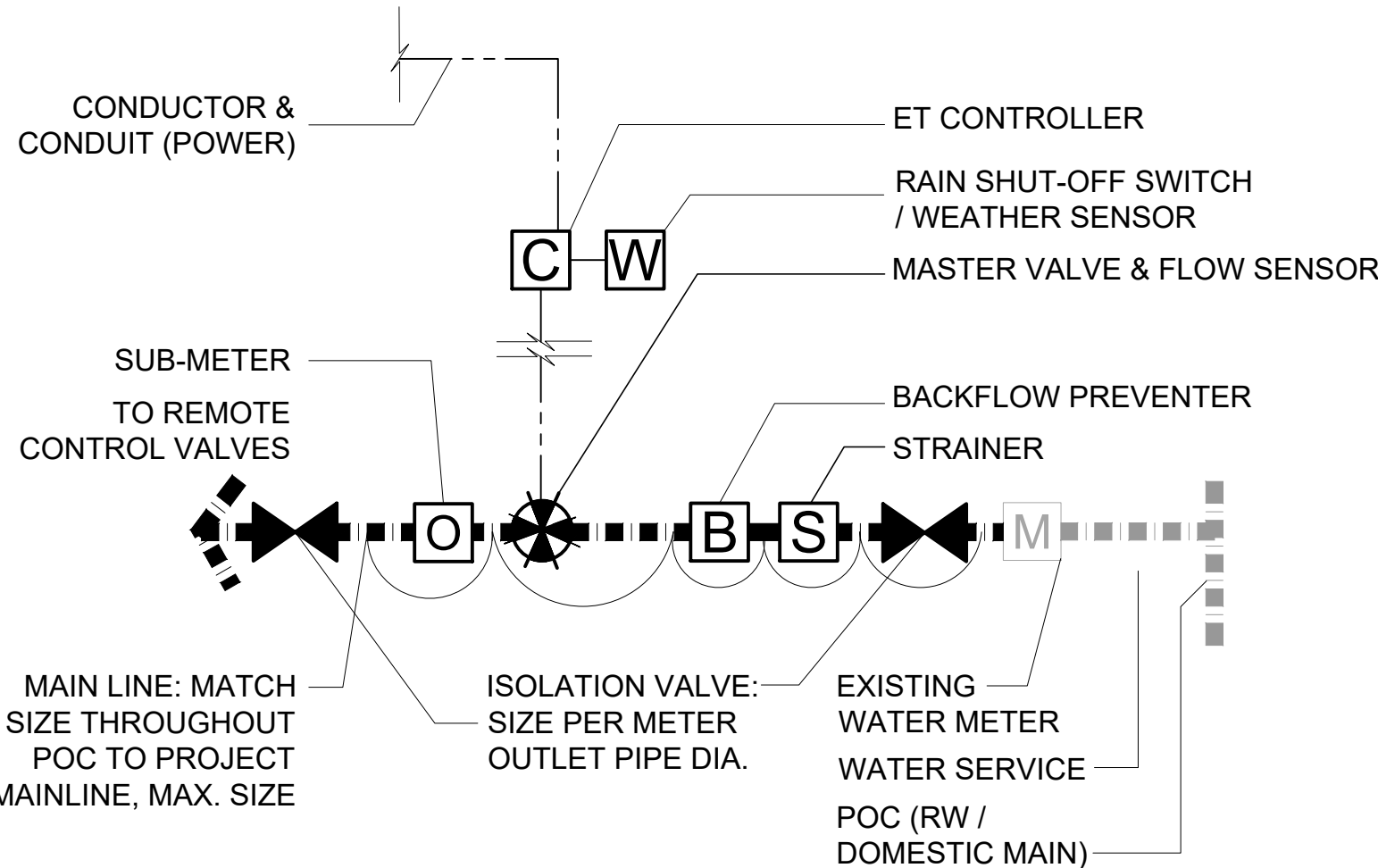
I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan.

Mike Bellinger 3099 12-21-2021
Signed Name CLA# Date

MONTEREY COUNTY DESIGN STATEMENT

I, Larry Foster, certify that this landscaping plan complies with all Monterey County landscaping requirements including use of native drought tolerant, non-invasive species, limited turf and low flow, water conserving irrigation fixtures.

Mike Bellinger 3099 12-21-2021
Signed Name CLA# Date



1 POINT OF CONNECTION SCHEMATIC PLAN
NTS

VALVE LEGEND

Valve Station Number	Bubbler Drip Rotor Spray	GPM	Size	Irrigation Zone (Z) & Notes
1	R	24	1"	Z1 (Bio)
2	R	16	1"	Z2 (Bio)
3	R	15	1"	Z3 (Bio)
4	R	16	1"	Z4 (Bio)
5	R	18	1"	Z5 (Bio)
6	R	16	1"	Z6 (Bio)

GENERAL NOTES

1. GUARANTEE:

Guarantee the irrigation system for one year from date of acceptance.

2. VERIFICATION:

For new systems, design is based on 62 P.S.I. and 40 G.P.M. required at discharge outlet of meter. 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.

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.

8. MASTER VALVE / FLOW SENSOR:

- Connect master valve, and flow sensor if included, to controller with communication cable. See Irrigation Details. Install in dedicated 1" diameter PVC conduit.
- Normally closed Master Valves: if irrigation controller does not have a master valve over-ride function / program, then dedicate one station to quick coupler use.
- Flow sensors: See Specifications for instructions on how to program irrigation controller to allow flow sensor to accommodate quick coupler use.

8. VALVES:

- For tree bubbler zones, include the MFR's adjustable pressure regulating dial.
- For battery operated controllers, include the MFR's DC latching solenoid.

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-inches 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.

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 12" pop-up sprays in the 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" / 12" if adjacent non-permeable surface drains entirely to planting.
 - 2" / 12" if adjacent surface is permeable and no runoff occurs.

18. PRESSURE REGULATION

All sprays and stream rotors shall be installed with pressure regulating screens or have pressure regulated bodies.

21. CONTROLLER:

Install controller as shown on the Drawings. All above-grade conduit shall be rigid steel securely fastened to structure and to controller.

LEGEND

SYMBOL MANUFACTURER DESCRIPTION



Main Line: 24" minimum cover. Sch/Class for pipe / fittings per Specs. See Plan for sizes.

Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under AC paving Sch/Class per Specs. See chart for size.



Hunter

ICV Remote Control Valve: Size as shown on plan.



Rainbird

3/4" Quick Coupler. Single lug, 2-pc body, locking cover.



NDS / Spears

Full Port, True Union, PVC Ball Valve: Line Size



Existing

Water Sub-Meter 1-1/2". See General Note 2 for PSI / GPM.



Zurn

SXL Cast Bronze 'Y' Type Strainer. Line Size. 40-mesh



Febco

1.5" Backflow Preventer LF825Y. Dark Green cage & blanket: See Details



Badger

Sub-Meter 2" Recordall Turbo Series Model #200

Note: Where applicable, all equipment specified shall comply with NSF/ANSI Standard 61: Drinking Water System Components, and be 'lead-free' as defined by the Safe Drinking Water Act (SDWA) of 1974.



Hunter

Model #IC-600-M I-Core Controller with MV & FS terminals, pedestal mount steel cabinet 6 Stations.



Hunter

ET Sensor: Model #WSS-SEN Solar Sync Wireless



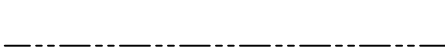
Superior

1-1/2" - 3300 Normally Open Master Valve. Min Flow: 0 GPM / Max Flow: 50 GPM



Hunter

1-1/2" Flow-Sync Flow Sensor, Model #FCT-150. Min Flow: 5.0 GPM / Max Flow: 35 GPM Connect to Controller.



1" Conduit: 24" Depth minimum. For MV & FS wire and dedicated common. For Sensor & Grounding Wires.



Limit of Work Line



Point of Connection

LEGEND - SPRINKLERS

SYMBOL	MANUF	BODY / NOZZLE / (color)	PSI	GPM	RAD	PRECIP In/hr
●	Hunter	I-20-12-BLUE 8.0	40	9.8	44'	0.80-0.92
●	Hunter	I-20-12-BLUE 3.0	40	3.7	38'	0.40-0.46

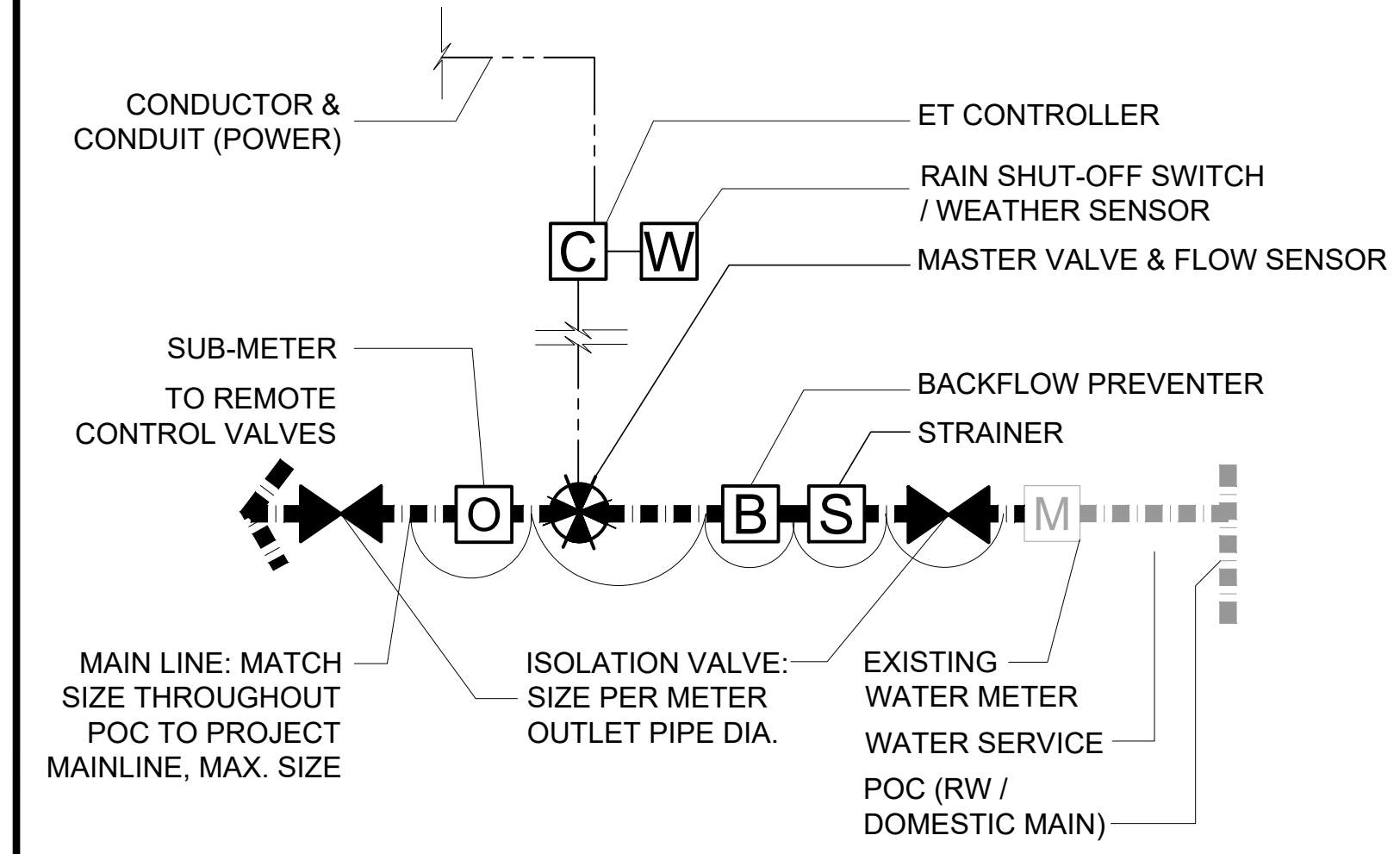
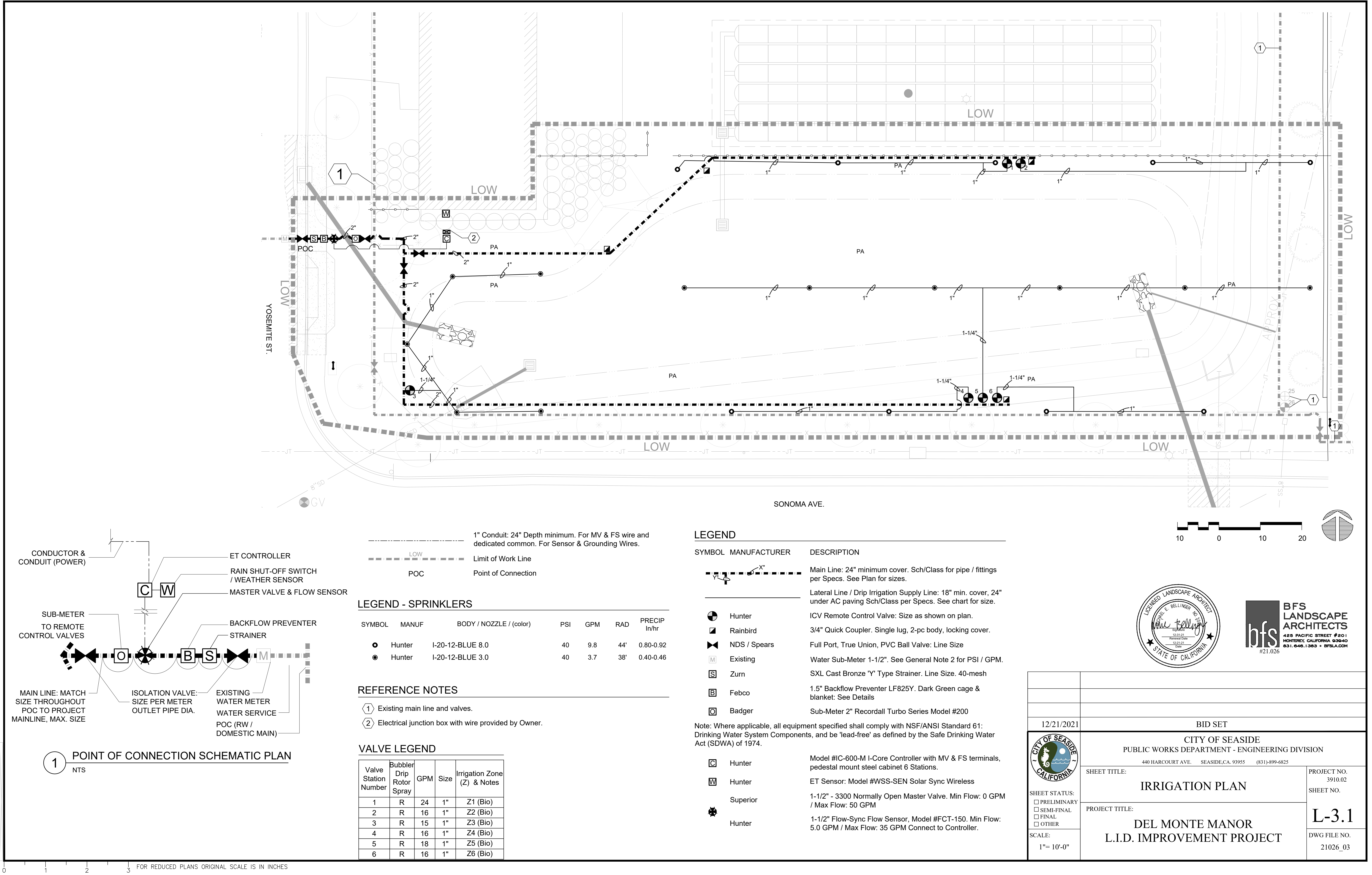
REFERENCE NOTES

- Existing main line and valves.
- Electrical junction box with wire provided by Owner.
-
-



12/21/2021	BID SET		
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1"= 10'-0"	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE: IRRIGATION LEGEND & NOTES	PROJECT NO. 3910.02 SHEET NO.	L-3.0
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	DWG FILE NO. 21026_03	

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1 POINT OF CONNECTION SCHEMATIC PLAN
NTS

1" Conduit: 24" Depth minimum. For MV & FS wire and dedicated common. For Sensor & Grounding Wires.
--- LOW --- Limit of Work Line
--- POC --- Point of Connection

LEGEND - SPRINKLERS

SYMBOL	MANUF	BODY / NOZZLE / (color)	PSI	GPM	RAD	PRECIP In/hr
●	Hunter	I-20-12-BLUE 8.0	40	9.8	44'	0.80-0.92
●	Hunter	I-20-12-BLUE 3.0	40	3.7	38'	0.40-0.46

REFERENCE NOTES

- 1 Existing main line and valves.
2 Electrical junction box with wire provided by Owner.

VALVE LEGEND

Valve Station Number	Bubbler Drip Rotor Spray	GPM	Size	Irrigation Zone (Z) & Notes
1	R	24	1"	Z1 (Bio)
2	R	16	1"	Z2 (Bio)
3	R	15	1"	Z3 (Bio)
4	R	16	1"	Z4 (Bio)
5	R	18	1"	Z5 (Bio)
6	R	16	1"	Z6 (Bio)

LEGEND

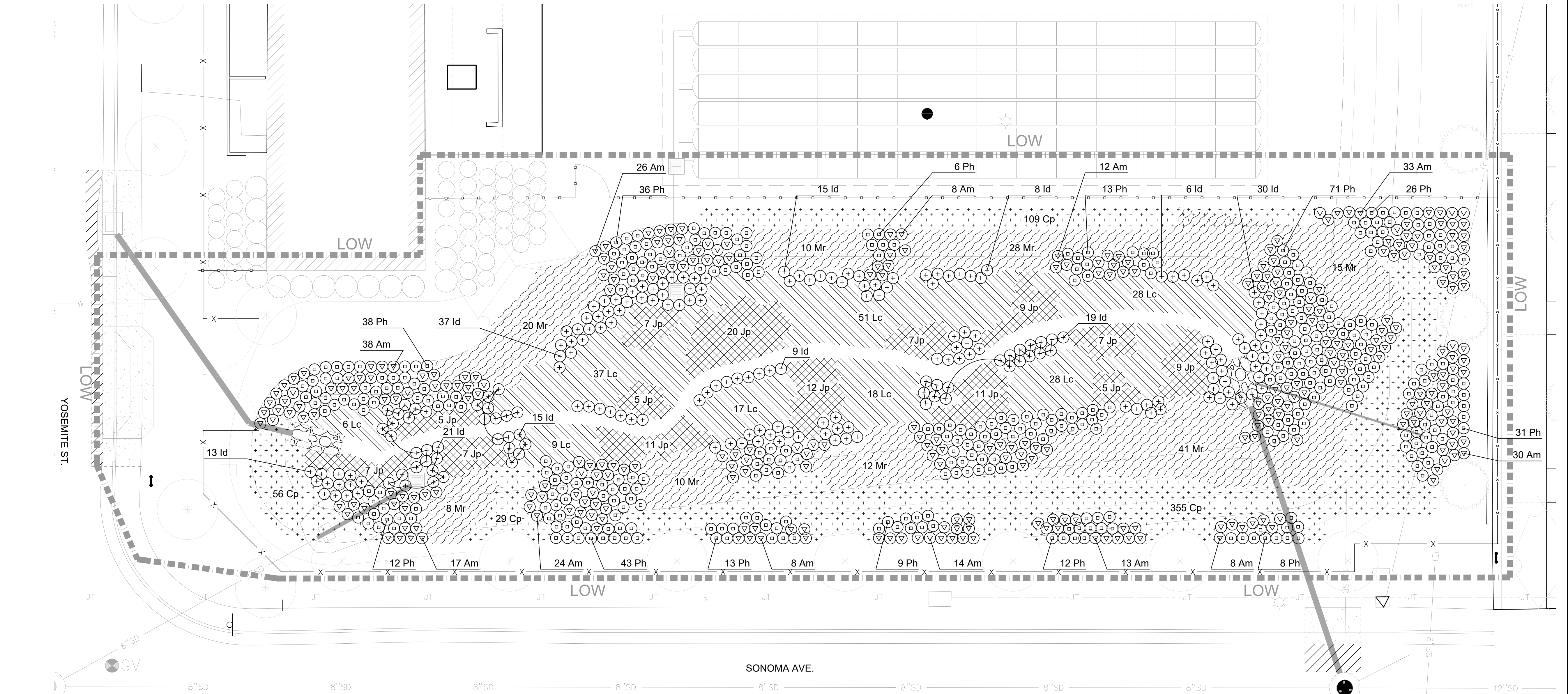
SYMBOL	MANUFACTURER	DESCRIPTION
---		Main Line: 24" minimum cover. Sch/Class for pipe / fittings per Specs. See Plan for sizes.
---		Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under AC paving Sch/Class per Specs. See chart for size.
●	Hunter	ICV Remote Control Valve: Size as shown on plan.
■	Rainbird	3/4" Quick Coupler. Single lug, 2-pc body, locking cover.
✕	NDS / Spears	Full Port, True Union, PVC Ball Valve: Line Size
■	Existing	Water Sub-Meter 1-1/2". See General Note 2 for PSI / GPM.
■	Zurn	SXL Cast Bronze 'Y' Type Strainer. Line Size. 40-mesh
■	Febco	1.5" Backflow Preventer LF825Y. Dark Green cage & blanket: See Details
■	Badger	Sub-Meter 2" Recordall Turbo Series Model #200
■	Hunter	Model #IC-600-M I-Core Controller with MV & FS terminals, pedestal mount steel cabinet 6 Stations.
■	Hunter	ET Sensor: Model #WSS-SEN Solar Sync Wireless
■	Superior	1-1/2" - 3300 Normally Open Master Valve. Min Flow: 0 GPM / Max Flow: 50 GPM
■	Hunter	1-1/2" Flow-Sync Flow Sensor, Model #FCT-150. Min Flow: 5.0 GPM / Max Flow: 35 GPM Connect to Controller.

Note: Where applicable, all equipment specified shall comply with NSF/ANSI Standard 61: Drinking Water System Components, and be 'lead-free' as defined by the Safe Drinking Water Act (SDWA) of 1974.

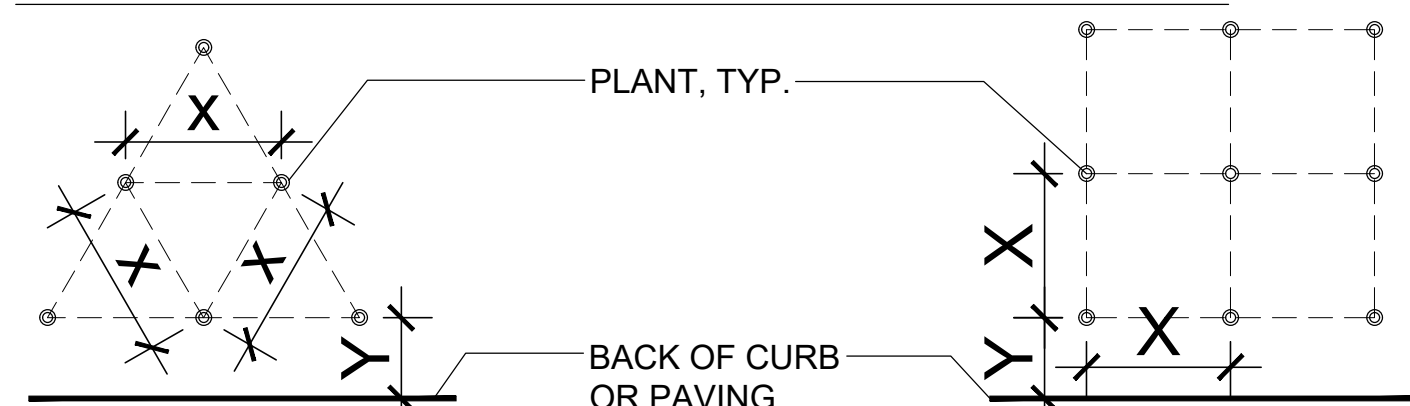


BFS
LANDSCAPE
ARCHITECTS
425 PACIFIC STREET #201
MONTEREY, CALIFORNIA 93940
831.646.1383 • BFSLA.COM
#21.026

12/21/2021	BID SET
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1"= 10'-0"	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825 SHEET TITLE: IRRIGATION PLAN PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT PROJECT NO. 3910.02 SHEET NO. L-3.1 DWG FILE NO. 21026_03



PLANT SPACING AND PLANTING SETBACK DIAGRAM



1. FOR SPACING 'X', SEE PLANTING PLAN LEGEND
2. $Y = 1/2X + 12"$ UON

* 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. See Specifications for materials and procedures including, but not limited to, soil preparation, amendments, fertilizers, and herbicides.
2. See Specifications for materials and procedures including plant pit size and staking. See (2/L-2.1)
3. Install mulch to all planting areas. See Specifications for materials, thickness, and procedures.

PLANT LEGEND

--- LOW --- Limit of Work Line

*WUC	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CHARACTER
Shrubs & Groundcovers					
L	Am	Achillea x 'Moonshine'	Moonshine Yarrow	1 Gal.	@ 24" O.C.
L	Cp	Carex pansa	California Meadow Sage	1 Gal.	@ 24" O.C.
L	Id	Iris douglasiana	Douglas Iris	1 Gal.	@ 24" O.C.
L	Jp	Juncus patens 'Elk Blue'	Elk Blue California Gray Rush	1 Gal.	@ 36" O.C.
L	Lc	Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	1 Gal.	@ 36" O.C.
L	Mr	Muhlenbergia rigens	Deer Grass	1 Gal.	@ 48" O.C.
L	Ph	Penstemon heterophyllus	Purple Foothill Penstemon	1 Gal.	@ 24" O.C.

MWELI COMPLIANCE STATEMENT

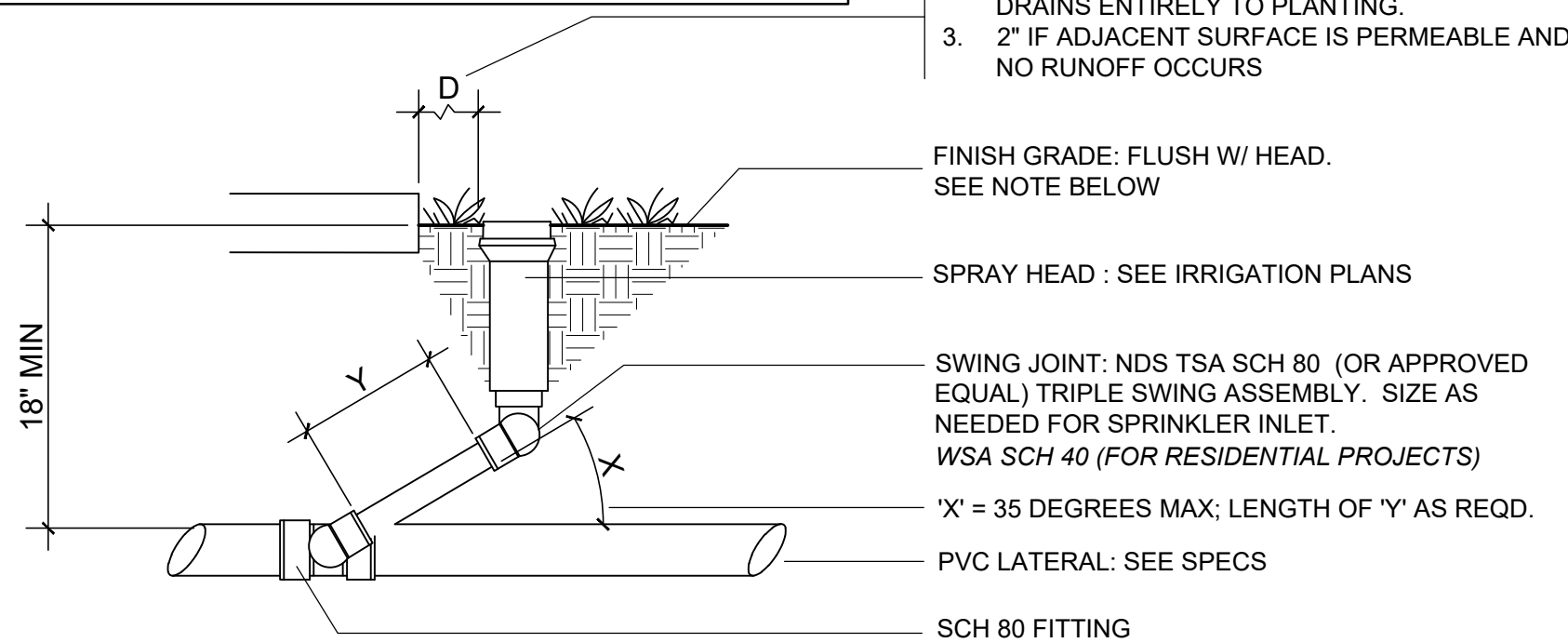
I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the landscape design plan.

Mike Bellinger
Signed Name CLA# Date
3099 12-21-2021



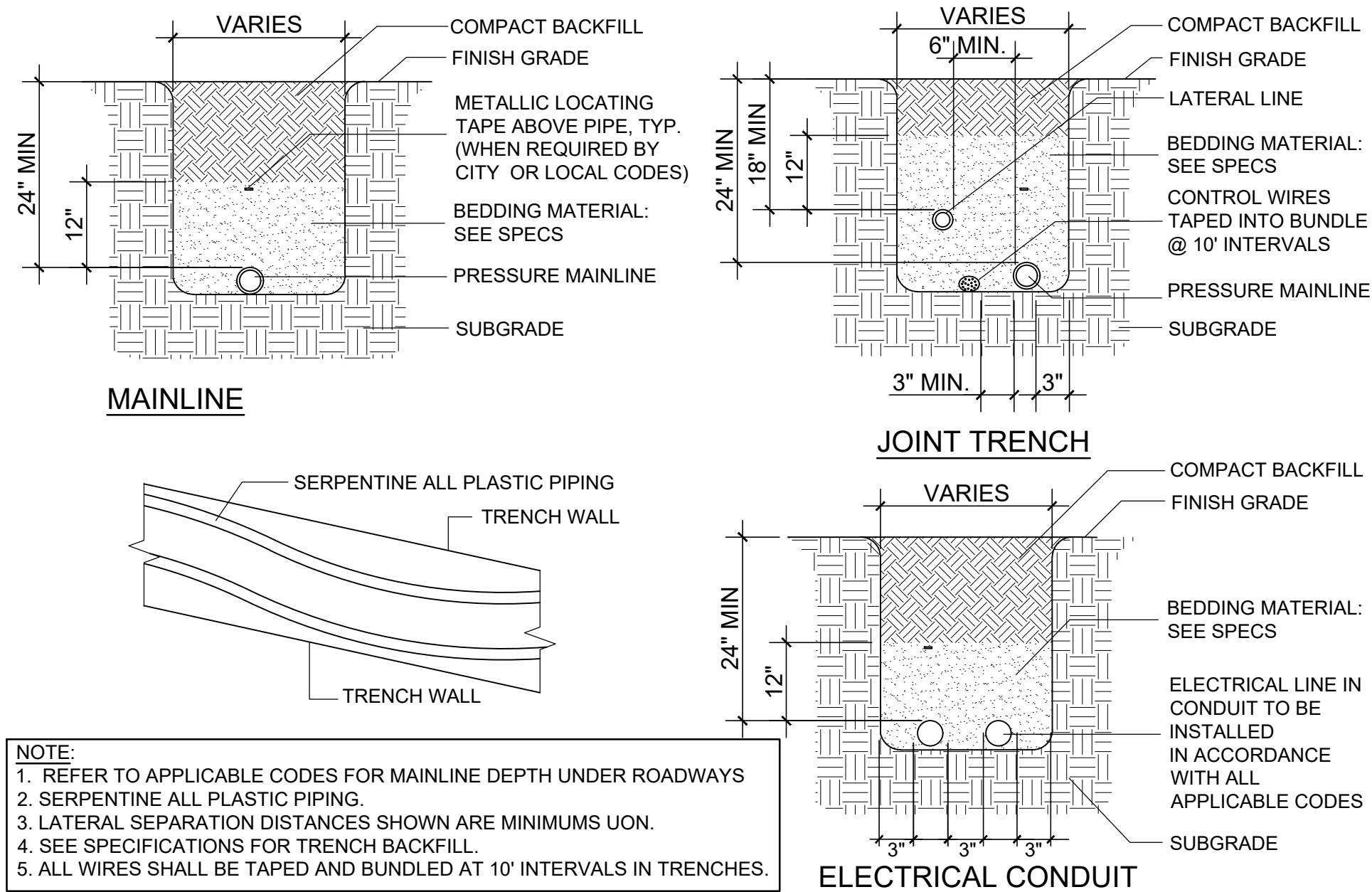
12/21/2021		BID SET	
		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825	
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER		SHEET TITLE: PLANTING PLAN	
SCALE: 1"= 10'-0"		PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	
		PROJECT NO. 3910.02 SHEET NO. L-4.0 DWG FILE NO. 21026_04	

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.



8 Spray Stream Rotor

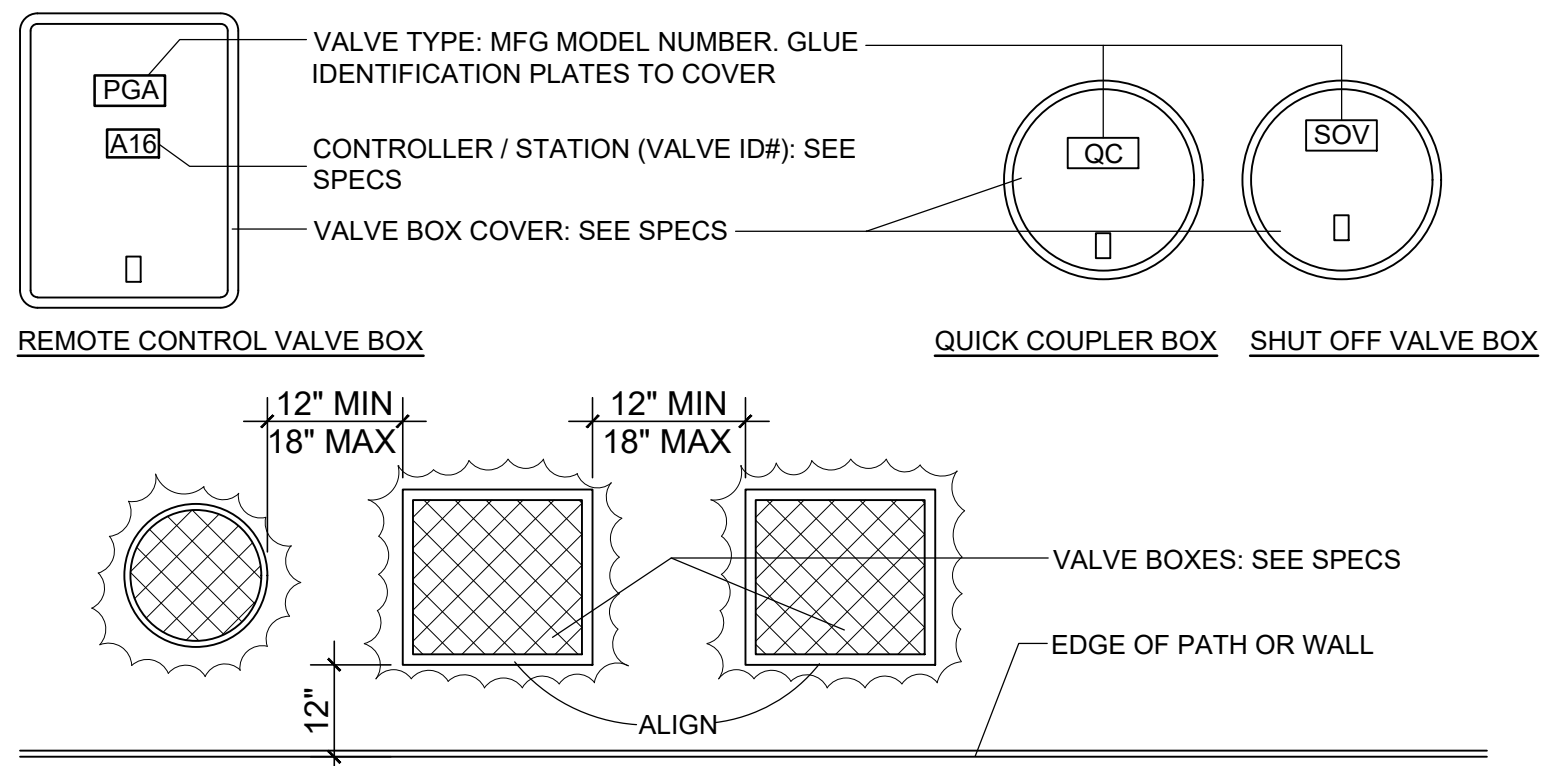
NTS



NOTE:
1. REFER TO APPLICABLE CODES FOR MAINLINE DEPTH UNDER ROADWAYS
2. SERPENTINE ALL PLASTIC PIPING
3. LATERAL SEPARATION DISTANCES SHOWN ARE MINIMUMS UON.
4. SEE SPECIFICATIONS FOR TRENCH BACKFILL.
5. ALL WIRES SHALL BE TAPED AND BUNDLED AT 10' INTERVALS IN TRENCHES.

7 Trench & Pipe Installation

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\"/>

6 Valve Box Installation

NTS

DISTANCE 'D' FROM PAVING OR HEADERBOARD IS EQUAL TO:

1. MINIMUM 24" IF ADJACENT NON-PERMEABLE SURFACE DRAINS AWAY FROM PLANTING.
2. 2" IF ADJACENT NON-PERMEABLE SURFACE DRAINS ENTIRELY TO PLANTING.
3. 2" IF ADJACENT SURFACE IS PERMEABLE AND NO RUNOFF OCCURS

FINISH GRADE: FLUSH W/ HEAD.
SEE NOTE BELOW

SPRAY HEAD : SEE IRRIGATION PLANS

SWING JOINT: NDS TSA SCH 80 (OR APPROVED EQUAL) TRIPLE SWING ASSEMBLY. SIZE AS NEEDED FOR SPRINKLER INLET.
WSA SCH 40 (FOR RESIDENTIAL PROJECTS)

'X' = 35 DEGREES MAX; LENGTH OF 'Y' AS REQ'D.

PVC LATERAL: SEE SPECS

SCH 80 FITTING

VALVE BOX W/ BOLT DOWN LID: SEE SPECS. EPOXY / PASTE / RIVET / BRAND VALVE ID # ON BOX
FINISH GRADE. SEE SPECS FOR RELATION TO TOP OF VALVE BOX

SCH 40 P.V.C. LATERAL

SCH. 40 PVC UNION

SCH. 40 MALE TXS ADAPTER. NOTE: BUSH UP OR DOWN HERE FOR TRANSITIONS TO LATERAL LINE SIZES

1/2" CLEAN DRAIN ROCK: BRICK DEPTH

RODENT PROTECTION SCREEN: 1/2" X 1/2"

19 GA. WWM, WRAP ENDS OF SCREEN

BRICK BLOCKING: ALL CORNERS

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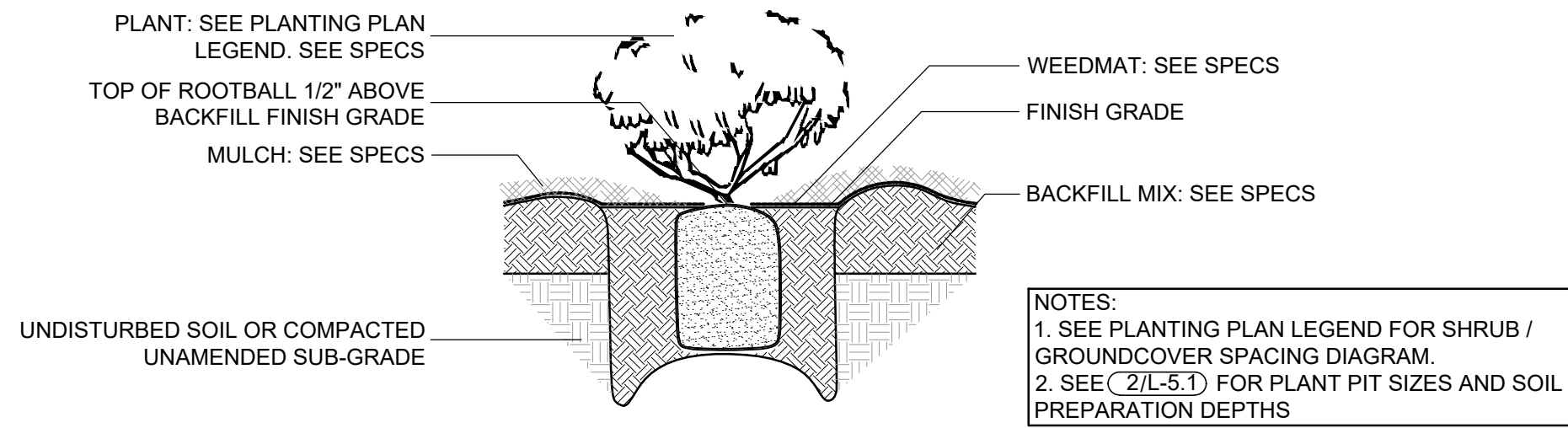
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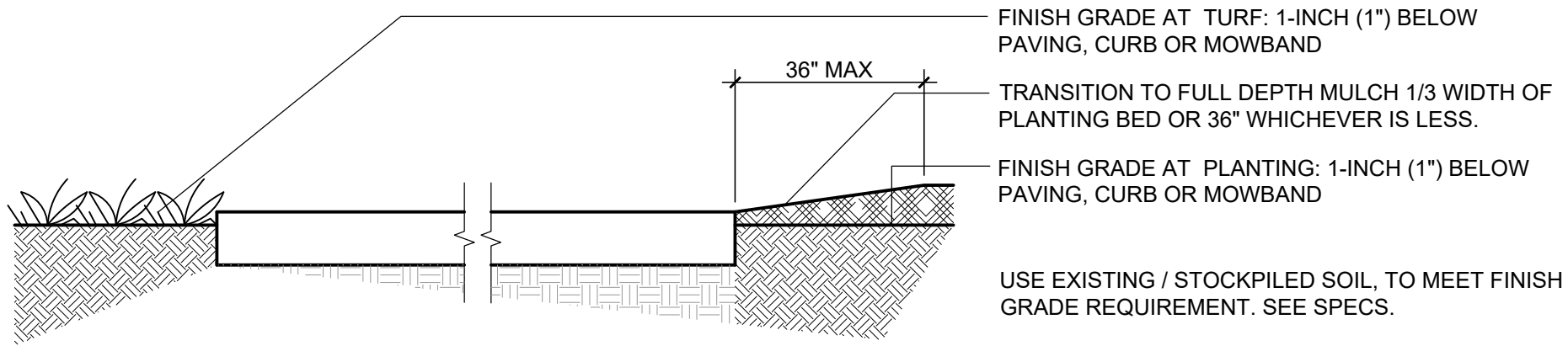
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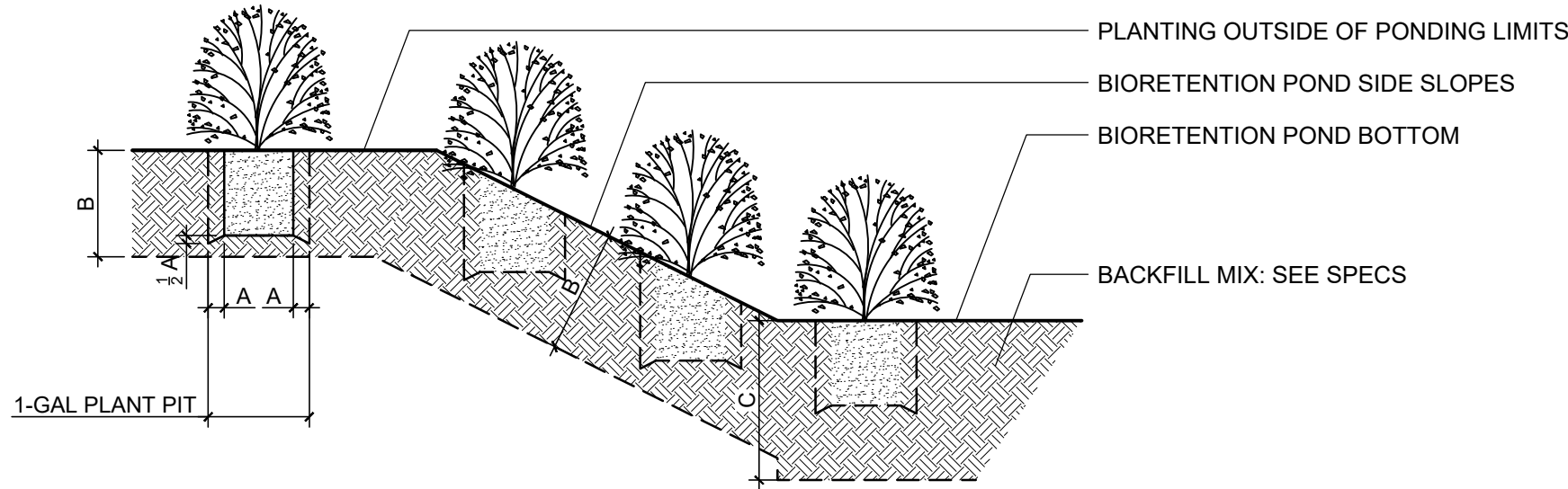


3 Shrub / Groundcover Planting
NTS



2 Finish Grade
NTS

PLANT PIT SIZE TABLE	
CONTAINER SIZE	PIT DIA - ROOTBALL PLUS 'A'
1 GAL	6" ALL AROUND
B	AMENDED SOIL (BACKFILL MIX) DEPTH FOR PLANTING AREA OUTSIDE OF PONDING LIMITS AND PLANTING AREA AT POND SIDE SLOPES UON: SEE SPECS
C	AMENDED SOIL (BACKFILL MIX) DEPTH FOR PLANTING AREA AT BIORETENTION POND BOTTOM UON: SEE SPECS



1 Soil Preparation
NTS



12/21/2021	BID SET	
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: AS SHOWN	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE: IRRIGATION & PLANTING DETAILS	PROJECT NO. 3910.02 SHEET NO.
	PROJECT TITLE: DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT	L-5.1
		DWG FILE NO. 21026_05



ADDENDUM No. 2

For the project

Del Monte Manor L.I.D. Improvement Project

March 15, 2022

Addendum No. 2 is being issued for revisions to Project Manual and to provide responses to inquiries and clarifications related to the Del Monte Manor L.I.D. Improvement Project.

The 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.

REVISIONS

Make the following revisions to Document 00 0110 Table of Contents:

REMOVE reference to Sections 11 6817 Playground Equipment, 11 6818 Rubber Safety Surfacing and 12 9301 Site Furnishings.

Make the following revisions to Document 00 4113 Bid Form:

REMOVE Document 00 4113 in its entirety and **REPLACE** it with the attached Document 00 4113 dated March 2022.

BIDDER INQUIRIES

1. **Question:** Section 00 0110 – Table of Contents: There are sections in the Table of Contents under the Technical Specifications for Playground Equipment 11 6817 and Rubber Safety Surfacing 11 6818 and Site Furnishings 12 9301, yet not included in the specifications. Please clarify these are not required for this project.
Response: Correct, those sections are not used.
2. **Question:** Section 00 1113 – Notice Inviting Bids: Is there an Engineer's Estimate for this project? Please clarify.
Response: Yes, see Bid Addendum 1.
3. **Question:** Is the bid opening going to be done online, in person, posted online? Please clarify.
Response: Sealed, hard-copy bids are required. See Section 00 11 13 and 00 2113. Bid results will be made available upon request.
4. **Question:** Section 33 4000 – Storm Drainage Utilities: Part 2- Products, 2.3 Reinforced concrete Pipe. Please clarify that this is used in all areas of vehicular travel in the street.

Response: Reinforced concrete pipe is used only at the locations specifically noted on the Plans. At other locations, pipe shall be plastic.

5. **Question:** Sheet C1.0: Demolition Plan: There are two locations that call out for the removal and replacement of 12" SD. Are we removing plastic, DI, RCP? Please clarify.

Response: The storm drain labeled "Remove 35 LF 12"SD" is concrete pipe. The storm drain labeled "Remove & replace 24 LF 12"SD" is unknown material. Bidders' attention is directed to Section 00 2113 and 00 3132 regarding Bidder's responsibility for pre-bid site visits and investigations.

6. **Question:** Sheet C1.0: Demolition Plan: Please clarify what size the SDMH is that we are reconstructing on Sonoma Avenue.

Response: The reconstructed SDMH shall be 4'-diameter.

7. **Question:** Demolition Plan Notes, note 11 under salvaged materials states that any salvaged materials not picked up by the city become the contractor's property and must be removed from the site. Please clarify the cost occurred will then become a change order.

Response: Salvaged materials not picked up by the City shall become the Contractor's property and be removed from the site at no cost to the City. A change order will not be provided for removal of salvaged materials not claimed by the city. The Contractor may coordinate with the City immediately prior to demolition to determine which of the listed materials the City would like salvaged.

8. **Question:** Please clarify the depth of the vehicular AC paving on Sonoma Avenue and Yosemite Street.

Response: Thickness of existing AC paving is unknown. Existing AC and base rock shall be removed to 9" depth. Bidders' attention is directed to Section 00 2113 and 00 3132 regarding Bidder's responsibility for pre-bid site visits and investigations.

9. **Question:** Please clarify the depth of the AC apron around the drain inlet at the corner of Sonoma and Yosemite.

Response: Thickness of existing AC apron is unknown. Existing AC and base rock shall be removed entirely. Bidders' attention is directed to Section 00 2113 and 00 3132 regarding Bidder's responsibility for pre-bid site visits and investigations.

10. **Question:** Sheet C1.1 Civil Construction Plan: Please confirm that the 24LF of 12" pipe under the street on Sonoma Street (after the break line) is RCP.

Response: The existing pipe material is unknown. The proposed pipe shall be plastic.

11. **Question:** Sheet C4.1: Storm Drain Monitoring System: Are there any other specifications for the storm drain monitoring system other than what's on the plan sheet? Please clarify.

Response: There is no specification section for the monitoring system.

12. **Question:** Sheet L-1.0: Construction Plan: Please provide details for the decorative metal fencing.

Response: Fence shall be Ameristar Montage II Majestic, or approved equal, per drawing L-1.0 and Specification Section 32 3119. Please see manufacturer's literature for construction details.

13. **Question:** Sheet L-2.0: Construction Details: Detail 1, Cobble Swale. Is there any header board going in to separate the cobble from the planting areas? If so, please supply specifications and details for it.

Response: A header board is not proposed.

14. **Question:** Sheet L-2.0: Construction Details: Detail1, cobble swale is shown on bio swale soils, yet nothing is mentioned of bioswale soil mix in the planting or drainage specifications. Plan sheet C1.1 shows an 10" and 18" deep soil amendment, but what about the swale that runs through the 18" section? This is vague. Please clarify if any bioswale mix is required and if so provide specifications for it.

Response: A modified bioretention type soil will be produced on site by incorporating soil amendments into the native sandy soil; see Section 32 9113 Soil Preparation. Imported, pre-mixed bioretention soil complying with the regional bioretention soil specifications is not proposed.

15. **Question:** Will the same product be used for the Decorative Cobble Outlet Protections (Drawing 4/C3.2) and Cobble Swale (Note 3/L-1.0)? They have different hash symbols on the plan, but I assume River Rock (Spec 32 15 16) is to be used for both.

Response: Correct, the same material shall be used for Decorative Cobble Outlet Protection (Detail 4/C3.2) and Cobble Swale (Note 3/L-1.0). Decorative Cobble shall comply with Specification 32 1516.

16. **Question:** Where are the two Decorative Cobble Outlet Protections (Drawing 4/C3.2) to be put in the Bid Form (Spec 00 4113)?

Response: Decorative cobble will be paid for under Bid Item 32 Decorative Cobble. Note that bid quantity for Bid Item 32 is revised in the attached Bid Form.

PRE-QUALIFICATION SUBMITTALS

No product prequalification submittals were received as of March 13, 2022. Bidders therefore shall utilize the specified equipment by one of the listed manufacturers. Manufacturer/supplier contact information is provided below for bidder's convenience:

Hach (Sigma)

Contact: Hach

Email: orders@hach.com

Phone: (800) 227-4224

Pulsar Management (Greyline)

Supplier: MuniQuip, LLC

Contact: Kevin Hall

Email: khall@muniquipllc.com

Phone: 925-413-9911

Teledyne (Isco)

Supplier: Clipper Controls

Contact: Jack Commins

Email: jcommins@clippercontrols.com

Phone: (415) 808-2469

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Nisha Patel at (831) 899 - 6884.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nisha Patel', is written over a horizontal line.

Nisha Patel
Public Works Director/City Engineer

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT** located at the north east corner of Sonoma Avenue and Yosemite Steet, Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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

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

SCHEDULE OF BID PRICES

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

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Temporary Construction Funding Sign	2	EA		
3	Temporary Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Remove 12" RCP Storm Drain	50	LF		
6	Remove Storm Drain Inlet	1	EA		
7	Remove Storm Drain Manhole	1	EA		
8	Remove Concrete Curb and Gutter	30	LF		
9	Remove Concrete Sidewalk	150	SF		
10	Remove AC Pavement and Base (F)	300	SF		
11	Miscellaneous On-Site Demolition	1	LS		
12	Earthwork	1	LS		
13	4" Plastic Pipe Storm Drain	30	LF		
14	8" RCP Storm Drain	20	LF		
15	12" RCP Storm Drain	50	LF		
16	12" Plastic Pipe Storm Drain	100	LF		
17	12" Concrete Flared End Section	2	EA		
18	24"x24" Flat Grate Storm Drain Inlet	3	EA		
19	24"x30" Curb Opening Storm Drain Inlet	1	EA		
20	Storm Drain Manhole	1	EA		
21	Underground Chamber System	1	LS		
22	Storm Drain Monitoring System	1	LS		
23	Concrete Curb and Gutter	55	LF		
24	Concrete Sidewalk	240	SF		
25	Class 2 Aggregate Base (6" Depth) (F)	400	SF		

26	Hot Mix Asphalt (3" Depth) (F)	400	SF		
27	42"-Tall Decorative Fence	200	LF		
28	42"-Tall Decorative Fence Gate (6'-Wide)	1	LS		
29	Interpretive Sign	2	EA		
30	Aged Compost	120	CY		
31	Wood Mulch	130	CY		
32	Decorative Cobble	14	TON		
33	1-Gallon Plants	1,991	EA		
34	Irrigation System	1	LS		
35	Plant Establishment Period	12	MO		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____and_____/100 DOLLARS					

(F) = Final Pay item in conformance with Section 9-1.02C of the Standard Specifications.

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

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

NAME OF BIDDER: _____ licensed in accordance with an act for the registration of Contractors, and with license number: _____, with Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal, Name/Title)

	(Principal, Name/Title)

	(Principal, Name/Title)

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

Business Address: _____

Contractor's Representative(s): _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT



ADDENDUM No.1

For the project

Del Monte Manor L.I.D. Improvement Project

March 1, 2022

Addendum No. 1 is being issued for revisions to Project Manual and to provide responses to inquiries and clarifications related to the Del Monte Manor L.I.D. Improvement Project.

The 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.

REVISIONS

Make the following revisions to Document 00 1113 Notice Inviting Bids

REMOVE Document 00 0113 in its entirety and **REPLACE** with the attached February, 2022 Document 00 1113.

Make the following revisions to Document 00 4113 Bid Form

REMOVE Document 00 4113 in its entirety and **REPLACE** with the attached February, 2022 Document 00 4113.

Make the following revisions to Plan Sheet C1.1 Civil Construction Plan

REMOVE plan sheet in its entirety and **REPLACE** with the attached plan sheet C1.1

Make the following revisions to Plan Sheet L-4.0 Planting Plan

REMOVE plan sheet in its entirety and **REPLACE** with the attached plan sheet L-4.0

Make the following revisions to Plan Sheet L-5.1 Planting Plan

REMOVE reference to weed mat on Detail 3. Weed mat shall not be used on this project.

CLARIFICATIONS

1. The engineers estimate for the project is \$460,000.
2. Plan sheet C4.1 requires that each bidder provide a monitoring system prequalification submittal at least two weeks prior to bid opening. The City will provide the list of prequalified equipment in a subsequent Addendum. In the event a Bidder does not provide a prequalification submittal, it shall be assumed that their bid utilizes the prequalified equipment. Failure to provide a prequalification submittal will not make a bid unresponsive.
3. Construction water is not available on-site. Contractor is responsible for providing construction water. The nearest public fire hydrant is located at the southeast corner of Sonoma Avenue and Yosemite Street and is owned by the Seaside Municipal Water System.
4. The Contractor shall not use or access the site, beyond the identified work area. This includes the on-site parking lots and walkways adjacent to the work area.
5. Soils within the Project Area generally consists of lightly cemented to uncemented sands. Shoring should be anticipated for all temporary excavations 2H:1V and steeper. Shoring is required for all trenches and excavations within the street. The bid quantities for bid items 10, 25, and 26 are based on shored excavations.

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Nisha Patel at (831) 899 - 6884.

Sincerely,



Nisha Patel
Public Works Director/City Engineer

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:00 pm Monday, March 21, 2022** for the following public work:

**CITY OF SEASIDE
DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT**

located at the

NORTH EAST CORNER OF SONOMA AVENUE AND YOSEMITE STEET

- 1.02 Project Description:** This project includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on Wednesday February 23, 2022 at 9:30 AM on site at the north east corner of Sonoma Avenue and Yosemite Street in Seaside, CA. Social distancing and mask will be required.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California Class A General Engineering Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Base contract bid only.
- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of

Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT** located at the north east corner of Sonoma Avenue and Yosemite Steet, Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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

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

SCHEDULE OF BID PRICES

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

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Temporary Construction Funding Sign	2	EA		
3	Temporary Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Remove 12" RCP Storm Drain	50	LF		
6	Remove Storm Drain Inlet	1	EA		
7	Remove Storm Drain Manhole	1	EA		
8	Remove Concrete Curb and Gutter	30	LF		
9	Remove Concrete Sidewalk	150	SF		
10	Remove AC Pavement and Base (F)	300	SF		
11	Miscellaneous On-Site Demolition	1	LS		
12	Earthwork	1	LS		
13	4" Plastic Pipe Storm Drain	30	LF		
14	8" RCP Storm Drain	20	LF		
15	12" RCP Storm Drain	50	LF		
16	12" Plastic Pipe Storm Drain	100	LF		
17	12" Concrete Flared End Section	2	EA		
18	24"x24" Flat Grate Storm Drain Inlet	3	EA		
19	24"x30" Curb Opening Storm Drain Inlet	1	EA		
20	Storm Drain Manhole	1	EA		
21	Underground Chamber System	1	LS		
22	Storm Drain Monitoring System	1	LS		
23	Concrete Curb and Gutter	55	LF		
24	Concrete Sidewalk	240	SF		
25	Class 2 Aggregate Base (6" Depth) (F)	400	SF		

26	Hot Mix Asphalt (3" Depth) (F)	400	SF		
27	42"-Tall Decorative Fence	200	LF		
28	42"-Tall Decorative Fence Gate (6'-Wide)	1	LS		
29	Interpretive Sign	2	EA		
30	Aged Compost	120	CY		
31	Wood Mulch	130	CY		
32	Cobble	6	TON		
33	1-Gallon Plants	1,991	EA		
34	Irrigation System	1	LS		
35	Plant Establishment Period	12	MO		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____and_____/100 DOLLARS					

(F) = Final Pay item in conformance with Section 9-1.02C of the Standard Specifications.

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

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

NAME OF BIDDER: _____ licensed in accordance with an act for the registration of Contractors, and with license number: _____, with Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal, Name/Title)

	(Principal, Name/Title)

	(Principal, Name/Title)

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

Business Address: _____

Contractor's Representative(s): _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

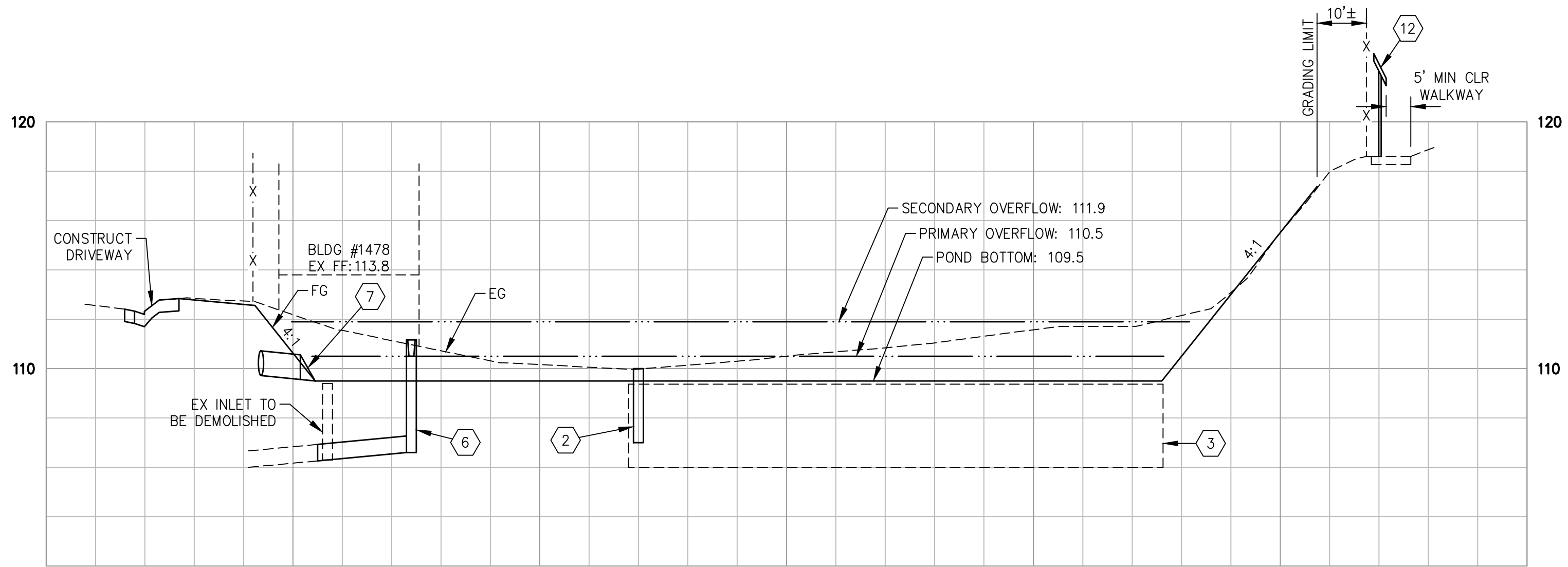
Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT



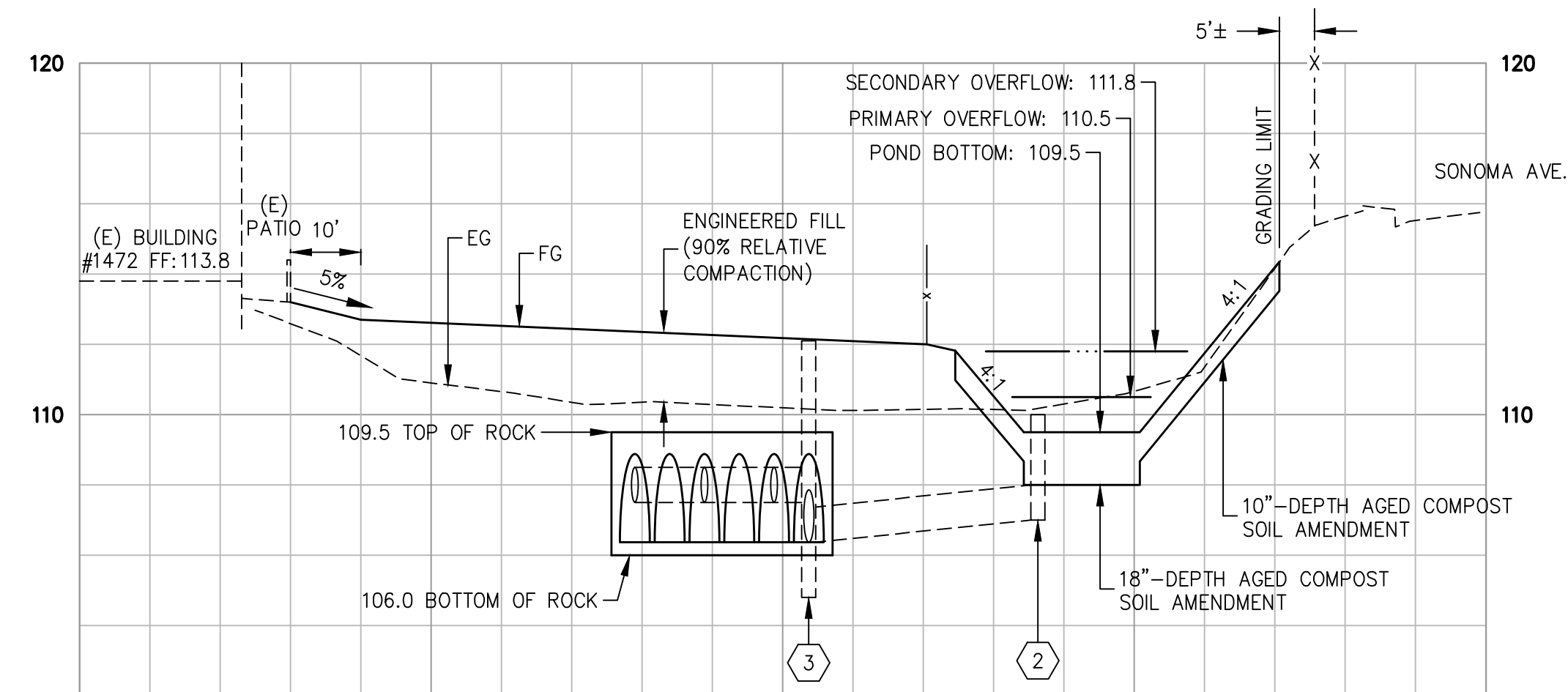
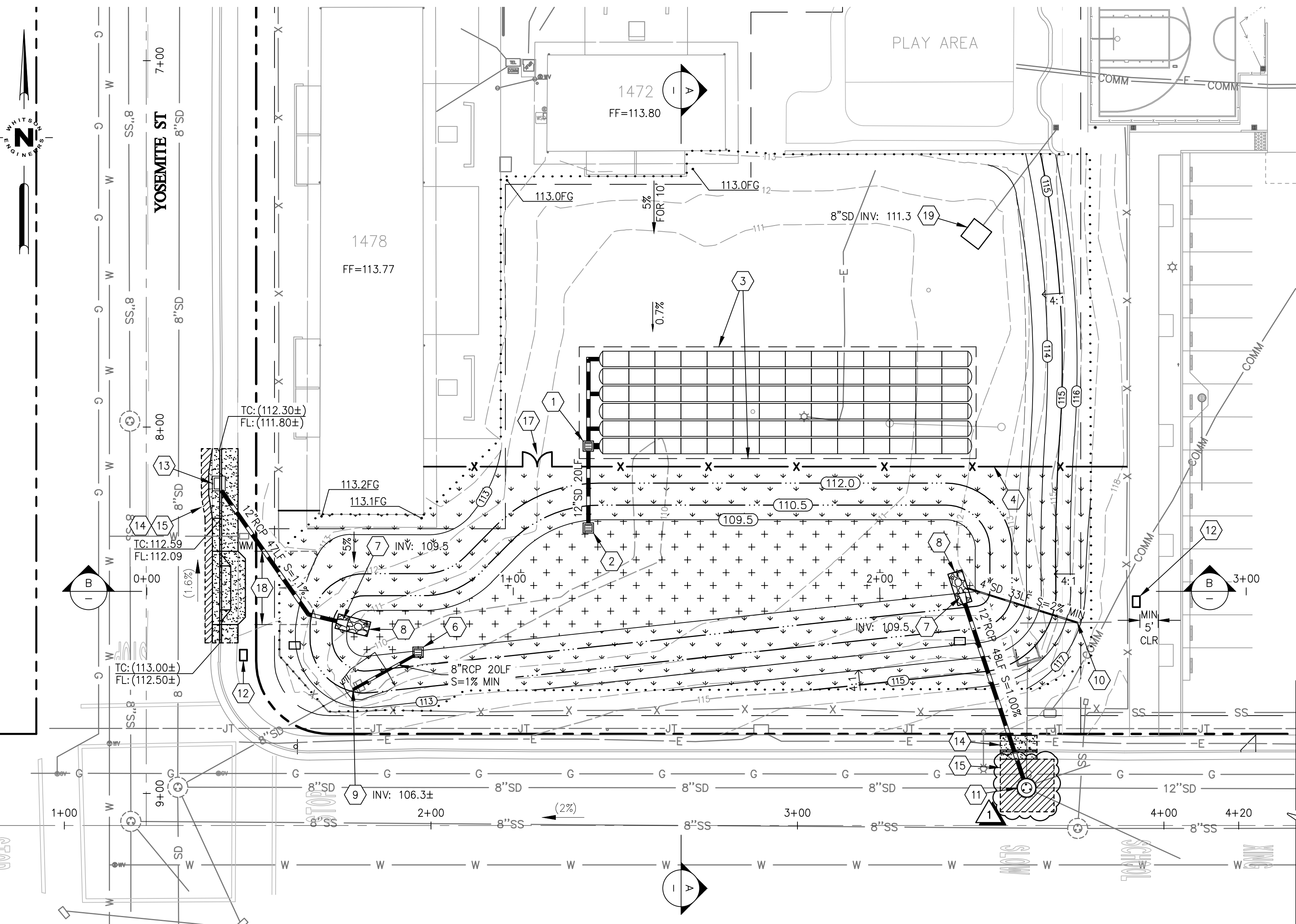
B TYPICAL SECTION
SCALE: V: 1" = 4'
H: 1" = 20'

CONSTRUCTION KEYNOTES:

- DI#1: 24"x24" FLAT GRATE INLET PER DETAIL 3 | C3.2. GRT:112.1, SUMP:104.50
- DI#2: 24"x24" FLAT GRATE INLET PER DETAIL 3 | C3.2. GRT:110.00, INV:107.00. A SINGLE PIECE PRECAST UNIT IS REQUIRED; OR A SINGLE PIECE PRECAST UNIT ON A CAST-IN-PLACE BASE. SEPARATE BODY AND TOP SECTIONS ARE NOT ALLOWED FOR OUTLET STRUCTURES LOCATED WITHIN THE POND.
- UNDERGROUND RETENTION CHAMBERS PER DETAILS ON SHEET C3.3.
- 42"-TALL DECORATIVE FENCE: SEE LANDSCAPE DRAWINGS.
- NOT USED.
- DI#3: 24"x24" FLAT GRATE INLET WITH 18"-WIDE SIDE OPENING PER DETAIL 3 | C3.2. A SINGLE PIECE PRECAST UNIT IS REQUIRED; OR A SINGLE PIECE PRECAST UNIT ON A CAST-IN-PLACE BASE. SEPARATE BODY AND TOP SECTIONS ARE NOT ALLOWED FOR OUTLET STRUCTURES LOCATED WITHIN THE POND. GRT:111.17, SO:110.50, INV:106.6±
- 12" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B
- 4'x9' DECORATIVE COBBLE OUTLET PROTECTION PER DETAIL 4 | C3.2.
- CONNECT TO EXISTING 8"SD PER DETAIL 5 | C3.2.
- CONNECT TO EXISTING 4" ABS SD WITH 22.5' ELBOW.
- RECONSTRUCT MANHOLE PER CITY STANDARD DETAIL S-401 | C3.1.
- INTERPRETIVE SIGN: SEE LANDSCAPE DRAWINGS.
- DI#4: CURB INLET TYPE 'D' PER DETAIL S-450 | C3.1. TC 112.43±, FL 111.73±, INV:110.00.
- RECONSTRUCT CONCRETE CURB, GUTTER AND SIDEWALK PER DETAILS ON SHEET C3.1.
- HMA PATCH PAVING: 3" HMA ON 6" CL. 2 A.B.
- REPLACE FAILED STORM DRAIN PIPE.
- MAINTENANCE ACCESS GATE: SEE LANDSCAPE DRAWINGS.
- EXISTING MAINTENANCE ACCESS GATE TO REMAIN
- EXISTING ROCK RIPRAP OUTLET PROTECTION TO REMAIN. (WILL BE ADJUSTED/MODIFIED BY PROPERTY OWNER AFTER COMPLETION OF THIS PROJECT.)

LEGEND

- HMA CONFORM PAVING
- CONCRETE CURB, GUTTER, AND SIDEWALK
- STORM DRAIN PIPE
- 18"-DEEP SOIL AMENDMENT: SEE SPECIFICATIONS
- 10"-DEEP SOIL AMENDMENT: SEE SPECIFICATIONS
- SAWCUT LINE
- GRADING LIMIT



A TYPICAL SECTION
SCALE: V: 1" = 4'
H: 1" = 20'



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

2/28/22	1 BID ADDENDUM #1		
12/21/21	BID SET		
DATE	REVISIONS		
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825		
	SHEET TITLE:		PROJECT NO. 3910.02
	CIVIL CONSTRUCTION PLAN		SHEET NO.
	PROJECT TITLE:		C1.1
	DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT		
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER			
SCALE: NONE			
		DWG FILE NO. 3910.02	

DOCUMENT 00 0101

PROJECT MANUAL

for

DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT

located at the

NORTH EAST CORNER OF SONOMA AVENUE AND YOSEMITE STREET

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Recommended by: Scott Ottmar, P.E.
Senior Civil Engineer

Advertisement Date: February 10, 2022

Bid Date: March 10, 2022

DOCUMENT 00 0110

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32 8400	Irrigation
32 9113	Soil Preparation
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33 4000	Storm Drainage Utilities

APPENDICES

A	Grant Agreement
B	City of Seaside COVID-19 Vaccination Requirement Policy
C	City of Seaside Drug Free Policy
D	Soil Report & Soil Amendment Recommendation

END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

<u>Sheet Number</u>	<u>Description</u>
	GENERAL
G0.1	Title Sheet
G0.2	Notes and Legends
G0.9	Erosion and Sediment Control Plan
	CIVIL
C0.2	Civil Notes and Legends
C1.0	Demolition Plan
C1.1	Civil Site, Grading and Drainage Plan
C2.1	Profiles
C3.1	Standard Plans
C3.2	Civil Details
C3.3	Underground Chamber Details
C4.1	Storm Drain Monitoring System
	LANDSCAPE
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L-2.0	Construction Details
L-2.1	Construction Details
L-3.0	Irrigation Legend and Notes
L-3.1	Irrigation Plan
L-4.0	Planting Plan
L-5.0	Irrigation and Planting Details
L-5.1	Irrigation and Planting Details

END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 pm Thursday, March 10, 2022** for the following public work:

**CITY OF SEASIDE
DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT**

located at the

NORTH EAST CORNER OF SONOMA AVENUE AND YOSEMITE STEET

- 1.02 Project Description:** This project includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Optional Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on Wednesday February 23, 2022 at 9:30 AM on site at the north east corner of Sonoma Avenue and Yosemite Street in Seaside, CA. Social distancing and mask will be required.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California Class A General Engineering Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Base contract bid only.
- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are

deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 2113**INSTRUCTIONS TO BIDDERS**

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

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS**1.01 Pre-Bid Conference and Site Visit**

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

1.02 Required Pre-Bid Investigations

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

1.03 Registration

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

1.04 Bidder Questions and Answers

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

1.05 Addenda

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

ARTICLE 2 - RECEIPT OF BIDS:**2.01 Date and Time**

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

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "Bid for Construction –Del Monte Manor L.I.D. Project <<Bidder Name>>".

2.03 Required Contents of Bid Submittals

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

ARTICLE 3 - BID OPENING AND EVALUATION**3.01 Determination of Apparent Low Bidder**

- A. Owner will open each Bidders' Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

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

3.02 Evaluation of Bids

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

3.03 Reservation of Rights

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

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to **City Clerk's Office, 440 Harcourt Avenue Seaside, CA 93955**, before **3:30 P.M.** of the fifth Business Day following opening of the Bidders' envelopes.

- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other party will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

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

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th Working Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit signed copy and initials on each page.
- B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit one original.
- C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit one original.
- D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
- E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.
- F. Proof of compliance with the City of Seaside COVID 19 Vaccination Requirement Policy in the form of vaccination record or exemption.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract

Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.

- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

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

6.02 Conformed Project Manual:

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

6.03 Bonds:

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

6.04 Wage Rates:

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

6.05 Notice of Compliance Monitoring:

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

6.06 Withdrawal of Bids:

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

6.07 Ineligible Contractors and Subcontractors:

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

6.08 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 20 Calendar Days after Notice of Award. As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents as "No substitutions allowed".

6.09 Definitions:

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

END OF DOCUMENT

DOCUMENT 00 3132

EXISTING CONDITIONS

ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

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

2.02 Underground Facilities:

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- C. Owner is not responsible only for information regarding Underground Facilities owned by others.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT** located at the north east corner of Sonoma Avenue and Yosemite Steet, Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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

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

SCHEDULE OF BID PRICES

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

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Temporary Construction Funding Sign	2	EA		
3	Temporary Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Remove 12" RCP Storm Drain	50	LF		
6	Remove Storm Drain Inlet	1	EA		
7	Remove Storm Drain Manhole	1	EA		
8	Remove Concrete Curb and Gutter	30	LF		
9	Remove Concrete Sidewalk	150	SF		
10	Remove AC Pavement and Base	80	SF		
11	Miscellaneous On-Site Demolition	1	LS		
12	Earthwork	1	LS		
13	4" Plastic Pipe Storm Drain	30	LF		
14	8" RCP Storm Drain	20	LF		
15	12" RCP Storm Drain	50	LF		
16	12" Plastic Pipe Storm Drain	100	LF		
17	12" Concrete Flared End Section	2	EA		
18	24"x24" Flat Grate Storm Drain Inlet	3	EA		
19	24"x30" Curb Opening Storm Drain Inlet	1	EA		
20	Storm Drain Manhole	1	EA		
21	Underground Chamber System	1	LS		
22	Storm Drain Monitoring System	1	LS		
23	Concrete Curb and Gutter	55	LF		
24	Concrete Sidewalk	240	SF		
25	Class 2 Aggregate Base (6" Depth)	160	SF		

26	Hot Mix Asphalt (3" Depth)	160	SF		
27	42"-Tall Decorative Fence	200	LF		
28	42"-Tall Decorative Fence Gate (6'-Wide)	1	LS		
29	Interpretive Sign	2	EA		
30	Aged Compost	120	CY		
31	Wood Mulch	130	CY		
32	Cobble	6	TON		
33	1-Gallon Plants	2,500	EA		
34	Irrigation System	1	LS		
35	Plant Establishment Period	12	MO		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____/100 DOLLARS					

*Item not subject to unit price adjustments for quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

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

NAME OF BIDDER: _____ licensed in accordance with an act for the registration of Contractors, and with license number: _____, with Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal, Name/Title)

	(Principal, Name/Title)

	(Principal, Name/Title)

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

Business Address: _____

Contractor's Representative(s): _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts _____
 (Name/Title)

 (Name/Title)

 (Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

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

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

WHEREAS, the said Principal is submitting a Bid for Del Monte Manor L.I.D. Improvement Project located at the north east corner of Sonoma Avenue and Yosemite Street, Seaside, California, 93955.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

SIGNATURE

DATE

SAFETY EXPERIENCE

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

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

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

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

BIDDER:

By: _____
Signature / Name

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

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

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

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

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DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

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

1.02 Measurement.

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

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

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

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.
- B. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor’s bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- C. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner’s requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and

fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ___ No ___
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes ___ No ___
3. Has Bidder's License been revoked at any time in the last five years? Yes ___ No ___
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___
6. Can Bidder comply with the City's COVID-19 Vaccination Requirement Policy? (Policy can be found in the Appendices) Yes ___ No ___

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

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

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

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

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

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

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

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

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

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

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

 Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

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

SIGNATURE

TITLE

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

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

deposes and says that he or she is _____
 (Office of Affiant)
 of _____, the party
 (Name of Bidder)

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

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

 (Name of Bidder)

 (Signature of Principal)

 (Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

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

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

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

END OF DOCUMENT

DOCUMENT 00 4546**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

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

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

7. CERTIFICATION OF DRUG-FREE WORKPLACE ACT OF 1990

By my signature hereunder, as the Contractor, pursuant to Government Code § 8350 et seq., I certify that, if awarded the Contract based on the undersigned's Bid, will have or provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of the drug-free policy statement, and
 - ii. Will agree to abide by terms of drug-free policy as a condition of employment, contract or subcontract.

I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____ By: _____

(Signature)

Name: _____

(Print Name)

Its: _____

(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

PROJECT NO.: _____

CONTRACT FOR: The City of Seaside

Del Monte Manor L.I.D. Improvement Project

located at the **north east corner of Sonoma Avenue and Yosemite Steet**,
Seaside, California, 93955.

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

1. One (1) copy of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **10th Working Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 2022]**
 - a. Deliver to Owner one fully executed counterparts of Document 00 5200 (Agreement). The copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed copy of Document 00 5200 (Agreement).
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through Leslie Llantero, Project Manager, (831) 899-6832. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to Leslie Llantero, Project Manager.

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

OWNER

BY: _____
Nisha Patel, Public Works Director/City Engineer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above notice of Award is hereby acknowledged by:

This day of _____, 2022

By: _____

Title: _____

END OF DOCUMENT

-DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], 2022, by and between **[Name of Contractor]** whose place of business is located at **[Address of Contractor]** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

PROJECT NUMBER 271-8910-9961

**Del Monte Manor L.I.D. Project
located at the
north east corner of Sonoma Avenue and Yosemite Street, Seaside, California, 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **70 Working** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Engineer

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

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**4.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Two Hundred Dollars (\$3,200)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Two Hundred Dollars (\$3,200)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

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

Document 00 0115	List of Drawings
Document 00 3132	Geotechnical & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
Document 01 5723	Temporary Water Pollution Control
Document 01 7123	Field Engineering
Document 10 1413 through 33 4000	Technical Specifications

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

ARTICLE 6 - MISCELLANEOUS

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

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

CONTRACTOR: [CONTRACTOR'S NAME]**OWNER: The City of Seaside**By: _____
(Signature)By: _____
(Signature)_____
(Print Name)_____
(Print Name)Its: _____
Title (If Corporation: Chairman, President
or Vice President)_____
(Title)Attest: _____
City Clerk Signature_____
(Print Name)**END OF DOCUMENT**

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DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 2022

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **Del Monte Manor L.I.D. Project**
located at the north east corner of Sonoma Avenue and Yosemite Street,
Seaside, California, 93955

AGREEMENT NO: AGXX-XX

PROJECT NO: **271-8910-9961**

You are notified that the Contract Time under the above Contract will commence to run on _____ **[2022]**. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, **[2022]** and _____, **[2022]**, respectively.

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

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

OWNER

By: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Seaside (Owner"), a municipality incorporated under the laws of the State of California, has awarded to (Name of Contractor) as Principal, Contract Number _____, dated the ____ day of _____, 2022 (the "Contract"), titled Del Monte Manor L.I.D. Project in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

This project includes the demolition of concrete curb, concrete pavement, and asphalt walks, clearing and grubbing, and excavation play area. This project includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

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

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such

bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

This project includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Agreement Number _____ entered into between Owner and Contractor for the **Del Monte Manor L.I.D. Project**, SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 2022 (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

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

ON BEHALF OF OWNER:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

OWNER

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

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

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT: Owner Project No: 271-8910-9961	Contractor:
---	--------------------

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

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

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

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

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

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

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

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

END OF DOCUMENT

DOCUMENT 00 6530

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

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

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for << Del Monte Manor L.I.D. Project located at north east corner of Sonoma Avenue and Yosemite Street
- B. The Work under the Contract has been completed.

AGREEMENT

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

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

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

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

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

Claim No.	Date Submitted	Description of Claim	Amount of Claim

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

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

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

CONTRACTOR: [CONTRACTOR’S NAME]

By: _____
(Signature)

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

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

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

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of Del Monte Manor L.I.D. Project located at north east corner of Sonoma Avenue and Yosemite Street, Seaside, California, 93955.

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

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

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

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

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

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

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

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

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

1.02 Order Of Precedence Of Documents

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

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

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

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

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

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

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

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

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

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

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

3.02 Subcontracts

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

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

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

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have

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

4.03 Interpretation Of Drawings And Specifications

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

4.04 Use Of Drawings And Specifications.

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

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Progress Schedule, and
 - 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract

Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

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

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents Or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.
- B. Contractor (including subcontractors) and their employees working on the project shall comply with the most up to date City of Seaside COVID 19 Vaccination Requirement Policy, and all local, state and federal COVID 19 vaccination policies. In the event that these policies conflict, the more stringent shall govern. The current City of Seaside COVID 19 Vaccination Requirement Policy can be found in the Appendices. Exemption will be on a case by case basis.

6.05 Contractor's Use Of The Site

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

6.06 Contractor's Site Office

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

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

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

7.02 Owner's Observation Of The Work

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

7.03 Architect/Engineer's Observation Of Work

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

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

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

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

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

7.05 Owner's Right Of Access To The Work

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

7.06 Owner's Right Of Separate Construction

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

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

8.01 Contractor To Supervise The Work

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

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

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

8.02 Contractor To Maintain Cost Data

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

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified

workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

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

8.05 Contractor To Not Disrupt Owner Operation

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

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

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

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply,

manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

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

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct

from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

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

9.04 Acceptance And Correction Of Defective Work By Owner

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

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

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

9.07 Correction Period And Project Warranty Period:

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

9.08 No Waiver

- A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

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

10.02 Required Documentation For Changed Work

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

10.03 Procedures And Pricing Of Changed Work

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

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

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

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner ("**Changes**");
 - 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or

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

11.03 Notice Of Delay

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

11.04 Compensable Time Extensions

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

11.05 Non-Compensable Time Extensions

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

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration

(NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and

extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

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

12.02 Form And Contents Of Claim

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

12.03 Administration During/After Claim Submission

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

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the

contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

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

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

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

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

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

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)
- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the

existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

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

13.04 Notice Of Hazardous Waste Or Materials Conditions

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

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

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

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

14.02 Permits And Taxes

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

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No.

1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

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

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any

Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

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

14.07 Contingent Assignment Of Subcontracts

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

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties'

agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

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

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is,

in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

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

14.13 Limit Of Liability

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

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal

or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

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

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

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

response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

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

15.06 Nondiscrimination

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

15.07 Registration

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

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
 3. Contractor at Owner's request shall, also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.09 Compliance Monitoring By Department of Industrial Relations

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

15.010 Environmental Controls

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

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS

ARTICLE 1 - INSURANCE

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

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

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

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

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

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

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

Article 3 – GRANT CONDITIONS

- 3.01** All contractors and subcontractors are required to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State of California (State) at any and all reasonable times
- 3.02** Contractors shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources."
- 3.03** State reserves the right to conduct an audit at any time between the execution of the Grant agreement and the completion of the Project, with the costs of such audit borne by State. Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of the City of Seaside or its contractor or

subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- 3.04** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements. Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- 3.05** Contractors and subcontractors shall name the State and Monterey Peninsula Water Management District, their officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement. See also document 00 7316.
- 3.06** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and City of Seaside shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State. See also document 00 7200, articles 7.02 and 7.05.
- 3.07** Contractors and subcontractors agree to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from the Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The contractor affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement. See also documents 00 1113, 00 2113, 00 4546, 00 5200, and 00 7200.
- 3.08** During the performance of the Agreement, contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of the employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement. See also documents 00 7200, article 15.06.
- 3.09** City of Seaside shall not authorize construction to begin until each contractor has furnished a performance bond in favor of City of Seaside in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, §7103; Code Civ. Proc., § 995.311.). See also documents 00 2113, 00 5100, 00 6113, 00 6113.16 and 00 6536.

- 3.10** All data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of the Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) See also document 00 7200, article 8.04.
- 3.11** The Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) City of Seaside, its contractors, or subcontractors have made a false certification, or
 - b) City of Seaside, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- 3.12** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

DEL MONTE MANOR L.I.D. PROJECT

LOCATED AT THE

**NORTH EAST CORNER OF SONOMA AVENUE AND YOSEMITE STEET
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

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

The following Addenda were issued, modifying the Project Manual:

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

Addendum No. 2, issued on **[date]**
[continue as appropriate]

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

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes Summary of Work and Work Restrictions including:
1. Work Covered by Contract Documents
 2. Bid Items
 3. Time of Completion / Liquidated Damages
 4. Work Under Other Contracts
 5. Work Sequence
 6. Work Days and Hours
 7. Shutdown for Discovery of Cultural Resources
 8. Contractor Use of Site
 9. Project Site Maintenance
 10. Construction Staking and Monument Protection
 11. Protection of Existing Structures and Underground Facilities
 12. Permits
 13. Actual Damages for Permit Violations
 14. Protection of Existing Trees During Construction Activities
 15. Construction Water
 16. Conditions of Use
 17. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of Owner's **Del Monte Manor L.I.D. Project located at the north east corner of Sonoma Avenue and Yosemite Street** in Seaside, California, 93955.

- A. This project includes the demolition and construction of concrete curb and gutter and concrete sidewalk, asphalt concrete conform paving, storm drain pipes and structures, excavation and fill, soil amendments, planting and irrigation, and installation of storm drain monitoring instrument systems, and landscape maintenance period.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
- D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance

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

1.03 BID ITEMS

Bid Item 1 – Mobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory, temporary, and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer, except where other bid items are provided for such work. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project, and temporary storm water pollution controls. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing, and temporary storm water pollution controls.

Bid Item 2 – Temporary Construction Funding Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for design, fabrication, installation, maintenance, and removal of temporary construction funding signs. This work includes digital design of the sign panel based on the conceptual details shown on the Drawings; obtaining the City's approval of the panel design; sign panel fabrication; panel installation including all attachments, backing, supports, and footings as required; and removal and disposal of the panels, backings, attachments, supports and footings at the end of construction, when directed by the Engineer.

Bid Item 3 – Temporary Traffic Control

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

Bid Item 4 – Construction Surveying

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

Bid Item 5 – Remove 12" RCP Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include,

but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing storm drain pipes from the work area, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 6 – Remove Storm Drain Inlet

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 to removing existing storm drain inlet, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 7 – Remove Storm Drain Manhole

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 to removing existing storm drain manhole, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 8 – Remove Concrete Curb and Gutter

Measurement and payment for this item shall be on a per 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 concrete curb and gutter, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 9 – Remove 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 demolishing and disposing of concrete sidewalks and curb ramps, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 10 – Remove AC 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 sawcutting, demolishing and disposing of asphalt concrete pavement, and base material to the depth required, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 11 – Miscellaneous On-Site Demolition

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for cutting, trimming, plugging, demolishing and disposing of all other items shown on the Plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 12 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be 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 13 – 4" Plastic Pipe Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 4" plastic pipe storm drain pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 14 – 8" RCP Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 8" reinforced concrete pipe (RCP) storm drain pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 15 – 12" RCP Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 12" reinforced concrete pipe (RCP) storm drain pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 16 – 12" Plastic Pipe Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 12" plastic pipe storm drain pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 17 – 12" Concrete Flared End Section

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 trenching and bedding; installation of 12" concrete flared end section; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 18 – 24"x24" Flat Grate Storm Drain Inlet

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 construction of 24" x 24" Flat Grate Drain Inlet as shown on the Plans, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 19 – 24"x30" Curb Opening Storm Drain Inlet

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 construction of 24"x30" Curb Opening Storm Drain Inlet as shown on the Plans, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 20 – Storm Drain Manhole

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 construction of storm drain manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and pipe connections.

Bid Item 21 – Underground Chamber 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 construction of underground chamber system, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing crushed drain rock, geotextile fabric, manufactured or fabricated chamber system, distribution pipes, and pipe connections, as necessary for a complete, engineered system.

Bid Item 22 – Storm Drain Monitoring 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 installation of a storm drain monitoring system, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes system design and approvals, installation of the various system components in pipes, manholes, or on concrete pads as shown on the Plans, system testing and startup, and one training session with the Engineer after the system has been installed and tested, prior to contract acceptance.

Bid Item 23 – Concrete Curb and Gutter

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete curb and gutter; and dowelling into existing curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 24 – 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 subgrade; constructing concrete sidewalk; and dowelling into existing sidewalk and curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 25 – Class 2 Aggregate Base (6" Depth)

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 preparing and recompacting subgrade, and placing, spreading and compacting aggregate base in areas to receive asphalt paving, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 26 – Hot Mix Asphalt (3" Depth)

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 the placement of 3"-thick (minimum) Hot Mix Asphalt (HMA), Type A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

Bid Item 27 – 42"-Tall Decorative Fence

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of 42"-tall decorative fence, including concrete footings, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 28 – 42"-Tall Decorative Fence Gate (6'-Wide)

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 42"-tall decorative fence gate (6'-wide), including concrete footings, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 29 – Interpretive Sign

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 construction of interpretive signs, including prefabricated aluminum sign panels with custom graphics (graphics provided by the City), prefabricated aluminum sign frames, and concrete footings, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 30 – Aged Compost

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The pay quantity is the quantity of aged compost to be furnished. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and incorporating aged compost into the soil as a soil amendment, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 31 – Wood Mulch

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The pay quantity is the quantity of wood mulch to be furnished. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and spreading wood mulch, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 32 – Cobble

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of cobble pads and cobble swales, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 33 – 1-Gallon Plants

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 installation 1-gallon plants, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. Included in this item are plant layout, soil preparation, excavation and fill, and fertilizers, herbicides, and pesticides as required for the work.

Bid Item 34 – Irrigation 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 a complete and operational automatic Landscape Irrigation system, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 35 – Plant Establishment Period

Measurement and payment for this item shall be on a per month (MO) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals as outlined in Section 32 0190 and as directed by the Engineer. 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.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: 90 calendar days from the Notice to Proceed
- B. The Contractor shall pay to the Owner a sum of Three Thousand Two Hundred Dollars (\$3,200.00) per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

- A. The City does not anticipate any work under other construction contracts occurring at the site simultaneously with this project.
- B. The work site is located within a larger multi-family residential site, which is will remain in use during construction. Access to areas beyond the identified construction area must be coordinated with and approved by the Owner.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements. Any requested change must be approved by the City. The Contractor may request a change in the allowable working conditions by submitting a written request to the City with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The Contractor shall coordinate all work with the City at (831) 899-6832.

1.07 WORK DAYS AND HOURS

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

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

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

1.9 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. Parking and storage will be confined to the areas designated for the work. Do not store construction materials in the drip line of any tree.
- D. Prior to commencement of Work or excavation, Contractor and the City 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 the City.
- 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.

1.10 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 the City 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 the City storm drain system.
2. Contractor shall establish a system for daily collection and disposal of waste materials form 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.

- 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 City 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.

1.11 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Contractor shall provide its own survey staking. Provide the City 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 the City. 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.

1.12 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 the City. 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) 899-6836
3. Water lines: City of Seaside
440 Harcourt Avenue, Seaside, 93955
Phone: (831) 899-6842

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

1.13 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 City until the City has accepted the Public Improvements in their entirety.
- B. Permits, agreements, or written authorizations that are known by the City to apply to this Project are listed below:
 1. 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.
 2. 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 Document 00 7200 (General Conditions).

1.14 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and

Document 00 7200 (General Conditions), the City 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 the City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by the City for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by the City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from Contractor or its sureties.

1.15 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 City reserves the right to issue a stop-working notice if it is determined that the Contractor's negligence has caused damaged to existing trees.
- B. Care must be taken when digging near any existing tree to minimize harm to the tree. Excavation must be done by hand until below the root zone. If any roots 2" or 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.

1.16 CONSTRUCTION WATER

- A. Construction water is not available from the private parcel owner. The Contractor shall make his/her own arrangements for construction water.

1.17 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 the City 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 City 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 City during the pre-construction meeting.
 2. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The City shall be given that person's name, phone number, e-mail.

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

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

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

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REFERENCES

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

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

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

B. Unit Price items

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

C. Lump Sum Items

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

completion of the item.

D. Allowance Items

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

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

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

B. Contractor's Requests for Progress Payments

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

Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

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

C. Owner's Review of Progress Payment Applications

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

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

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

1.05 FINAL PAYMENT

A. Final Payment

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

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 SUBSTITUTION OF SECURITIES

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

- A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:
 - 1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
 - 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
 - 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
 - 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
 - 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.
- B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:
 - 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
 - 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
 - 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

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

C. Time Requirements:

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

D. Cost Estimate Information:

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

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

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

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
 5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
 6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
 7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.
- B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):
1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
 2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
 4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- 1.04 **PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS**
- A. Adjustment of Schedules to Reflect Change Orders or CDs:
1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

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

B. Required Documentation for Adjustments to Contract Amounts:

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

C. Responses and Disputes:

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

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

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

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

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

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

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

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - c. Cost of labor shall include no other costs, fees or charges.
 2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
 3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.
- C. Measurement of Cost of Equipment (Component 1B):
1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
 2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
 3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.
 4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
 5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 - c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

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

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

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

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

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

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

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

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on "Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
 3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
 4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
- B. Measurement and Payment of Mark Up (Component 2):
1. Mark Up (Component 2) provides complete compensation to Contractor for:
 - a. All Contractor profit;
 - b. All Contractor home-office overhead;
 - c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
 - d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
 2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
 3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
 4. Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
 5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost

proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

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

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

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

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

1.09 **EFFECT OF PAYMENT**

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed,

and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

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

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

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

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

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

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

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

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

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

Brief description of change(s): _____

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

By Contractor: _____

Signature: _____

Date: _____

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

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

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

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

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

1.03 WEEKLY PROJECT MEETINGS

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

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

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

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

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

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project 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. Temporary Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. General Safety Requirements
 - 5. Product data, certifications, and shop drawings for all manufactured products
 - 6. Tests and certificates for all produced materials
 - 7. High-resolution digital drawings/images for custom sign graphics
 - 8. Mix designs for Portland cement concrete and asphalt concrete
 - 9. Record Drawings
 - 10. Calculations/Certifications for meeting Cal-OSHA Requirements

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

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

- D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

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

1.02 GENERAL

A. Compliance with Laws

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

B. Precedence

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

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes

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

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

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

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

C. Change Orders and Claims:

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

D. Required Provisions On Contract Claim Resolution

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

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

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

E. Compliance With Americans With Disabilities Act

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

F. Compliance With IRCA

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

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

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

A. References

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

B. Precedence

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

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

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

D. **Edition Date of References:**

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

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

1.03 DEFINITIONS

A. **Meaning of Words and Phrases**

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

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

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

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Presidents' Day, third Monday in February;
 - d. Cesar Chavez Birthday, March 31;
 - e. Memorial Day, last Monday in May;
 - f. Juneteenth, June 19;
 - g. Independence Day, July 4;
 - h. Labor Day, first Monday in September;
 - i. Veterans' Day, November 11;
 - j. Thanksgiving Day, as designated by the President;
 - k. The Day following Thanksgiving Day;
 - l. The Day preceding Christmas Day, December 24;
 - m. Christmas Day, December 25; and
 - n. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).

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

- f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
35. Furnish: Supply only, do not install.
36. Indicated: Shown or noted on the Drawings.
37. Install: Install or apply only, do not furnish.
38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
42. Modification: Same as Contract Modification.
43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
45. Off Site: Outside geographical location of the Project.
46. Owner: Owner is defined in Document 00 5200 (Agreement).
47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
48. Owner's Representative(s): See Document 00 5200 (Agreement).
49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
50. PCBs: Polychlorinated byphenyls.
51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
52. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
54. Project: Total construction of which Work performed under Contract Documents may be whole or part.
55. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has

in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

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

Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.

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

B. Other Defined Terms

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 57 23

TEMPORARY WATER POLLUTION CONTROL

PART 1 – GENERAL

1.1 SUMMARY

- A. Work in this section includes furnishing all labor, equipment and materials necessary for the implementation of temporary Water Pollution Controls, including implementation, monitoring, and maintenance of Best Management Practices (BMPs).
- B. The anticipated area of disturbance for this project is less than one acre. If the area of disturbance will exceed one acre, the OWNER must obtain coverage under the State's Construction General Permit. The CONTRACTOR shall notify the ENGINEER in the event he anticipates the area of disturbance will exceed one acre. The CONTRACTOR shall not disturb more than one acre on the site, including staging, material lay-down, and equipment storage areas, if the OWNER has not gained coverage under the Permit
- C. Principal items of work include:
 - 1. Training employees and subcontractors in stormwater Best Management Practices (BMPs)
 - 2. Stormwater site inspections
 - 3. Reporting and recordkeeping
 - 4. Implementing and maintaining BMPs, and removing BMPs when no longer needed.
 - 5. Non-stormwater management and good housekeeping practices
 - 6. Final site cleanup

1.2 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition
- B. Standard Plans, State of California, Department of Transportation (Caltrans), 2018 edition
- C. Construction Site Best Management Practices Manual (BMP Manual), State of California, Department of Transportation (Caltrans), 2003 edition

1.3 QUALITY ASSURANCE

- A. CONTRACTOR's Water Pollution Control Manager (WPCM) is responsible for overseeing the implementation of Temporary Water Pollution Control (WPC) work on a day-to-day basis. The WPCM shall be an employee of the Contractor and shall be on site regularly.
- B. The WPCM shall educate, direct and enforce compliance with WPC requirements by all employees and subcontractors.
- C. All contractor employees, subcontractors, and heavy equipment operators shall attend a pre-construction WPC training session conducted by the Contractor's WPCM.

1.4 GENERAL PERFORMANCE REQUIREMENTS

- A. All storm water and non-storm water discharges shall be in compliance with all applicable federal, state, and local requirements.
- B. This Section outlines the contract minimum requirements, and does not relieve the Contractor of his responsibilities for protection of water quality in accordance with all federal, state, and local requirements.
- C. Additional BMPs shall be required if the BMPs which are utilized are not adequately protecting water quality.
- D. The Contractor shall update the Water Pollution Control Drawings to indicate current operations, equipment used, sequence of work, and other aspects of the project.
- E. Contractor is responsible for the performance of subcontractors. Contractor's WPCM shall inspect and monitor all subcontractors' work and storage areas for compliance with this Section.

1.5 FINES AND PENALTIES

- A. Contractor shall pay any fines and be liable for any other penalties that may be imposed by any federal, state, or local regulatory agency for non-compliance with any water quality requirement during the course of work.
- B. Contractor is responsible for implementing any and all BMP corrective measures, at his own expense, as may be directed by the regulatory agencies.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Provide all temporary and permanent water pollution control measures, equipment and materials as required by this Section and the Construction Drawings.
- B. Materials shall conform to the Caltrans Standard Specifications and Caltrans Standard Plans including Standard Specifications sections:
 - 1. 13-4 Job Site Management
 - 2. 13-5 Temporary Soil Stabilization
 - 3. 13-6 Temporary Sediment Control
 - 4. 13-7 Temporary Tracking Control
 - 5. 13-8 Temporary Active Treatment System
 - 6. 13-9 Temporary Concrete Washouts
 - 7. 13-10 Temporary Linear Sediment Barriers
 - 8. 14-9 Air Quality
 - 9. 14-10 Solid Waste Disposal and Recycling
 - 10. 14-11 Hazardous Waste and Contamination

2.2 SUBMITTALS

- A. Provide documentation for WPCM, employee and subcontractor training, including pre-construction WPC training.

PART 3 – EXECUTION**3.1 MONITORING, INSPECTIONS AND REPORTING**

- A. Monitor the National Weather Service (NWS) forecast on a daily basis during the rainy season.

- B. Conduct inspections:
 - 1. Within 72 hours prior to predicted rain events to ensure that the site is prepared for the rain event
 - 2. Within 48 hours after a rain event to evaluate BMP performance and identify corrective actions
 - 3. Conduct daily inspections of adjoining public roadways, material storage areas, and vehicle and equipment areas.
- C. Implement identified corrective actions within 72 hours, unless a later date is authorized.
- D. Notify the OWNER of any site visits by or correspondence received from any federal, state, or local agency, which are related to activities under this Section.

3.2 BEST MANAGEMENT PRACTICES

- A. Implement Best Management Practices as required by Sections 13 and 14 of the Caltrans Standard Specifications.
- B. Work shall comply with the following Caltrans Standard Specifications Sections, as applicable:
 - 1. 13-4 Job Site Management
 - 2. 13-5 Temporary Soil Stabilization
 - 3. 13-6 Temporary Sediment Control
 - 4. 13-7 Temporary Tracking Control
 - 5. 13-8 Temporary Active Treatment System
 - 6. 13-9 Temporary Concrete Washouts
 - 7. 13-10 Temporary Linear Sediment Barriers
 - 8. 14-9 Air Quality
 - 9. 14-10 Solid Waste Disposal and Recycling
 - 10. 14-11 Hazardous Waste and Contamination
- C. Best Management Practices shall be implemented concurrent with the commencement of construction, shall be maintained throughout construction, and shall be removed when no longer required, when approved by the ENGINEER.

3.3 COMPLETION OF WORK

- A. Final site cleanup and stabilization shall be considered complete when all of the following have been achieved:
 - 1. The site will not pose any additional sediment discharge risk than it did prior to the commencement of construction activity;
 - 2. There is no potential for construction-related storm water pollutants to be discharged into site runoff;
 - 3. Final stabilization has been reached;
 - 4. Construction materials and wastes have been disposed of properly;
 - 5. Post-construction storm water management measures have been installed;
 - 6. All construction-related equipment, materials and any temporary BMPs no longer needed are removed from the site.

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
 - 3. Verify horizontal and vertical locations of all utility crossings and points of connection
 - 4. Verify horizontal and vertical elevations of existing improvements at match points
 - 5. 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.
 - 2. Surveying and construction staking work required for the execution of the work under this contract.
 - 3. 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.
 - 2. Finish Grade Stakes for curbs, gutters, slabs, and sidewalk areas – Provided 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 CLOSE OUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

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

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

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

B. Equipment and Systems.

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

C. Procedure for Substantial Completion

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

1.03 FINAL COMPLETION

A. Requirements

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

B. Procedure

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

C. Final Adjustments of Accounts:

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

D. Warranties

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

E. Warranty of Title:

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.
- F. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.
- G. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.
- H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).
- I. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 10 SPECIALTIES

SECTION 10 14 13

INTERPRETIVE SIGNS

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 Interpretive Signs 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.
- B. See the Civil Drawings for Temporary Construction Signs.
- C. Related work includes but is not limited to:
 - 1. Site Concrete

1.03 SUBMITTALS

- A. Shop Drawings and/or Product Data: 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.
- B. Engineering calculations for interpretive signage and connection design.
- C. Interpretive sign panel artwork to be supplied by the City on electronic storage compatible with sign fabricator's software.

PART 2 - PRODUCTS

2.01 INTERPRETIVE SIGNS

- A. Graphic and display frame by professional sign printer/fabricator with at least 5 years of experience producing interpretive sign.
- B. Pre-approved products / suppliers:
 - 1. Pre-fabricated Interpretive sign by Interpretive Graphics / EnviroSigns, Salt Lake City UT (888) 492-5377 interpretivegraphics.com
 - a. Size: 24"x36"
 - b. Style: Cantilever Low-Profile
 - c. Printing Process: Durareader Panel (Custom High Pressure Laminate)
 - d. City to supply graphic.
 - e. Mounting: Embedded
 - f. Height of lowest edge above finished grade: 32"
 - g. Color: Standard

2. Pre-fabricated Interpretive sign by iZone Imaging, Temple TX (888) 464-9663 izeimaging.com
 - a. Size: 24"x36"
 - b. Style: Cantilevered Pedestal
 - c. Printing Process: Custom High Pressure Laminate Panel
 - d. City to supply graphic.
 - e. Mounting: Embedded (In-Ground Mount)
 - f. Height of lowest edge above finished grade: 32"
 - g. Color: Standard
3. Pre-fabricated Interpretive sign by ALTO/FOLIA, Quebec, Canada (800) 363-5304 altoaluminum.com
 - a. Size: 24"x36"
 - b. Style: Podium (Cantilevered)
 - c. Printing Process: Dye-Sublimation
 - d. City to supply graphic.
 - e. Mounting: Embedded
 - f. Height of lowest edge above finished grade: 32"
 - g. Color: Standard

2.02 FOUNDATION MATERIALS

- A. Concrete: "Minor Concrete" conforming to Section 90-2 of the Caltrans Standard Specifications and containing at least 505 pounds per cubic yard of cementitious material per cubic yard..

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Locate all signs as shown on the Drawings. Make adjustments as approved by the Owners Representative. Review all sign locations prior to proceeding with any installation.
- B. Install prefabricated signs as shown on the Drawings and per the Manufacturer's instructions.

3.02 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.

END OF SECTION

DIVISION 31 EARTHWORK

SECTION 31 00 01

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), 2019 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), 2018 Edition
- E. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Coarse 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

DIVISION 31 EARTHWORK

SECTION 31 1117

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Demolition of concrete walks and asphalt paving, including associated curbs, gutters, and aggregate base.
 - 2. Saw-cutting of existing concrete and asphalt as required.
 - 3. Site clearing and grubbing
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading

1.03 DEFINITIONS

- A. Topsoil: See Specification Section Earthwork and Grading.

1.04 SUBMITTALS

- A. Indicate on the project schedule submittal, proposed time for demolition work in this Section, including shut-off time and capping of any utility service.

1.05 QUALITY ASSURANCE

- A. Reviews: Prior to any site clearing or demolition work, prepare protection measures for review by the Owners Representative.

1.06 SITE CONDITIONS

- A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.
- B. Explosives: Use of explosives for demolition work is not permitted.
- C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.
- D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction
- F. Protection of existing trees and vegetation to remain: Protect all trees and shrubs to remain.
- G. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protect all trees and items to remain in place.
- B. Clearing and grubbing:
 - 1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing.
 - 2. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
 - 3. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.
 - 4. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes stumps and roots
 - 5. Remove all organic matter in unpaved areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.
 - 6. Remove all vegetation and grass before stripping existing topsoil.

7. Strip existing topsoil from all unpaved areas to be improved with paving, structures, to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
8. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 DEMOLITION

- A. Pollution Controls:
 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
 2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
 3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.
- B. General: Remove above and below grade pavements, curbing and other conditions necessary to permit new construction and other work as indicated on the Drawings. Removal of underground pipe or conduit interfering with construction is included under this Section.
- C. Damage: Return adjacent areas to condition existing prior to the start of the work.
- D. Saw-cutting: Saw-cut all asphalt and concrete to interface with new planting or paving areas. Concrete interfaces are to be saw-cut with a diamond tipped blade. Use the correct blade for the application as determined by the Blade Application Code for Diamond Saw Blades, 2004 edition, developed by the Masonry and Concrete Saw Manufacturers Institute.
- E. Salvaged Items: Deliver all items noted for salvage and not to be re-used on site to the Owner, unless directed otherwise by the Owners Representative.

3.04 REMOVAL OF PAVEMENTS AND STRUCTURES

- A. All existing pavement, structures, footings and base material within the limits of work not shown to be retained shall be removed and resulting voids shall be backfilled with engineered filled or controlled density fill.

3.05 SAWCUTTING

- A. Sawcutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge.
- B. Sawcut slurry shall be vacuumed and not be allowed to run into catch basins.

- C. Asphalt concrete pavement shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.
- D. Curb and gutter shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut shall be to a minimum depth of 6 inches.
- E. Sidewalk shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 6 inches, or to a full depth, whichever is less.

3.06 UTILITY REMOVAL AND ABANDONMENT

- A. Pipes 4" and larger, vaults, risers, boxes, inlets, etc. Which are not to be retained in service shall be completely removed from within the work area. Pipes smaller than 4" may be abandoned in place by capping both ends of the pipe, unless otherwise noted.

3.07 CLEAN-UP

- A. Disposal Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Dispose of waste materials legally off-site.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 01 90

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.
- B. Existing Soils Report 19-213-0030 dated August 13, 2019.

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 extend for 12 months (365 calendar days).

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.
 - 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. Punch -list Check: This review will be conducted by the Owners Representative half-way through the Maintenance Period, at the request of the Owner, when punch-list items identified at Substantial Completion have been corrected and are ready for inspection. The Final Review may be rescheduled at the discretion of the Owners Representative, if additional time beyond the scheduled date of final completion is needed to correct Punch-list items.
- C. 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 all punch-list items identified at Substantial Completion Review and Punch-list Check.
2. All irrigation punch-list items identified at Substantial Completion Review, and Punch-list Check.

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.

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 Owner's Representative:
 - a. Fertilizer applications, including initial application.
 - b. Pesticide and herbicide applications, including initial application.
 - c. 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.

1.07 AMENDED SOILS TEST

- A. Testing – Amended Soil:
 1. At no less than 2 weeks and no more than 3 weeks after first watering, take 1-quart samples of the amended soil, see Specification Section Soil Preparation for location criteria and number of samples.
 - a. The Owner's Representative may choose to reduce the number of locations to be tested.
 - b. Turf areas require a separate composite sample from tree / shrub / groundcover areas.
 - c. For landscape installations in separate project phases, an amended soils test will be required for each phase.
 2. Forward the amended soil samples to the Testing Lab for testing to determine any additional amendment and/or fertilizer applications during landscape maintenance.
 - a. Testing Lab: as specified in Specification Section Soil Preparation and is to be the same lab that provided the existing soils test report.
 3. Follow the instructions of the Owners Representative for additional applications of amendment and/or fertilizer, which in mulch areas will involve temporarily removing mulch at plant pits for application and raking / hand watering prior to recovering the pits with mulch.
 4. Additional amendment and/or fertilizer applications, if required by the amended soils test report(s), will be at no additional cost to the Owner.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. For maintenance fertilization: As specified in the Existing Soils Report – see Appendix [A].

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: Maintain all planting areas at optimum moisture for plant growth.
 - 1. Schedule and monitor controller stations as necessary to minimize water consumption while still providing adequate water for the plant material.
 - 2. Adjust and clean all heads, emitters, valves, filters, regulators and other equipment as necessary to maintain the system.
 - 3. Hand water planting not adequately served by the automatic irrigation system.
- B. Erosion: Repair settlement of soil and plants and soil erosion and replant areas to the satisfaction of the Owner's Representative. Repair eroded soil berms as required to assist in irrigation.
- C. Protection of Work: Take particular precautions to protect structures, fencing, overhead and underground utilities, and all existing trees to remain. All damaged, stained, or disturbed items are to be replaced or repaired at no additional expense to the Owner, and to the satisfaction of the Owner's Representative, prior to Final Review.
- D. Cultivating and Clean-Up: Keep all planting areas neat and free from debris at all times and cultivate at not more than ten (10) day intervals.
 - 1. Keep Project Site reasonably free from accumulation of debris, topsoil, and other materials resulting from landscape maintenance work.
 - 2. Remove soil and related amendments and fertilizers from walks and paving daily.
 - 3. Broom and hose down areas daily as necessary to maintain clean adjacent structures and pavements.

- E. Weed control: Keep all planting areas weed-free at all times during the Maintenance Period.
- F. 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.
- G. Fertilizer: Maintenance fertilization for all planting areas including turf: as specified in the Existing Soils Report - see Appendix [A].
- H. 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.

3.03 REPLACEMENTS

- A. General: Immediately replace any dead or damaged plants as they become apparent or as directed by the Owner's Representative.
 - 1. Carry out replacements to the specifications and as required to match adjacent plantings at no additional cost to the Owner.

3.04 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.

3.05 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.

3.06 HARDWARE

- A. Provide the Owner at the in-service meeting the following:
 - 1. Quick Couplers – (2) quick coupler key / hose swivels
 - 2. Irrigation Controller – (2) enclosure keys
 - 3. Other enclosures / back flow preventers – (2) enclosure lock keys

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 11 24

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 base

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.
- B. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
- C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand - Cone Method
- D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

- A. Results of laboratory testing for gradation, R-value, Sand Equivalent, and Durability Index in accordance with Sections 25 and 26 of the Standard Specifications.
- B. Materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, the specified requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Class 2 Aggregate Base shall conform to Section 26 of the Standard Specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform work in conformance with Section 26 of the Caltrans Standard Specifications.

3.2 PREPARATION

- A. Prepare subgrade as specified in Section 31 00 00.
- B. Sprinkle the subgrade regularly to moisten the surface and to prevent it from drying out and/or cracking prior to the placement of aggregate base.

3.3 INSTALLATION

- A. Deliver, handle, place and compact aggregate base per Sections 25 and 26 of the Standard Specifications.

- B. Compact aggregate subbase and aggregate base to at least 95 percent relative compaction as determined by ASTM D1557.

3.4 FIELD QUALITY CONTROL

- A. The GEOTECHNICAL ENGINEER will field test subgrade and aggregate base course compaction.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 12 17

ASPHALT CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Asphalt concrete paving (Hot Mix Asphalt).

1.2 RELATED REQUIREMENTS

- A. Section 32 11 23 – Aggregate Base Course.

1.3 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.

1.4 SUBMITTALS

- A. Hot mix asphalt mix design prepared by a certified laboratory
- B. Materials certificates signed by material producer and Contractor

PART 2 – PRODUCTS

2.1 ASPHALT CONCRETE PAVEMENT (HOT MIX ASPHALT)

- A. HMA (Type A): in accordance with Section 39 of the Standard Specifications.
 - 1. Construction Process: Standard.
 - 2. Tack Coat: as required by the Standard Specifications

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform work in accordance with Section 39 of the Standard Specifications.
- B. Equipment, methods and tolerances used for spreading and compacting HMA shall comply with the requirements of Standard Specifications.
- C. Finish paving shall conform to slopes, lines and finish grades shown and noted on the Drawings and shall drain properly.
 - 1. Maintain line and profile shown on the Construction Drawings to tolerance of 1/4 inch plus/minus, in any 10 feet, non-cumulative.
 - 2. HMA surface shall be free from depressions exceeding 1/8 inch when measured with a 10 foot straight-edge.
- D. Surface shall be free of gouges, ridges and ruts, with a uniform and consistent finish.
- E. Where adjacent surfaces are intended to be flush, they shall conform smoothly at all points with no greater than 1/4 inch grade differential, and shall drain properly across the seam.

3.2 FIELD QUALITY CONTROL

- A. Field density and thickness testing of asphalt pavement will be performed by the GEOTECHNICAL ENGINEER.
- B. For accessible paths of travel and accessible parking areas, comply with California Building Code accessibility requirements regarding:

1. Surface: slip resistant
 2. Changes in Level: 1/4 inch or less (vertical)
 3. Path of travel:
 - a. Clear Width: 4 feet minimum, unless otherwise noted
 - b. Running Slope: less than 1:20 (5%)
 - c. Cross-Slope: not greater than 1:48 (2%)
 1. Slope in Landings and Accessible Parking and Loading Areas: not greater than 1:48 (2%) in any direction
- C. Flood Test:
1. Perform a flood test in areas which are sloped less than 3%. Where a seal coat is to be applied, perform flood test prior to application of seal coat.
 2. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, repair or replace HMA in a manner acceptable to the OWNER to provide proper drainage, at no cost to the OWNER.

3.3 PROTECTION

- A. Do not permit vehicular traffic on pavement until it has cooled to atmospheric temperature and hardened, but in no case less than 8 hours.
- B. Do not use completed paving surface for storage of construction vehicles or construction materials.
- C. Gouges, cracks, stains, or other surface defects or marks shall be corrected by the CONTRACTOR in a manner acceptable to the OWNER, at no cost to the OWNER.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 13 14

CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes exterior concrete paving including driveways, walkways, patios, curbs, and gutters.

1.2 RELATED REQUIREMENTS

- A. Section 32 11 24 – Aggregate Base Course

1.3 REFERENCES

- A. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), 2019
- B. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition.
- C. ACI 301, "Specification for Structural Concrete"

1.4 SUBMITTALS

- A. Concrete mix design and materials certificates:
 - 1. Aggregate (gradation and quality)
 - 2. Cementitious materials
 - 3. 28-day compressive strength
 - 4. Slump
 - 5. w/c Ratio
 - 6. Entrained Air
 - 7. Admixtures
 - 8. Curing compound
 - 9. Steel reinforcement and reinforcement accessories.
 - 10. Bonding agent or epoxy adhesive
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with the Contract Documents
- C. Manufacturers' current printed specifications and catalogue cut sheets for each type of manufactured product, including:
 - 1. Expansion joint filler, backer rod and bond breaker and/or zip strip.
 - 2. Integral color
 - 3. Applied finish materials
 - 4. Joint Sealant Color Sample
- D. Proposed joint pattern, if not indicated on or if different from the Drawings
- E. Sample chip of specified color indicating pigment number and required dosage rate.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Installer Qualifications: Regularly engaged and specializing in concrete paving, with a minimum 5 years' experience

- C. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program

PART 2 – PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
- B. Use flexible or curved forms for curves with a radius 100 feet or less.
- C. Use commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces

2.2 CONCRETE:

- 1. Concrete mix design shall conform to Section 90, "Concrete," of the Caltrans Standard Specifications.
- 2. Cementitious material: Portland cement, Type II, low alkali, with supplementary cementitious materials as defined in Section 90 of the Standard Specifications.
 - a. Vehicular Pavements and Heavy-Duty Curbs and Gutters: Provide cementitious materials content and maximum water to cementitious materials ratio as required to achieve modulus of rupture of at least 570 psi at 28 days age and at least 650 psi at 42 days age. Cementitious materials content must be between 505 and 675 pounds per cubic yard.
 - b. Pedestrian Paving, Curbs, and Gutters: provide at least 505 pounds per cubic yard cementitious materials.
- B. Admixtures: complying with Section 90, "Concrete" of the Caltrans Standard Specifications

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet
- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884, Class A, plain steel
- D. Reinforcing Bars: ASTM A615, grade 40 for #3 and smaller bars and grade 60 for #4 and larger bars
- E. Galvanized Reinforcing Bars: ASTM A 767, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615, Grade 60 deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A 775 or ASTM A 934; with ASTM A 615, Grade 60 deformed bars.
- G. Smooth Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs, with half of the dowel length lubricated to prevent bonding with the concrete, and with polyethylene cap installed on lubricated end to prevent end bearing.
- H. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.4 CURING MATERIALS

- A. Curing materials conforming to "Section 90, "Concrete" of the Caltrans Standard Specifications.

2.5 EXPANSION JOINT MATERIAL

- A. Premolded Joint Filler: ASTM D1751, non-extruding and bituminous type resilient filler, compatible with sealant and backer rod.
- B. Sealant Backer Rod:
 1. Type: Compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.
- C. Expansion Joint Cap: Snap Cap by W.R. Meadows or similar.
- D. Joint Sealer
 1. Type: Multi-component modified polyurethane sealant conforming to Federal Specification TT-S-00227E, designed for exterior locations subject to foot traffic.
 2. Color: Submit Samples
- E. Bond Breaker: Polyethene tape as recommended by joint sealant manufacturer where bond to joint filler must be avoided for proper performance of joint sealer.

PART 3 – EXECUTION

3.1 GENERAL

- A. Construct in accordance with the Standard Specifications and ACI 301, "Specification for Structural Concrete".

3.2 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 1. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/4 inch shall be brought to the attention of the Geotechnical Engineer, who will provide recommendations for corrective action.
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.3 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Precautions to protect fresh concrete from developing plastic shrinkage cracks must be taken in advance of concrete placement when evaporation rate due to any combination of temperature, humidity, and wind velocity is expected to approach 0.2 lb./sq. ft./hr. as determined by Figure 2.1.5 of ACI 305.

3.4 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963.

3.6 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 2. Provide tie bars at sides of pavement strips where indicated.
- C. Isolation (Expansion) Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints as shown on the Drawings, and at a minimum:
 - a. At the beginning and end of curves and at changes in direction
 - b. At re-entrant corners
 - c. At abutting walls, column penetrations, footings, or other structures
 - d. At approximately 20 feet on center each way in plaza areas, as necessary to limit area to a maximum of 400 square feet
 - e. At maximum intervals of 60 feet.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1-1/4 inches, or one-fourth of the concrete thickness, whichever is greater.
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface, and before the pavement develops shrinkage cracks.
 3. Locate contraction joints as shown on the Drawings, and at a minimum:
 - a. At 10 feet on center maximum for curbs and cross gutters. Where concrete sidewalk occurs adjacent to curb, align curb and sidewalk joints.
 - b. At pavement plazas, approximately 4 feet on center each way, and as necessary to limit area to a maximum of 20 square feet.
 - c. At all re-entrant corners and at changes in direction.
 - d. To provide rectangles of not less than 12 nor more than 20 square feet in linear walkways
- E. Dowels: Install dowel bars and support assemblies at joints where indicated and at construction joints.
 1. Expansion joint dowels: Lubricate one-half of dowel length to prevent concrete bonding to one side of joint and install polyethylene end sleeve on the lubricated end to prevent end bearing of the dowel against the concrete.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius, unless otherwise shown on the Drawings. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.7 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- D. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer or use bonding agent if approved by Engineer.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Slip-Form Pavers: When automatic machine placement is used, submit specific mix design and laboratory test results.
 1. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 2. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- L. Hot and Cold Weather Placement: Comply with ACI 306.1.

3.8 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 3. All exterior walkway surfaces shall receive a slip-resistant finish at least equivalent to a medium broom finish.
 4. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. All exposed faces shall be finished. Faces of curbing at planter areas shall be finished to 6" below finish planter grade.

3.9 SPECIAL FINISHES

- A. See Landscape Drawings

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.

- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by the moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.11 TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 - 1. Elevation: 1/4 inch
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
 - 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
 - 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
 - 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 10. Joint Width: Plus 1/8 inch, no minus.
- B. Comply with California Title 24 accessibility requirements regarding:
 - 1. Surface: slip resistant
 - 2. Changes in Level: 1/4 inch or less (vertical)
 - 3. Clear Width: complying with the minimum clear width required for the various types of facilities being constructed.
 - 4. Running Slope, General: less than 1:20 (5%)
 - 5. Running Slope, Ramps and Curb Ramps: not greater than 1:12 (8.33%)
 - 6. Cross-Slope: not greater than 1:48 (2%)
 - 7. Slope in Landings: not greater than 1:48 (2%) in any direction

- C. Provide flood test of all gutters and paving. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, replace the gutter or pavement to the nearest joint to provide proper drainage, at no cost to the OWNER.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39; test 1 specimen at 7 days and 2 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 15 16****RIVER ROCK & GRAVEL****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 River Rock / Gravel 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 AND DEFINITIONS

- A. 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 SUBMITTALS

- A. Samples: minimum 1-gallon bag samples of river rock / 1-quart bag samples of gravel for each size specification indicated, representative of the range of sizes, shapes, colors, and textures for each size specification. Free of dust and dirt, washed clean if necessary.

1.05 MOCK-UPS

- A. General: Stake and lay out a minimum 10 foot long and minimum 2' to maximum 3' wide section mock-up of river rock / gravel for review and approval by the Owners Representative. Mock-up shall include all representative of the range of sizes, colors, and textures for each size specification.
 - 1. Remove and replace any river rock / gravel installed that does not conform to the approved mock-up as directed by the Owners Representative at no additional cost to the Owner.
 - 2. First-in-place mockups are permitted with the prior approval of the Owner's Representative.

PART 2 - PRODUCTS**2.01 RIVER ROCK**

- A. River rock: natural rounded granite stone, native to California river beds free of dust and dirt, washed clean if necessary, prior to installation. Flat or needle shapes will not be accepted. Rock with broken pieces will not be accepted. Size range:
 - 1. 2" – 4" 70% by volume
 - 2. 4" – 8" 30% by volume

NOTE: THE ABOVE SIZE RANGES ARE FROM RESOURCE BUILDING MATERIALS

- B. Approved Suppliers
 - 1. Graniterock, Watsonville, CA, (831)768-2000
 - 2. Resource Building Materials, Modesto, CA (800)274-2549
 - 3. Arroyo Seco Quarry, King City
 - 4. Prior approved equal.

2.02 WEED MAT IF SETTING ON EARTH BASE

- A. Weed mat: non-woven polypropylene fabric, Mirafi 140N by Tencate, www.tencate.com, or approved equal.
- B. Staples: 6-inch heavy duty galvanized flat-head landscape staples.

2.03 PRE-EMERGENT IF SETTING ON EARTH BASE

- A. Granular: Low VOC pre-emergent, Treflan, Ronstar or approved equal.
- B. Liquid: Low VOC pre-emergent, Surflan or approved equal.

2.04 PRE-EMERGENT .

- A. Granular: Low VOC pre-emergent, Treflan, Ronstar or approved equal.
- B. Liquid: Low VOC pre-emergent, Surflan or approved equal.

PART 3 - EXECUTION

3.01 SITE PREPARATION

- A. Staking: After completion of rough grading, stake out edges and flow lines of river rock / gravel areas where not bounded by existing or previously installed paving or edge restraints.
 - 1. Use wooden surveyor stakes or sturdy marking flags. Use additional stakes as required to clearly indicate curved lines if shown on the Drawings.
- B. Excavation: After review and approval of the staking by the Owner's Representative, excavate the soil as required for placement of river rock as shown on the Drawings.
- C. Subgrade: Shape excavated subgrade to the required elevations as shown on the Drawings, accounting for the specified thickness of river rock / gravel. Compact subgrade to 90% relative compaction except inside tree planting pits.
 - 1. Reinstall all stakes disturbed by grading operations.
- D. Pre-emergent: 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.
 - 1. 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 edges.

3.02 INSTALLATION – RIVER ROCK ON EARTH BED

- A. Placement: After review and approval of any reinstalled staking by the Owner's Representative, place the river rock / gravel, using non-mechanical equipment, as shown on the Drawings and or as directed by Owners Representative in field.
 - 1. If more than one size range is specified, install the larger size range as the lower layer with the smaller size range as the upper layer and to fill in voids.
 - 2. Coordinate with irrigation and planting activities for river rock / gravel to be placed in conjunction with planting inside river rock / gravel areas.
 - 3. Remove stakes only after final approval of the river rock layout by the Owner's Representative.

3.03 CLEAN UP

- A. Waste Removal: Remove all waste as a result of river rock / gravel construction from the site and dispose of legally. Remove all excess river rock / gravel from planting areas.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 31 19****ORNAMENTAL METAL FENCES AND GATES****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 fabrication and installation of ornamental metal fence and gates as shown on the Drawings and as specified in this Section and other Sections of these Specifications. The work includes but is not limited to:
 - 1. Installation of concrete footings associated with ornamental fence and gates.
 - 2. Provision of clip angles, connectors, machine bolts, lag bolts, screws, anchor bolts, and all other miscellaneous metal items not specified elsewhere.

1.03 STANDARDS AND DEFINITIONS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A653 Specification for Steel Sheet, Zinc-Coated or Zinc-Iron Alloy-Coated by the Hot-Dip Process
 - 2. F2408 Specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets

1.04 QUALITY ASSURANCE

- A. Installer Prequalification: fence contractor authorized by fence manufacturer for the installation of commercial fences.
- B. Protection: Use all means necessary to protect miscellaneous metal before, during, and after installation, and to protect the installed work and materials of other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

1.05 SUBMITTALS

- A. Installer Qualification: Certificate or other document attesting that the contractor is an authorized installer of the fence manufacturer.
- B. Product Warranty: Manufacturer's warranty to cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding. Includes labor necessary to restore or replace components that have been found to be defective under the terms of the warranty. Product shall be guaranteed for five (5) years from date of original purchase.
- C. Shop Drawings: of the items listed below. 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. If standard items from the manufacturer, typical drawings and details are acceptable.

1. Fence
2. Pedestrian Gate

1.06 DELIVERY, STORAGE AND HANDLING

- A. Package, deliver, unload, and store metalwork items so as not to be damaged or deformed.

PART 2 - PRODUCTS

2.01 SYSTEM DESCRIPTION

- A. Pre-approved manufacturers:
 1. Ameristar Perimeter Security USA, Inc., Tulsa, OK (800) 321-8724, www.ameristarfence.com
 2. Builders Fence Co. Inc., Sacramento, CA (916) 381-4065, www.buildersfence.com
- B. Pre-approved system: Ameristar Montage II Majestic standard picket space, welded and rackable, ornamental steel, Majestic™ design, including all components i.e., panels, posts, gates and hardware.

2.02 METAL MATERIALS

- A. General: metals shall be new material, free of rust with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
 1. Brackets, flanges, and anchors: cast or formed metal of the same type of material and finish as the supported posts or rails.
- B. Steel: ASTM A653, minimum yield strength of 45,000 psi
 1. Minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60

2.03 FENCE & GATES

- A. General: Provide a manufactured fence system capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.
- B. Coating: Inline electrode position coating process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat.
 1. Quality characteristics: comply with applicable ASTM standards for adhesion, corrosion resistance, impact resistance, and weathering resistance.
 2. Minimum cumulative coating thickness of epoxy and acrylic: 2 mils
 3. Color: black
- C. Ameristar Montage II Majestic, 4' Height, Color Black. 6' wide gate.
- D. Montage II Majestic Fence:
 1. Fence Posts: minimum 2-1/2" square x 16 Ga.
 2. Pickets: 3/4" square x 18 Ga. tubing.
 3. Rails: steel channel, 1-1/2" square x 14 Ga.
- E. Montage II Majestic Gates:

1. General: fabricated using welded ornamental panel material and gate ends having a 1-1/4" square cross-sectional size. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.
2. Gate posts: meet the minimum requirements of the table below

Montage Plus® Gate Leaf	Montage Plus® Gate Height	
	Up To & Including 4'	Over 4', Up To & Including 6'
Up To & Including 4'	2-1/2" x 14 Ga.	3" x 12 Ga.
Over 4'1", Up To & Including 6'	3" x 12 Ga.	3" x 12 Ga.
Over 6'1", Up To & Including 8'	3" x 12 Ga.	4" x 12 Ga.

2.04 GATE HARDWARE

- A. Hinges: By Gate Manufacturer
- B. Lockable Latch: Ameristar Heavy Duty LokkLatch Deluxe.

PART 3 - EXECUTION

3.01 GENERAL

- A. Compliance: Fabricate ornamental fence and gates strict accordance with the approved Shop Drawings and the referenced standards.
- B. Holes: Drill or punch all holes required for the attachment of work of other trades and for bolted connections. Burned holes are not acceptable.
- C. Brackets, Flanges, and Anchors: Provide brackets, flanges, and anchors for railing posts and for handrail supports. Furnish inserts and sleeves as required for anchorage to concrete work.

3.02 INSTALLATION

- A. Footings: as shown on the Drawings.
- B. Fence Installation: space fence posts according to the Shop Drawings and manufacturer's instructions. For installations that are required to be raked to follow slopes, measure the post spacing dimension along the grade. Attach fence panels to posts with brackets supplied by the manufacturer.
- C. Cutting/drilling rails or posts: seal the exposed steel surfaces as follows:
 1. Remove all metal shavings from cut area.
 2. Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole and let dry.
 3. Apply 2 coats of finish paint using paint pens as provided by or recommended by the manufacturer to match fence color.
 4. Failure to seal exposed surfaces per steps 1-3 above will negate manufacturer's warranty.
- D. Gate Installation: Space gate posts according to the manufacturers' gate drawings based on standard out-to-out gate leaf dimensions and gate hardware, including hinges.
- E. Coordination: Coordinate installation schedule with the schedules of other trades to ensure orderly and timely progress of the total work.

3.03 CLEAN-UP & REPAIR

- A. Remove protective film from prefabricated components. Clean metal work surfaces in accordance with good industry practices.
- B. Touching Up: After the erection and installation are complete, touch up all minor damage to paint finish caused during transportation and erection, using manufacturer's recommended finish paint using paint pens. The Owner's Representative will determine what constitutes "minor damage" and what damage requires replacement.
- C. Cleaning: clean the jobsite of excess materials. Dispose of post-hole excavations in coordination with the general earthwork / grading on the site. If no grading, then dispose off-site.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS**SECTION 32 84 00****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. Electrical wiring/conduit work associated with the controller.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading (Field Earthwork & Grading)
 - 2. Irrigation Control System
 - 3. Planting (Field Planting)
 - 4. 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 as referenced in this Specification, including related test methods:
 - 1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 2. D1784 Specification for Rigid 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

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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
 18. F1970 Specification for Special Engineered Fittings, Appurtenances or Valves for use in PVC or CPVC Systems
- C. ANSI / AWWA Standards (latest revisions) as they apply to this work and related test methods.
- D. 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
- E. 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.
- F. 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 applicable codes and manufacturer's specifications
1. Install electrical power to the controller in accordance with applicable electrical codes.
- 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.
 2. Controller manufacturer's recommended grounding details.
- B. Certification: Prior to the Substantial Completion Review submit to the Owner's Representative a written statement that the controller has been grounded adequately from the controller manufacturer's representative or other qualified testing professional.

- C. Drawings: Irrigation As-built Drawing(s) and Valve Stationing Plan(s).
- D. Close-out Documentation: As specified herein.

1.06 REVIEWS

- A. Request at least (5) five days in advance the following reviews prior to progressing with the work:
 1. Review – Main-line layout, trenching, pressure-test, flushing of main-line. Valve manifold locations.
 - a. Controller location
 2. Review
 - a. Sprinklers - lateral line installation including swing joints.
 - b. Point-source drip - supply line installation.
 - c. Sub-surface drip – supply / exhaust header and dripline installation.
 - d. Earth back fill to take place only after review is completed.
 3. Review - Irrigation coverage. Requirements for irrigation coverage inspection are specified elsewhere in this Section.
 - a. Valve box inspection.
 4. Substantial Completion Review – see Specification Section Landscape Maintenance
 5. Punch-list Check – see Specification Section Landscape Maintenance
 6. Final Review – see Specification Section Landscape Maintenance
 7. See Specification Sections Soil Preparation, and Planting for other items to be inspected during these reviews.
 8. 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.

1.08 TESTING

- A. New and relocated Backflow Prevention Devices are to be tested prior to substantial completion by a licensed testing agency. Submit test results certificate to the Owner's Representative prior to Final Review as part of Close-out Documentation.

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.
 6. Marking Tape: Christy's 3-inch marking tape, blue with black text 'IRRIGATION WATER'.

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.

2.03 SLEEVING

- A. Sleeves: As shown on the Drawings.

2.04 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 and remove assemblies for maintenance – unions at the ends of the assemblies should be fully accessible by hand. For drip irrigation valves, size the box so that with the filter assembly mounted sideways or pointing down as shown on the Drawings, the cover and filter insert can be easily removed for cleaning. Box size suggestions, to be verified in field:
 - a. Remote control valve only: standard size box
 - b. Remote control valve with shut-off valve: standard size box
 - c. Drip irrigation valve assembly only: standard size box
 - d. Drip irrigation valve assembly with shut-off valve: jumbo sized box
 2. Rodent screen: welded wire mesh, hot-dip galvanized, size as shown on the Drawings.
 3. 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.

2.05 IRRIGATION EQUIPMENT

- A. General: Supply and install irrigation equipment as shown on the Drawings, or approved equal.
- B. Backflow Preventer: lead-free as certified under NSF / ANSI Standard 61 by NSF International.

1. Enclosure: Guardshack or equal, size to fit backflow device plus 6" clearance at the top and sides.
 2. Enclosure Pad: Encpad or equal, size to fit backflow enclosure.
- C. Controller: ET-based automatic controller, number of stations and configuration as shown on the Drawings, capable of adjusting watering parameters automatically based upon historical local reference evapotranspiration data, or current data as provided by a remote or localized weather-based information system.
1. Controller to include a master valve terminal.
 2. Controller to include a flow-sensor terminal and flow-sensing board or flow-sensing integrated into the main board for all non-residential projects, and all residential projects above 5000 sf.
 3. ET-Sensor with auto shut-off switch: Install in an unobstructed area open to the sky. Depending on site conditions install sensor assembly: **DELETE IF EXISTING CONTROLLER**
 - a. On the roof eaves / parapet wall coping wall
 - b. A galvanized steel pole 80-inches above ground level mounted in an appropriate concrete footing.
 - c. Connect sensor to the controller by underground cable / conduit, all exposed conduit to be galvanized steel.

2.06 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.
- B. Controller Power: insulated copper conductor, THHN/THWN (Thermoplastic High Heat-resistant / Water-resistant Nylon-coated), solid or stranded.
1. Conductors: No.12 AWG (American Wire Gauge) minimum size. Use size and number of conductors appropriate to distance to account for voltage loss.
 2. Follow standard electrical practices for wire color code.

2.07 CONDUIT

- A. Conduits: ASTM D1784 Sch 40 Grey, made from PVC1120 Type 1, Grade 1. Sunlight resistant per UL 651, rated for use with 90° C wiring, NSF listed / certified. Glue-on PVC couplings and factory-made elbows and sweeps.
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.
- B. Conduits above grade: rigid galvanized steel.
1. Field wrap steel conduits extending below grade with 3M Scotchrap 50, with a 50% overlap. Complete with necessary fittings for a complete watertight installation.

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 water meter and plumb backflow device and remaining 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. Install marking tape on all sections of mainline.

- 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 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 8-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.
- 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.
- 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. Flush mainline and sprinkler portions of the system using full water main pressure.
3. Flush drip irrigation filters prior to flushing downstream drip irrigation using drip system design pressure.
4. Flush downstream drip irrigation via flush ports using drip system design pressure.
5. After flushing, backfill and settle soil. Rake smooth to match surrounding grade.

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 mulched 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. Install valve box so that it does not rest on or touch the pipe or equipment in any way.
 2. Label valve box lids with the valve station number / ID# using a weather resistant method. Plastic valve box lids may be labeled using a branding tool / branding iron.
 3. Install a Valve ID tag, with the valve station number clearly marked with weatherproof method, to each remote control valve, attached by means of a weatherproof tie.

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.

3.05 CONTROLLER ~~DELETE IF EXISTING CONTROLLER OR SEPARATE CONTROLLER SPEC~~

- A. General: Based on existing soil types, soil imports, and final ground conditions, additional grounding equipment may require to be installed at no additional cost to the Owner.
 1. Submit manufacturers grounding equipment details recommended for the Project.
- B. Installation: install controller enclosure onto concrete base or on to wall per the Drawings.
- C. Power: Install power to controller following all applicable electrical codes. Install GFCI switch and 9-volt battery.

- D. Grounding: Determine from the Controller manufacturer, the grounding equipment recommended for the specific project soil and weather conditions. The guidelines below are provided for information only based on ASIC guidelines.
1. Ground each controller individually, unless otherwise noted by the Controller manufacturer.
 2. Grounding rods (where required): copper-clad steel type.
 3. Grounding plates (where required): solid-copper type.
 4. A typical installation for California requires the installation of a 5/8" dia. x 10' long UL listed grounding rod embedded in the soil, minimum 12' away from the footprint of the controller concrete pad.
 5. Ensure that that entire 10' radius sphere of influence of the grounding rod is:
 - a. Under an irrigated planting area where possible.
 - b. Clear of any control / sensor wires and 2-wire cables.
 6. For sandy, dry, and/or loose soils, a grounding plate set in appropriate earth contact material may be required per Controller manufacturer's instructions.
 7. For rocky soils, one or two grounding plates may be required per Controller manufacturer's recommendations.
 8. For areas known to be prone to lightning, a transient protection board and surge protector may be required inside the controller(s) per Controller manufacturer's instructions.
 9. Demonstrate, at Final Completion that the Controller has been adequately grounded for the specific project soil and weather conditions and provide a written statement to this effect from the Controller Manufacturers representative or other qualified testing professional

3.06 AS-BUILT DRAWINGS

- 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. Irrigation Equipment:
 - a. Point of connection, isolation valves, filter, pressure regulator, master valve & flow sensor as applicable.
 - b. Remote control valve locations and renumbering if applicable.
 - c. Isolation valve, quick couplers, and stub-out locations as applicable.
 - d. Valve boxes for intermediate control wire splices.
 - e. Dimensionally locate all the above irrigation equipment with at least two measurements from surface features such as pavements, fences and buildings.
 2. Main-lines. Dimensionally locate each direction of main-line with one offset measurement from a surface feature. Changes to alignment from the Drawings must be drawn in.
 3. Control wire alignment where separate from main-line. Documentation requirement as for main-line.
 4. Lateral lines. Draw changes accurately or provide one offset measurement similar to main-lines.
 5. Drip irrigation supply pipes. Draw these in accurately. These are shown only in typical schematic form on the Drawings.
 6. Drip irrigation distribution pipes / driplines. Do not draw these in.
 7. Record all final changes before trenches are backfilled.
 8. Include 'AS-BUILT DRAWINGS' with Contractor name and date, preferably in the title block area of the drawing, otherwise on an area of the drawing that does not have information below it.
 9. Submit completed as-built mark-ups to the Owner's Representative, via the project submittal procedure for review and approval before final payment request.
- B. Record Drawings: Obtain Record Drawings from the Owner's Representative that reflect the as-built markups. Provide valve stationing information on these Drawings.

3.07 VALVE STATIONING PLAN

- A. Valve-stationing Plan:

1. Prepare plan neatly 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. Use a separate color for each valve zone. Use colors that will show up in printed form. Do not use solid color fills that mask the irrigation information below – use hatch patterns, or use transparent (25%-35%) fills.
3. Tree zones can be shown by coloring the lateral lines supplying tree bubblers. Use appropriate graphics to visually separate tree zones from other zones, or provide the tree zones on a separate sheet.
4. Include 'IRRIGATION CONTROLLER CHART' with Contractor name and date, preferably in the title block area of the drawing, otherwise on an area of the drawing that does not have information below it.
5. Submit completed valve-stationing plan digitally to the Owner's Representative for review and approval.
 - a. After approval, if required by the Owner's Representative, then print 11"x17" color prints and submit to the Owner's landscape maintenance agency for approval prior to laminating.
6. Provide (2) 11"x17" laminated copies for reference purposes - one inside the controller, and one for the Owner's record.
 - a. Include a non-laminated 3rd copy of the Valve-stationing Plan in the Close-out Documentation.
 - b. Larger OR non-contiguous sites may require multiple sheets for clarity as determined by the Owner's Representative.
7. Valve-stationing plan(s) are to be prepared to the satisfaction of the Owner's Representative and at no additional cost to the Owner. Submit approved plans as noted above prior to final payment request.
8. New Systems: Clearly label and sequence stations according to the assigned valve identification numbers shown on the Record Drawings and color code the corresponding valve zones.
 - a. In case valve sequencing needs to be changed for ease in maintenance operations, verify changes in advance with the Owner's Representative.

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. Repair any leaks, if necessary, and re-test.
 6. 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 FLOW SENSOR TESTING

- A. Follow Controller Manufacturer's directions for flow sensor testing, which may be in the operation manual for the unit.

- B. Learned Flows: Prepare a neatly drawn / electronically prepared table showing Station # and learned / expected flow in GPM for all stations and submit as part of close-out documentation. Some controllers may prepare this report automatically and send it to a computer via the selected communications protocol.
 - 1. Note the overflow / underflow % or parameter for each station, or if common to all stations, then note once in the table.

3.10 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. Sprinkler Irrigation: Adjust heads prior to planting, including replacing nozzles, re-spacing heads, and adjusting degrees of nozzle arc as necessary to provide optimum coverage of planting areas, with no over-spray on to surrounding hard surfaces.
 - 3. Drip Irrigation: Make adjustments to emitter / low-flow bubbler sizes and locations to as necessary provide complete coverage of plant root balls. Water flowing from the emitter / bubbler and away from the root ball is an indication that emitter is on the downhill side of the plant. Extend the pipe to the uphill side of the root ball.
 - 4. Carry out corrections including those described above and obtain complete and adequate coverage in all irrigated areas at no additional cost to the Owner.

3.11 HARDWARE

- A. See Specification Section Landscape Maintenance for items to be handed over to the Owner at the in-service meeting.

3.12 CLOSE-OUT DOCUMENTATION

- A. Submit prior to Final Review, the following documents:
 - 1. Sheet containing:
 - a. Contractor's name, address, and phone number.
 - b. Controller manufacturer's service address, and phone number
 - c. Learned / expected flows for all stations.
 - 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.
 - a. Irrigation Controller Warranty.
 - b. Backflow Prevention Device testing certificate(s).
 - 4. Statement of verification of correct installation and operation:
 - a. Controller grounding verification
 - 5. In-service Meeting discussions & decisions. See Specification Section Landscape Maintenance.
 - 6. 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.

3.13 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 91 13

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.
- B. Existing Soils Report 19-213-0030 dated August 13, 2019.

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. Earthwork and Grading, See Civil
 - 2. 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 hydroseed, sod, or 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. Testing - General: 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 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 of test results by the Owner's Representative.
 4. 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. US Composting Council technical data sheets for compost prepared by the lab are not sufficient as a submittal – the complete analysis on the letterhead of the laboratory is required.
 2. Analysis is to conform to physical and chemical properties specified herein.
 3. Analysis is to assume tilling of the amendments into the soil as described elsewhere in this Specification
 4. 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.
- Testing – Existing Soil:
5. An Existing Soils Report with specific recommendations on soil preparation including required amendments, fertilization, and maintenance fertilization, has been carried out for this project and is included in the Appendix.
 - a. On approval of the amendment / compost analysis report, an updated existing soils report will be provided by the Owner's Representative that is specific to the proposed amendments to be used and will include the amendment lab test / sample ID number and testing date as reference.
 - b. Implementing the recommendations of the updated existing soils report will be at no additional cost to the Owner.
 - c. Existing soils report recommendations will be superseded by subsequent soil testing during the course of the project.
- E. Delivery tags for all amendments and fertilizers delivered to the Site for the Project.
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 Irrigation and 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 sand type.
 2. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
 3. 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.

2.02 FERTILIZER

- A. Soil amendment(s), fertilizer(s), and the backfill mix: as specified in the Existing Soils Report – see Appendix [A].
- 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.

2.03 SOIL AMENDMENTS

- A. Amendment: nitrogen stabilized organic amendment / compost produced only from landscape / yard trimmings, grass clippings, food scraps or agricultural residues.
1. Nitrified bark, nitrified sawdust, wood-based soil conditioners will not be permitted.
 2. Compost to be supplied by a producer who participates in the U.S. Composting Council's Standard Testing Assurance (STA) program.
 3. 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.
 4. Compost gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch (9.5 mm)	100%
1/4 inch (6.25 mm)	At least 95%
#8 (2.36 mm)	At least 60%
#16 (1.18 mm)	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.
- D. Sulfur (if required by existing soils test): granular degradable sulfur product, Tiger 90CR Organic 0-0-0-90 Sulfur by TigerSul.com, or 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 / mass grading work completed to date and verify specified limits of soil preparation work to commence.
- B. Finish grade all non-hardscape areas to smoothly integrate newly graded areas with the existing grades.
- C. 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 SOIL PREPARATION SCHEDULE

Planting Type	Minimum Cultivation Depth	Imported Topsoil (min depth)	Amendments / 1000 sf	Amendments (gypsum, sulfur) / 1000 sf	Commercial Fertilizers / 1000 sf
Shrubs & Ground-covers	10-inches	6 inches / 12 inches / None	6 CY (*) Compost	50 lbs (*)	12 lbs (*)

(*) For bidding purposes only, exact amendment / fertilizer type and quantity to be determined by Testing Lab analysis.

3.03 AMENDMENT PLACEMENT

- A. Follow the specific instructions in Existing Soils Report for soil preparation, amendment mixing, and placement.
- B. 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 Planting for plant pit requirements.
- C. 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.
 - 1. Water may be manually applied by spray attachments or impact sprinklers on stands.
 - 2. 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.
 - 3. The cost of watering to mix in amendments is at no additional cost to the Owner.

3.04 FINISH GRADING

- A. Finish grade all planting areas smoothly and uniformly, including those indicated to be only mulched on the Drawings.

1. In all planting areas including mulch-only areas, remove all rocks and clods over 1 cubic inch, as well as all construction aggregates and construction gravel.
2. Repair all erosion damage during the construction period.

- B. Unless otherwise shown on the Drawings, all soil finish grades after watering and / or natural settlement shall be 1-inch below finish surface of walks, pavements, and curbs.

3.05 PLANT FERTILIZER

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)

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 Existing Soils Report.

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 93 03****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.
- B. Existing Soils Report 19-213-0030 dated August 13, 2019.

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 STANDARDS & DEFINITIONS

- A. 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

1.04 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. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.
- C. Guarantee: 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.

1.05 SUBMITTALS

- A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. Plant List Summary certifying species / size of plant material ordered, the nursery supplier(s), along with nursery photographs of species. Approval of photographs only constitutes approval of the portion of the plant above ground; root balls and container soil

- levels are subject to approval after delivery to site as described elsewhere in this Specification.
 - 2. Note any plant material not available at that time, or proposed substitutions to be reviewed.
 - 3. All associated planting products and accessories specified in this Section and shown on the Drawings, including fertilizers, chemicals, and mulch.
- 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.

1.06 REVIEWS

- A. Intermediate Reviews - plant material approval and layout/locations. See Specification Sections Landscape Irrigation and Soil Preparation for other items to be inspected during these reviews.
- 1. Plants - allow a minimum of two (2) and maximum of five (5) % of the quantity of plants of each species for removal from containers and inspection of root balls.
 - 2. Trees – allow a minimum of one (1) and maximum of three (3) of the quantity of trees of each species for removal from containers in case of 15-gallon specimens, and opening of the side of the containers in case of 24” and larger box sizes, for inspection of root balls.
 - 3. Root systems and container soil levels not complying with the requirements as described elsewhere in these Specifications may be rejected by the Owner’s Representative.
- B. Substantial Completion Review (to initiate Maintenance Period) – all planting areas. See Specification Section Landscape Maintenance.
- C. Final Review (at the completion of Maintenance Period) - all planting areas including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.
- D. If not part of a regularly scheduled Owner-Architect-Contractor site meetings, then specifically request the above reviews at least (5) five days in advance prior to progressing with the work.
- E. 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. 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. Trunk, Branches and Canopy:
- D. Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting.
 - 1. Tree root crown and surrounding soil level shall be within 1-inch of the container rim for 15-gallon containers, 3-inches of the container rim for 24-inch boxes and above.
 - 2. Do not deliver any trees to site with girdling roots or similar abnormalities. It is the Contractors responsibility to check trees before they are loaded on at the nursery suppliers.
- E. 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.
- F. 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 TREES

- A. All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of damaged bark, with all minor abrasions and cuts showing healing tissue. Remove sucker basal growth and lateral growth and treated surface to eliminate re-sprouting. Allow normal lower side branching to remain. Trees unable to stand upright without support shall be rejected.

2.03 FERTILIZER

- A. As specified in the Existing Soils Report – see Appendix [A].

2.04 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 prior to application:
 - 1. Pre-emergent herbicides - (granular form only) Treflan, Ronstar, or prior approved equal.
Note: these products are stated by their manufacturers to be harmful to aquatic life and are not permitted to be used on areas draining directly to aquatic / riparian areas.

2.05 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. Mulch: 100% recycled construction wood with biodegradable coloring, ½-inch to 2-inches.
 - 1. Pre-approved products / suppliers:
 - a. Woodchip Mulch by Vision Recycling, CA Color – black
 - b. Decorative Mulch by Recology Organics. Color – dark brown
 - c. Republic Services, Milpitas CA (formerly BFI), CA

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 watering basins with bottoms draining away from plant stems to the edge of basins.
 - 1. Flat areas with sprinkler / point-source drip irrigation and all areas with sub-surface drip irrigation - construct basins only if required to hand water plants during establishment period. See Specification Section Landscape Maintenance for removal of basins.
 - 2. Sloped areas with sprinkler / point-source drip irrigation – construct basins and do not remove at the end of landscape maintenance, unless directed to do so by the Owner's Representative.
- 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. 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.
 - 1. Do not use chemicals stated by their manufacturers to be harmful to aquatic life in any areas draining directly to aquatic / riparian areas.
- B. After planting and prior to installation of mulch, treat all planting areas for weed control with pre-emergent herbicide, as recommended by the manufacturer.
 - 1. For drip irrigation areas, manually water granular herbicides in to the soil soils using impact sprinklers or hose-end sprinklers.

- C. Include copies of documentation of pesticide and herbicide applications, countersigned by the Owner's Representative, as part of Close-out Documentation – see Specification Section Landscape Maintenance.

3.04 FERTILIZER

- A. Shrubs and groundcovers - Apply Commercial Fertilizer at 5 pounds per 1,000 square feet to 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.
 - 2. Hand-water as necessary to dissolve fertilizer into the ground below the mulch.
- B. Follow the specific instructions in the Existing Soils Report for amendment and fertilizer mixing and placement - see Appendix [A].
- C. Include copies of documentation of fertilizer applications, countersigned by the Owner as a part 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

3.06 MAINTENANCE

- A. See Specification Section Landscape Maintenance

3.07 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

DIVISION 33 UTILITIES

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Storm drain pipe and fittings
 - 2. Manholes, cleanouts, inlets, and other appurtenances

1.2 RELATED REQUIREMENTS

- A. Section 017123 – Field Engineering
- B. Section 310000 – Earthwork
- C. California Building Standards Code (CBSC), 2019 Edition.

1.3 REFERENCES

- A. ASTM C478 – Standard Specification for Precast Reinforced Concrete Manhole Sections
- B. ASTM C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
- C. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
- D. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- E. ASTM D 3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- F. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
- G. ASTM D2751 – Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
- H. ASTM F1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

1.4 SUBMITTALS

- A. Submit testing results for proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- B. Submit samples of proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- C. Submit manufacturer cut sheets for piping and appurtenances.
- D. Submit concrete mix design and shop drawings for any cast-in-place concrete structures proposed.

PART 2 – PRODUCTS**2.1 BEDDING AND BACKFILL**

- A. Pipe bedding and backfill: As shown on the Plans.

2.2 PLASTIC PIPE

- A. Rubber gasketed PVC gravity sewer pipe conforming to ASTM D-3034, SDR 35 or SDR 26.
- B. Rubber gasketed PVC water pipe conforming to AWWA C900, SDR 25.
- C. HDPE type "S" (smooth interior, corrugated exterior) pipe with watertight joints conforming to AASHTO designation M 294.

2.3 REINFORCED CONCRETE PIPE

- A. Rubber gasketed reinforced concrete pipe conforming to ASTM C-76, Type 3.

2.4 PERFORATED PIPE

- A. Solvent weld or rubber gasketed perforated solid-wall PVC pipe conforming to one of the following: ASTM D-1785, SCH 40; ASTM D-3034, SDR 35 or SDR 25; or ASTM D-2729.
- B. Perforation pattern shall conform to AASHTO M-27 or ASTM D-2729.

2.5 CONCRETE DRAINAGE STRUCTURES

- A. Cast in place concrete and precast concrete drain inlets shall conform to Section 51, "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Facilities", Section 75 "Miscellaneous Metal" of the Standard Specifications, and these Specifications.
- B. Precast members shall conform to section 70-1.02h, "Precast Concrete Structures", of the standard specifications.
- C. Concrete drainage inlets shall be precast or cast-in-place units conforming to the details shown on the plans.
- D. Concrete manholes shall be precast units conforming to ASTM C 478 and the details shown on the plans.
- E. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.
- F. Plastic pipe connections to concrete structures shall be fitted with a flexible, watertight elastomeric gasket conforming to ASTM C-923 (for PVC pipe), or ASTM F-2510 (for HDPE Type 'S' pipe).
- G. The flow line of drain inlets, whether precast or cast in place, shall be formed in the field to provide a smooth flow line with bench at the pipe spring line. The invert paving thickness in precast structures shall be at least 3" below the bottom of the lowest pipe.
- H. Structures, grates, and covers shall be H-20 load rated if located in vehicular areas, and pedestrian load rated otherwise.
- I. Cast in place concrete structures shall conform to Section 51-7, "Minor Structures" of the Standard Specifications and to the dimensions on the Drawings. Contractor shop drawings shall be required for approval for any cast-in-place concrete.
- J. ADA-compliant grates shall have less than 1/2" clear between bars, and the openings shall be aligned perpendicular to the path of travel. All grates within pedestrian areas shall be ADA-compliant.

2.6 CLEANOUTS

- A. Cleanout boxes: Christy G05T with cast iron traffic rated cover. Cover marked "Storm".
- B. Materials for cleanouts shall be in accordance with the California Plumbing Code and the details on the Construction Drawings. Cleanout risers shall be of the same material as the storm drain line.

2.7 GEOTEXTILE FABRICS

- A. Filter fabric: as indicated on the Drawings.
 - 1. Where not indicated, submit Mirafi 140N or equivalent for approval by the GEOTECHNICAL ENGINEER.
 - 2. Filter fabric for the underground retention chamber system shall be as recommended by the system manufacturer.
- B. Other geotextile fabrics: as indicated on the Drawings or in the Geotechnical Report.
 - 1. If not indicated, submit type appropriate for the intended use for approval by the GEOTECHNICAL ENGINEER
- C. Filter fabric is not used on subsurface drains constructed of Class 2 Permeable Material.

2.8 DRAIN ROCK

- A. Caltrans Permeable Material Class 1A, 1B or 2, as indicated on the Drawings. If not indicated, use Class 2.
- B. Drain rock for the underground retention chamber system shall be as recommended by the system manufacturer.

2.9 ACCESSORIES

- A. Provide warning tape as specified in Section 312333 – Trenching

PART 3 – EXECUTION

3.1 GENERAL

- A. All work shall be in accordance with:
 - 1. The California Plumbing Code
 - 1. Product manufacturer's recommendations
 - 2. ASTM D 2421

3.2 TRENCHING

- A. Perform trenching in accordance with the Plans.

3.3 PIPE COVER

- A. Pipes which are located within vehicular traffic areas and with less than 24" of cover measured from the top of pipe to the finished pavement grade shall be backfilled with minimum 2,500 psi concrete to at least 6" above the top of pipe. Pipe shall be adequately restrained to prevent floatation or movement during backfilling.

3.4 TESTING

- A. Following placement and compaction of backfill, and prior to the placement of permanent pavement, storm drains shall be cleaned and videoed to verify that the pipeline is free from obstructions (deflections, joint offsets, lateral pipe intrusions, etc.).

END OF SECTION

APPENDIX A
GRANT AGREEMENTS

ML 4/1/2021

ME 4/2/2021

CB 4/2/2021

MH 4/2/2021

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AGREEMENT NUMBER 4600013801**

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Monterey Peninsula Water Management District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2023 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2023.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,238,904.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2. Work that is subject to the California Environmental Quality Act (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after the June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.

- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this

Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such

maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.

- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Monterey Peninsula Water Management
District

Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

David J. Stoldt
General Manager
5 Harris Court Building G
Monterey, CA 93940
Phone: (831) 658-5650
Email: dstoldt@mpwmd.net

Direct all inquiries to the Project Manager:

Department of Water Resources

Monterey Peninsula Water Management
District

Monia Holleman
Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9262
Email: monia.holleman@water.ca.gov

Maureen Hamilton,
Project Manager
5 Harris Court Building G
Monterey, CA 93940
Phone: 831-658-5622
Email: mhamilton@mpwmd.net

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J –Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Chief, Division of Regional Assistance

Date 4/6/2021

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT



David J. Stoldt
General Manager

Date 4/5/2021

EXHIBIT A**WORK PLAN****PROPOSITION 1 ROUND 1 MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY
IRWM IMPLEMENTATION GRANT****Grant Administration****IMPLEMENTING AGENCY: Monterey Peninsula Water Management District**

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project AdministrationTask 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Coe Avenue Recycled Water Distribution Pipeline**IMPLEMENTING AGENCY: Marina Coast Water District (MCWD)**

PROJECT DESCRIPTION: The Coe Avenue Recycled Water Distribution Pipeline Project involves the construction of approximately 3,170 linear feet of new recycled water distribution main in Coe Avenue in the City of Seaside. This new distribution line will allow for the delivery of recycled water from the existing trunk main on General Jim Moore Boulevard to recycled water users located along the project alignment. When MCWD's recycled water program is fully implemented, irrigation customers with access to recycled water will be required to switch to a recycled source. The primary benefit is the reliable, recycled water supply; MCWD estimates that switching Coe Avenue customers to recycled water will save approximately 200 acre-feet of potable water per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase - Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies - Not applicableTask 5: CEQA Documentation

The Regional Urban Recycled Water Project (RWP) Environmental Impact Report (EIR) was certified in October 2004 and Addenda Nos. 1, 2 and 3 adopted in October 2006, February 2007 and April 2016. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Acquired an Encroachment Permit from the City of Seaside to install new infrastructure within a public right-of-way administered by the city.

Deliverables:

- Permits as required

Task 7: Design

Final project design drawings, plans, and specs were completed in October of 2019, and the project is currently contracted for construction. A geotechnical report for the project was completed in 2007.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The project was awarded on July 6, 2020.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Construction will require the installation of approximately 3,170 linear feet of 8" diameter recycled water pipeline and one pressure-reducing station beneath existing pavement in Coe Avenue. Related construction activities will include the striping of approximately 3,170 linear feet of roadway, slurry seal of approximately 12,560 square yards of roadway, installation of approximately five gate valves, installation of approximately three combination air vacuum valves, and installation of approximately three blowoff assemblies.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Del Monte Manor Low Impact Development Improvement Project**IMPLEMENTING AGENCY: City of Seaside**

PROJECT DESCRIPTION: The Del Monte Manor Low Impact Development Improvement Project (project), includes reconstruction of a portion of an existing drainage detention basin with stormwater capture and treatment facilities.

The project protects approximately 0.57 acres from regular flooding and results in about 11 acre feet per year of stormwater infiltration in years with normal or above-normal precipitation. The project will reduce urban runoff pollutant loads, including trash and debris, currently discharged to the Monterey Bay National Marine Sanctuary. Runoff from the approximately 24-acre tributary catchment that currently enters the storm drain system will be re-routed to the pre-treatment bioswale and subsurface infiltration infrastructure. The project includes permanent educational signage to inform the public about the benefits of the bioswale and subsurface infrastructure.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

The project was included in the Monterey Peninsula Regional Stormwater Resource Plan. As part of the Stormwater Resource Plan development, a 10% feasibility analysis was conducted for the project. Building upon a 10% feasibility analysis, a 30% basis of design report was completed.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The City of Seaside anticipates issuing a Grading Permit to the contractor.

Deliverables:

- Permits as required

Task 7: Design

The City of Seaside's design consultant completed a 30% basis of design (BOD) report for the project. The BOD report included mapping and field observations, soil infiltration, watershed characteristics, post-rain events field observations, existing system modeling, project alternatives, continuous simulation analysis, and single-event analysis. The BOD establishes the overall project concept and will serve as the foundation for preparation of final design plans and specifications. Design of storm drain infrastructure shall conform to industry practices and adopted city standards.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement

- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include:

Mobilize material and equipment to the construction sites. Reconfigure existing storm drain system including installation of approximately 110 linear feet of 12" diameter new storm-drain pipe, two manholes, two drain inlets, and two trash capture devices. Excavate approximately 700 cubic yards of soil and install approximately 6,600 cubic feet of subsurface infiltration infrastructure. Construct bioswale and landscaping improvements over approximately 30,000 square feet including soil amendments, slope protection, irrigation, plantings, and fencing. Repair approximately 100 square feet of sidewalk, about 20 linear feet of curb and gutter, and install approximately 650 linear feet of split rail fence. Relocate private sanitary sewer lateral.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: West End Stormwater Improvement Project**IMPLEMENTING AGENCY: City of San Diego**

PROJECT DESCRIPTION: The West End Stormwater Improvement Project (project) will install the following features: (1) bioretention facilities including curb extensions at intersections, (2) permeable pavement in parking/areas and at intersections, (3) new catch basins, (4) a series of horizontal infiltration chambers, and (5) new storm drain routing and abandonment of existing storm drains in various locations. The project will treat approximately 5 acres within the West End neighborhood. The project will reduce the total suspended solids entering Monterey Bay by an average of 450 kilograms/year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The project is included in the Monterey Peninsula Region Stormwater Resource Plan that was finalized in December of 2018.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Based on the 30% design, the project will be constructed entirely within existing street rights-of-way under the jurisdiction of Sand City. An approximately 6,000 square foot area is within a non-appealable Coastal Zone Overlay and will require a Coastal Development Permit issued by the City of Sand City.

Deliverables:

- All required Permits

Task 7: Design

Sand City's Technical Assistance team has completed a 30% preliminary design of the project including the following supporting work: mapping and field observations including photo documentation of existing conditions, topographic survey, project planning report, project alternatives analysis report, hydrologic and hydraulic calculations, low impact development facility sizing calculations, utility mapping, preliminary construction documents/plans, and review of existing geotechnical investigation report for projects in the vicinity of the proposed project.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Mobilization and demobilization: This item include contractor's cost to transport equipment, bonds, ancillary costs, and clean up.

Site preparation: This includes demolition and removal of existing street infrastructure and storm drainage as necessary to construct the proposed project improvements.

Subsurface utilities and infiltration systems: This includes the installation of dry wells and 3 infiltration units to provide subsurface infiltration. Stormwater entering these infiltration units will receive pretreatment from a Barracuda stormwater separator installed at each infiltration unit.

Construct surface improvements: This includes the installation of approximately 3,100 square feet (SF) of bioretention facilities within concrete curb extension areas, approximately 3,350 SF of permeable pavement, new storm drain catch basins, approximately 19 new trees to be planted within the bioretention facilities, approximately 940 SF of cross gutters, approximately 22,000 SF asphalt pavement including new and replacement signage and striping, approximately 3,000 SF of sidewalk, curb and gutters. Approximately 15 existing curb ramps will be replaced with Americans with Disability Act (ADA) compliant curb ramps and all replaced sidewalk will be made ADA compliant as well.

Demobilization: This includes the removal of the contractor's equipment, materials, construction best management practices, traffic control and any other items no longer needed for the work.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 1 MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY
IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
	Grant Administration	\$155,000	\$0	\$0	\$155,000	0%
PROJECTS						
1	Coe Avenue Recycled Water Distribution Pipeline	\$407,040	\$559,334	\$0	\$966,374	58%
2	Del Monte Manor Low Impact Development Improvement Project	\$579,464	\$0	\$0	\$579,464	0%
3	West End Stormwater Improvement Project	\$1,097,400	\$0	\$0	\$1,097,400	0%
GRAND TOTAL		\$2,238,904	\$559,334	\$0	\$2,953,238	-

Grant Administration

Implementing Agency: Monterey Peninsula Water Management District

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a	Project Administration	\$155,000	N/A	\$0	\$155,000
TOTAL COSTS		\$155,000	N/A	\$0	\$155,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

PROJECT 1: Coe Avenue Recycled Water Distribution Pipeline

Implementing Agency: Marina Coast Water District (MCWD)

Project directly serves a need of a Disadvantaged Community: **No**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$0	\$14,624	\$0	\$14,624
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$49,333	\$0	\$49,333
d	Construction / Implementation	\$407,040	\$495,377	\$0	\$902,417
TOTAL COSTS		\$407,040	\$559,334	\$0	\$966,374

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share funds will be provided by an existing State Revolving Fund loan already secured by Marina Coast Water District (MCWD) and MCWD's general capital improvement budget and reimbursements to MCWD from the Fort Ord Reuse Authority.

PROJECT 2: Del Monte Manor Low Impact Development Improvement Project

Implementing Agency: City of Marina

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$20,464	\$0	\$0	\$20,464
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$76,000	\$0	\$0	\$76,000
d	Construction / Implementation	\$483,000	\$0	\$0	\$483,000
TOTAL COSTS		\$579,464	\$0	\$0	\$579,464

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% cost share waiver.

PROJECT 3: West End Stormwater Improvement Project

Implementing Agency: City of Sand City

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$44,000	\$0	\$0	\$44,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$70,000	\$0	\$0	\$70,000
d	Construction / Implementation	\$983,400	\$0	\$0	\$983,400
TOTAL COSTS		\$1,097,400	\$0	\$0	\$1,097,400

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% cost share waiver.

EXHIBIT C**SCHEDULE****PROPOSITION 1 ROUND 1 MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY
IRWM IMPLEMENTATION GRANT****Grant Administration**

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/01/2019	06/30/2023

PROJECT 1: Coe Avenue Recycled Water Distribution Pipeline

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	07/01/2018	06/30/2021
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/01/2018	06/30/2020
d	Construction / Implementation	09/01/2020	12/31/2020

PROJECT 2: Del Monte Manor Low Impact Development Improvement Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	09/03/2020	03/31/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	09/03/2020	10/31/2021
d	Construction / Implementation	11/01/2021	12/01/2022

PROJECT 3: West End Stormwater Improvement Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	01/01/2020	03/31/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/01/2020	07/31/2021
d	Construction / Implementation	11/30/2021	12/31/2022

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital or domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from

the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION



FINAL
RESOLUTION NO. 2020-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AUTHORIZING ITS GENERAL MANAGER TO ENTER INTO AGREEMENTS
FOR PROPOSITION 1 GRANT FUNDING**

FACTS

1. In 2016, the Monterey Peninsula Water Management District (MPWMD) executed a Memorandum of Agreement for Integrated Regional Water Management Planning and Funding in the Central Coast Funding Area (MOA). The primary intent of the MOA is to share Proposition 1 funding for the Integrated Regional Water Management (IRWM) grant program among the six regions in a fair and equitable manner. Each region independently determines and prioritizes projects to be funded within its boundary.
2. The MOA reduces the need for regions to compete against each other for grant funds.
3. The Monterey Peninsula, Carmel Bay and Southern Monterey Bay Regional Water Management Group (Monterey Peninsula RWMG) is eligible to receive \$3,727,865 in Proposition 1 IRWM Implementation grant funds.
4. In April 2019 the Department of Water Resources (DWR) released the Proposition 1 IRMW Implementation Grant Proposal Solicitation Package for Round 1 of funding.
5. In September 2019 the Monterey Peninsula RWMG presented projects to DWR at a pre-application workshop to obtain feedback in advance of the lengthy grant application preparation.
6. If Monterey Peninsula RWMG is awarded grant funds, MPWMD would be responsible for grant administration.
7. On the 21st day of October 2019 the MPWMD Board of Directors adopted Resolution 2019-16 authorizing work necessary to prepare and submit a grant application with DWR to receive grant funds.
8. This Resolution 2020-02 authorizes the General Manager to enter into an agreement with the DWR to receive grant funds. This Resolution further authorizes the General Manager enter into sub-grantee agreements to disburse funds to project proponents to implement projects compliant with the Grant.

RESOLUTION

Based on the Facts presented above, which are incorporated into this Resolution 2020-02 as an integral part, the Board of Directors of the Monterey Peninsula Water Management District does hereby resolve:

1. The General Manager of the Monterey Peninsula Water Management District is authorized and directed to, if a grant is awarded, execute a grant agreement with the California Department of Water Resources.
2. The General Manager is authorized to enter into sub-grantee agreements to disburse funds to project proponents to implement projects compliant with the Grant.

On a motion by Director Evans and second by Director Byrne the foregoing resolution is duly adopted this 3rd day of February 2020 by the following votes.

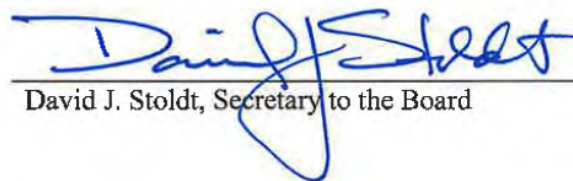
Ayes: Directors Evans, Byrne, Adams, Edwards, Hoffmann and Riley

Nays: None

Absent: Director Potter

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 3rd day of February 2020.

Witness my hand and seal of the Board of Directors this 4TH day of February 2020.



David J. Stoldt, Secretary to the Board

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings

- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

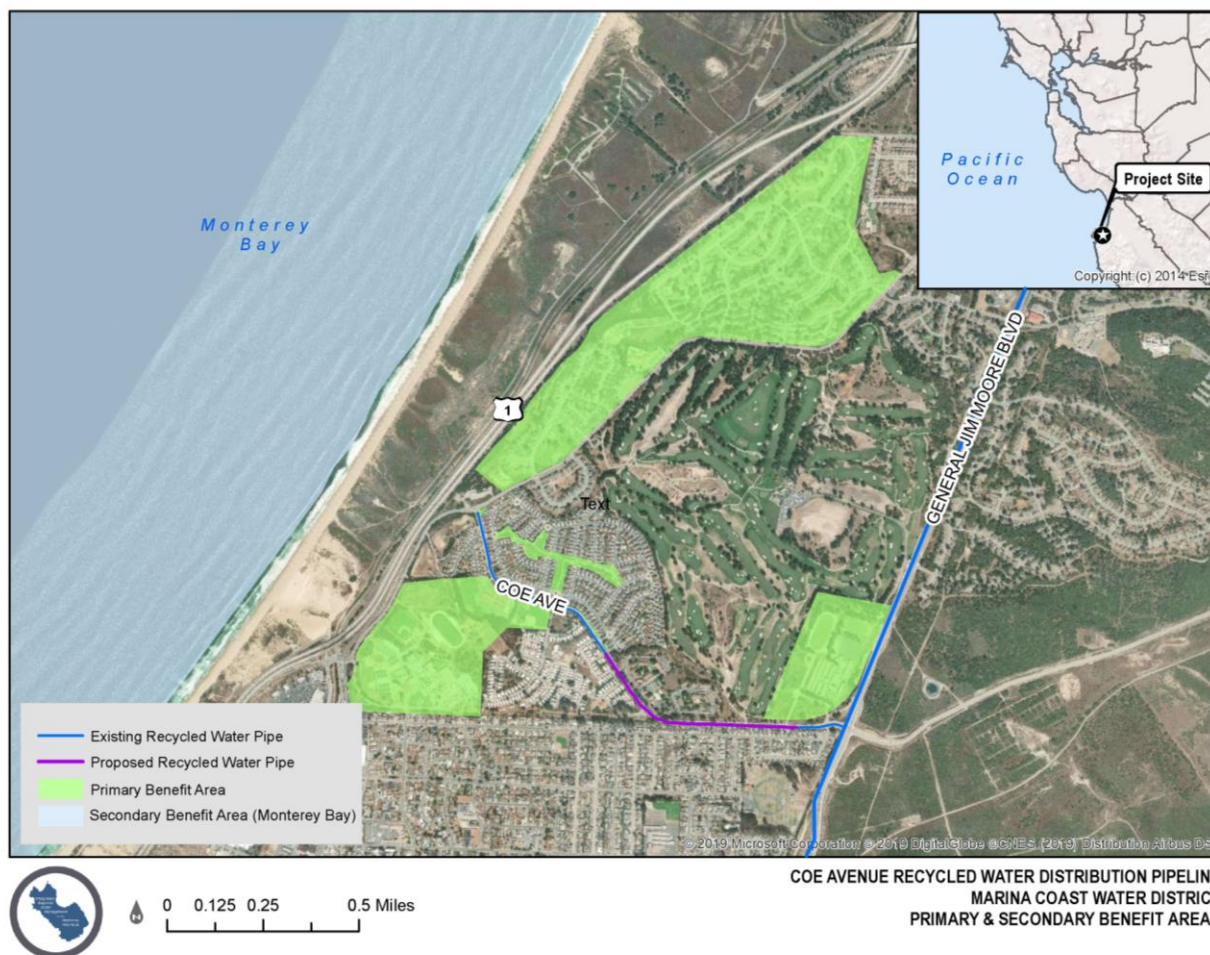
Sponsored Project: Project 1: Coe Avenue Recycled Water Distribution Pipeline

Sponsor Agency: Marina Coast Water District

Agency Address: 11 Reservation Rd, Marina, CA 93933

Project Location: Monterey Peninsula, Carmel Bay, and South Monterey Bay, California

(36.621944, - 121.826111)



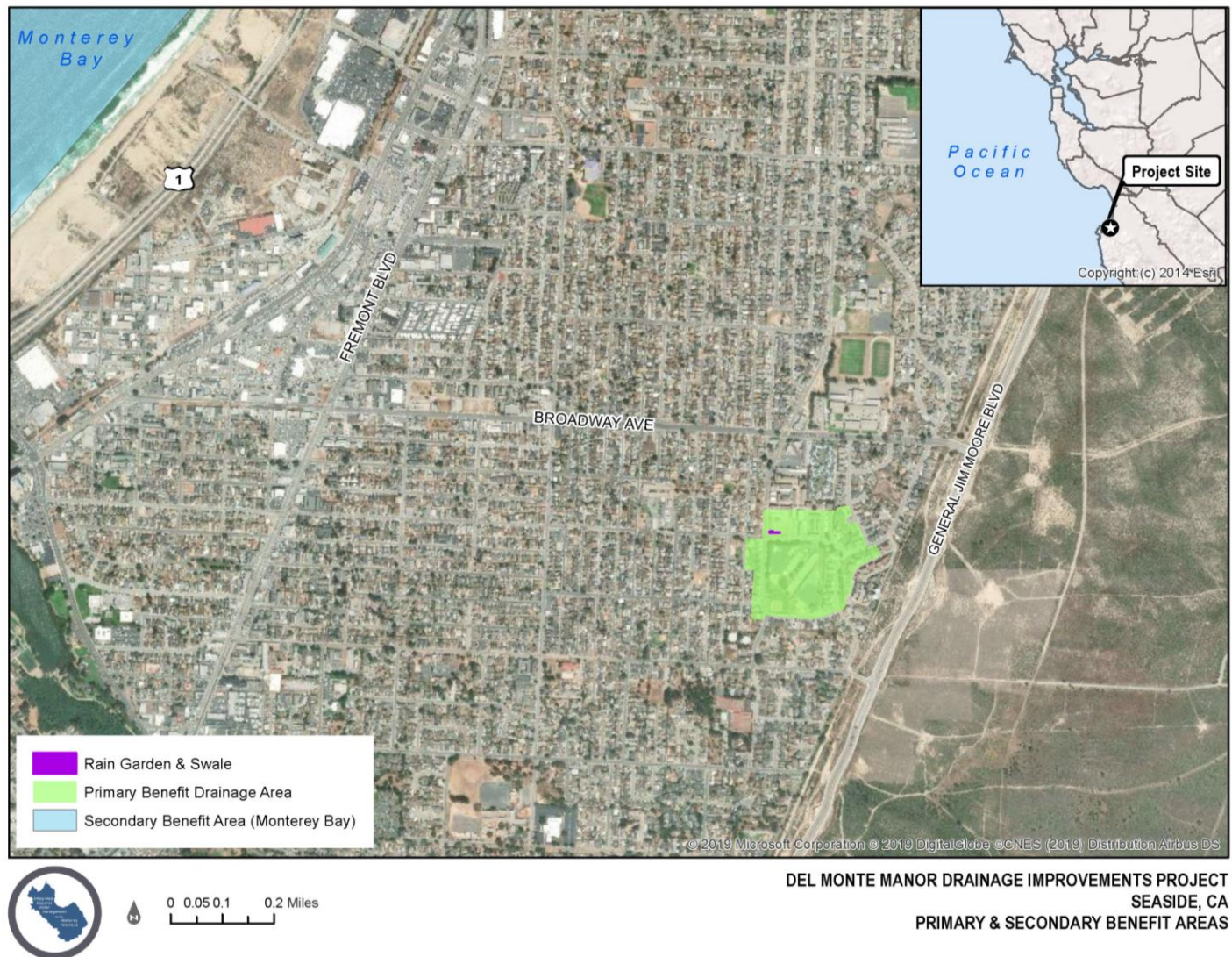
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Del Monte Manor Low Impact Development Improvement Project

Sponsor Agency: City of Seaside

Agency Address: 440 Harcourt Avenue Seaside, CA 93955

Project Location: Monterey Peninsula, Carmel Bay, and South Monterey Bay, California
(36.606389, - 121.829167)



Local Project Sponsor Agency Designation**Sponsored Project:** Project 3: West End Stormwater Improvement Project**Sponsor Agency:** City of Sand City**Agency Address:** 1 Pendergrass Way, Sand City, CA 93955**Project Location:** Monterey Peninsula, Carmel Bay, and South Monterey Bay, California
(36.611111, - 121.853611)

0 0.025 0.05 0.1 Miles

WEST END STORMWATER IMPROVEMENT PROJECT
SAND CITY, CA
PRIMARY & SECONDARY BENEFIT MAP

EXHIBIT J**Project Monitoring Plan Guidance****Introduction**

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

APPENDIX B
COVID-19
VACCINATION POLICY

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

APPENDIX C

DRUG POLICY

SOP #64 - ALCOHOL AND DRUG ABUSE POLICY

PURPOSE

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the City of Seaside has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can affect job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP for additional information.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those whose work performance is affected by substance abuse.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse which adversely affects work performance will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the City Manager and employees. To that end the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

POLICY

It is City policy that employees shall not be under the influence of or in possession of open container of alcohol or drugs; nor possess alcohol or drugs while on City property, at work locations, or while on duty or on stand-by status; shall not utilize such substances while they

are subject to City duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to on stand-by status, nor have their ability to work impaired as a result of the use of alcohol or drugs in his or her possession or in an area jointly or fully controlled by the City. (re. office, desk).

Refusal to submit to a search of areas fully or jointly controlled by the City may constitute insubordination and may be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

APPLICATION

This policy applies to all employees of and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEES RESPONSIBILITIES

An employee must:

- A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods or in an area fully or jointly controlled by the City.
- C. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called;
- D. Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for reasonable enforcement of this policy.
- B. Any manager or supervisor encountering an employee whose behavior or performance is impaired, should document in writing the facts constituting the reasonable suspicion. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

- C. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee. However, employees shall have no reasonable expectation of privacy in those areas fully or jointly controlled by the City, including offices, desks or file cabinets, and the same may be searched without a warrant or the consent of the affected employee.
- D. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the City Manager and Police Chief.

PHYSICAL EXAMINATION-POLICE AND FIRE UNIFORMED PERSONNEL

The drug and/or alcohol test may test for the substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

- A. Pre-employment Physical for Police and Fire Uniformed Personnel
 - 1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.
 - 2. If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
- B. During Employment Physical or Alcohol/Drug Tests for Police and Fire Uniformed Personnel
 - 1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.
 - 2. If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will

be subject to disciplinary action up, to and including discharge.

3. If an alcohol or drug test is positive for alcohol or drugs the City shall conduct an investigation to gather all fact. The City may impose a course of employee assistance, impose discipline, or impose both discipline and allow employee to receive counseling and/or rehabilitation. The decision to discipline or discharge will be carried out in conformance with Personnel Rule 12.

CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely kept under the control of the Personnel Officer. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

ALCOHOL AND DRUG ABUSE

POLICY REPORT FORM

This is to certify that _____ (supervisor) has reasonable suspicion to believe that on _____ (date) at ____ a.m./p.m., (employee) was (a) in possession of or (b) under the influence of a substance or substances in violation of the City's Alcohol and Drug Abuse Policy.

The following are the specific facts that have led me to suspect that the above-named employee has violated the Agency's Alcohol and Drug Abuse Policy:

Date: _____

SUPERVISOR'S SIGNATURE _____

CONSENT TO ANNUAL
PHYSICAL EXAMINATION AND RELEASE OF MEDICAL
INFORMATION
FOR UNIFORMED POLICE AND FIRE PERSONNEL

EXPLANATION

The annual physical examination is a part of the fitness program for employment with the City. Employment with the City is contingent upon conducting the below-mentioned medical tests.

The following tests are a part of the physical examination

- Chem panel, comprehensive blood count and coronary risk evaluation.
- Chest x-rays (unless chest x-rays have been recently accomplished, the employee makes the negatives available to the examining physician at the time of the physical examination and the examining physician determines that the current x-rays are not needed).
- Electrocardiogram (for any employee who the examining physician believes may have evidence of a cardiovascular problem).
- Drug and alcohol screening urine test.

AUTHORIZATION

I hereby authorize a qualified representative and/or physician to conduct the above-stated medical tests and above-mentioned physical examination. I understand that the physical examination is a part of the fitness program for employment with the City. I further authorize _____ to release to the City all above-mentioned test results conducted as part of the physical examination and other relevant medical information.

SIGNATURE OF EMPLOYEE

DATE

WITNESS

DATE

CITY OF SEASIDE
PRE-EMPLOYMENT SCREENING/MEDICAL EXAMINATION POLICY

It is the policy of the City of Seaside to require medical examinations as a part of its selection process or evaluation for continued employment only in the following situations:

1. After a conditional offer of employment has been made to an applicant, and before the individual begins work for the City. Medical examinations are uniformly required of all applicants for positions within certain designated job categories, such as law enforcement and fire protection;
2. Where there exist a need to determine whether an employee still is able to perform the essential functions of his or her job;
3. Periodic physical examinations to determine fitness for duty or other medical monitoring that is required by medical standards or by federal, state or local law; or
4. Voluntary medical examinations, including voluntary medical histories, that are part of employee health programs.

A drug test is not considered a medical examination and may be administered by the City any time in the pre-employment or employment process in accordance with City policy and practice.

If a medical examination reveals or confirms that a job applicant or employee has a disability, this information will not be used by the City to unlawfully discriminate against the job applicant or employee on the basis of disability. The City of Seaside will not use the results of a medical examination that reveals or confirms a disability to withdraw an offer of employment or discharge an employee unless the disability limits the individual in the performance of the essential functions of his or her job, and no reasonable accommodation can be made.

The results of any medical examination performed by or on behalf of the City of Seaside will be collected and maintained on separate forms and in separate medical files and will be treated as confidential. Medical information may be disclosed only under the following circumstance:

1. Supervisors and managers may be informed about necessary restrictions on the work or duties of the employee and any necessary accommodations;
2. First aid and safety personnel may be informed, where appropriate, if the identified disability might require emergency treatment; and
3. Government officials investigating compliance with federal laws shall be provided relevant information upon request.

CITY OF SEASIDE
PRE-EMPLOYMENT SCREENING/MEDICAL EXAMINATION
INFORMED CONSENT AND RELEASE AUTHORIZATION

I UNDERSTAND that, according to the City of Seaside policy which I have read and understand, this offer of employment places me in a pool of qualified applicants and is conditional pending my successful completion of the remaining selection criteria, including: Background Investigation; Psychological Screening; Polygraph Test; Drug Analysis; and the availability of positions in the department for which I applied.

THE PURPOSE of the screenings and medical examination is to determine my ability to perform the essential functions of the position of _____ in the _____ Department.

I UNDERSTAND the results of the examinations and screenings stated above will be collected and maintained on separate forms and in separate medical files and will be treated as confidential except for the following circumstances:

- (a) Supervisors and managers may be informed regarding restrictions on the work or duties to be performed and necessary accommodations;
- (b) First aid and safety personnel may be informed, when appropriate, if the identified liability might require emergency treatment;
- (c) Government officials investigating a compliance with this part shall be provided relevant information upon request.

I UNDERSTAND the screenings and medical examinations are required of all applicants for this position in the _____ Department.

I FURTHER UNDERSTAND that refusal to take any part of or all of the screenings and medical examinations mentioned above will be grounds for the City of Seaside to terminate the hiring process.

I am taking the following medications: (REPORTING OF BIRTH CONTROL MEDICATION AND DOCTOR'S DIAGNOSES ARE NOT REQUIRED).

NAME OF MEDICATION(S) INCLUDING NAME OF DOCTOR ISSUING
OVER-THE-COUNTER MEDICATIONS PRESCRIPTION(S):

NAME OF APPLICANT

SOCIAL SECURITY NUMBER

DATE SIGNED BY APPLICANT

NAME OF WITNESS

AMENDMENT TO SOP #64 - ALOCHOL AND DRUG ABUSE POLICY PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Seaside must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the City must comply with the regulations of the Federal Highway Administration (FHWA). Adoption of a policy is one of the City's obligations under the regulations. This policy sets forth the rights and obligations of covered employees. If you are an employee covered by these new requirements you should familiarize yourself with the provisions of this policy **BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.**

If you are an employee covered by this policy, you should be aware that you are still required to comply with the provisions of the City's Drug and Alcohol Policy SOP #64 which went into effect May 1, 1993. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the policy.

A. EMPLOYEE QUESTIONS?:

Employees shall refer any questions regarding his/her rights and obligations under the new regulations to the Personnel Officer.

B. COVERED EMPLOYEES:

Employees in the following job classifications are "covered employees" because they perform "safety sensitive functions" as described in Section C below, and thus are subject to all of the provisions of this policy:

Bus Driver
Public Works Maintenance Specialist - Sanitation

C. WHAT ARE SAFETY-SENSITIVE FUNCTIONS?

Covered employees may not be under the influence or in possession of controlled substances or alcohol during work hours. Further, the regulations of the FHWA prohibit certain conduct (See section D below) while performing and prior to performing safety sensitive functions. A safety sensitive function is driving one of the following vehicles:

1. a vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. a vehicle with a gross vehicle weight of at least 26,001 pounds;
3. a vehicle designed to transport 16 or more passengers, including the driver, or
4. a vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

D. PROHIBITIONS:

The following conduct is prohibited and may result in discipline, up to and including termination:

1. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions while having an alcohol concentration level of 0.04 or greater;
2. Performing a safety sensitive function within four hours of using alcohol;
3. Being on duty or operating a vehicle described in Section C above, while possessing alcohol;
4. Using alcohol while performing a safety sensitive function;
5. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle;
6. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions if the employee tests positive for controlled substances;
7. Refusing to submit any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substance test;

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- a. A refusal to provide a urine sample for a drug test;
- b. An inability to provide a urine sample without a valid medical explanation;
- c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- f. Not reporting to the collection site in the time allotted by the supervisor or manager

who directs the employee to be tested;

- g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test was not obtained.
- h. Consuming alcohol during the eight hours immediately following an accident, unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988.

E. CONSEQUENCES FOR EMPLOYEE FOUND TO HAVE ALCOHOL CONCENTRATION LEVEL OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 will be removed from his or her safety sensitive position for at least twenty-four hours. Such an employee may be subject to discipline up to and including termination.

F. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES:

1. Pre-Employment Testing:

All applicants for classifications which are covered by the DOT regulations (See "covered employees" above) as well as all employees who transfer from classifications which are not covered to classifications which are covered will be required to submit to pre-employment/pre-duty drug and alcohol testing. Applicants will not be assigned to a safety sensitive position if they do not pass the tests.

2. Post-Accident Testing:

Post-Accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

Post-accident tests shall be administered within two hours following an accident and no test may be administered after eight hours. A post-accident drug test shall be conducted within 32 hours following the accident.

FHWA PROVISION

An accident occurs when as a result of an occurrence involving the vehicle an individual dies or when a State or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident.

3. Random Testing:

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e., driving) while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least 25% of total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least 50% of the total number of covered employees per year. Some employees maybe tested more than once in a year, while others are not tested at all depending on the random selection.

On the date an employee is selected for random drug testing, his/her supervisor will ensure his/her duties are covered. The employee will receive a written notice in the morning indicating the time he/she is to report to the lab for testing.

4. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test.

The reasonable suspicion alcohol test will be administered within two hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substances use. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

5. Return to Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section D) must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.02 or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee will be subject to follow-up testing which is separate from the random testing obligation. The employee will be subject to at least six unannounced drug/alcohol tests during the first year back to the safety-sensitive position following the violation.

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL:

1. Alcohol Testing:

Alcohol testing will be conducted either by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted.

The procedures that will be utilized by the lab for collection and testing of the specimen are attached hereto as Attachment A.

2. Drug Testing:

Drug testing will be conducted pursuant to the procedures set forth at Attachment A.

H. REFUSAL TO SUBMIT TO AN ALCOHOL AND/OR DRUG TEST:

A covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

I. CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST:

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive function;
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her alcohol or drug abuse. The City is not required to pay for this treatment.

3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.02 or a negative result on a controlled substance test;
4. Will be required to submit an unannounced follow-up testing after he/she has been returned to his/her sensitive position. See Section F (5) above.

You should also be aware that the City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse.

SOP #64 Attachment A

Drug Urinalysis

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of urine specimen. Urine specimens will be submitted to a SMHSA-certified laboratory for testing. As part of collection process, the specimen provided will be split into two vials: a primary vial and a secondary vial. The SAMHSA-certified laboratory will perform initial screenings on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the Medical Review Officer (MRO) as a positive.

All laboratory results will be reported by the laboratory to an MRO designated by the City. Negative results will be reported by the MRO to the City. Before reporting a positive test result to the City, the MRO will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, the MRO will contact the Personnel Services Manager, who shall, in turn, contact the employee and direct the employee to contact the MRO.

Upon being so directed, the employee shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, the driver fails to contact the MRO after 72 hours, or if the employee cannot be contacted within 10 days, the MRO may verify the test as positive, or refusal to test, as applicable. After any positive verification, the employee may petition the MRO to reopen the case for reconsideration.

Pursuant to DOT regulations, individual test results for applicants and employees will be released to the City and will be kept strictly confidential until consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with the policy is entitled to receive the results of such testing upon timely written report.

An individual testing positive may make a request of the MRO to have the secondary vial tested. This request can be made verbally or in writing to the MRO within 72 hours of being notified by the City of a positive test result. The secondary vial must be tested by a different SAMHSA-certified lab than tested the primary specimen.

Dilute Specimens

If the MRO informs the City that a positive drug test was dilute, the City will treat the test as a verified positive test. The City will not direct the employee to take another test.

If the MRO informs the City that a negative test was dilute, the City may, but is not required to, direct the employee to take another test immediately. Such re-collections will not be recollected under direct observation, unless there is another reason to do so.

The City will treat all similarly situated employees the same way for re-collections. However, the City may establish different policies for different types of testing (e.g. conduct retest in pre-employment test situations, but not in random test situations).

Drivers will be informed in advance of the policy regarding re-collections. When the City directs the employee to take another test, the employee will be given the minimum possible advance notice that he or she must go to the collection site. The result of the second test – not the original test – is the test of record. Any employee required to take another test, which is also negative and dilute, will not be permitted to take a third test. If the City directs the employee to take a second test and the driver refuses, the test will be treated as a positive result.

Alcohol Tests

Alcohol tests will be performed using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Confirming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol testing site as notified by the City. All alcohol tests shall be performed just prior to, during, or just after duty. The employee shall follow all instructions given by the alcohol technician.

Any initial test indicating a blood alcohol concentration BAC of 0.02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of 0.02 to 0.0399, the employee shall be removed from duty for 25 hours or until his/her next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BCC of 0.04 or greater are considered to have engaged in prohibited conduct which may result in disciplinary action up to and including termination.

APPENDIX D
SOILS REPORT



Anaheim Office
August 13, 2019
Report 19-213-0030

BFS Landscape Architects
425 Pacific Street Suite 201
Monterey, CA 93940

Attn: James Bishop

RE: Del Monte Manor, Seaside, Job # 19.041

Background

Three samples were processed on July 30, 2019 identified as site soil from a depth of 8 to 10 inches from areas where new landscaping is scheduled to be installed. Fertilizer and amendment recommendations were requested. The samples were analyzed for horticultural suitability, fertility, and physical characteristics. The results of the analyses are attached.

Analytical Results and Comments

The reaction of the samples is slightly acidic in all three samples at a pH of 6.5 in samples 1 and 3 and 6.3 in sample 2. These are all within the range preferred for most plants. Salinity (ECe), sodium and boron are safely low in all three samples. The sodium adsorption ratio (SAR) indicates that sodium is adequately balanced by soluble calcium and magnesium in all three samples: this balance is important for soil structure quality, which relates to the rate at which water infiltrates the soil.

According to the USDA Soils Classification, the less than 2mm fraction of this soil is classified as sand in all three samples. Organic content is low or moderately low in all three samples. Based on this data the estimated infiltration rate is 0.69 inch per hour in all three samples. The low organic content and silt plus clay indicate these soils will have a low nutrient holding capacity. Infiltration rates may vary due to potential differences in compaction across the site. Incorporation of an organic amendment is recommended in order to increase soil nutrient and water holding capacity.

In terms of soil fertility, nitrogen is low in samples 1 and 2, phosphorus is low in sample 2 only and potassium is low in sample 1 and fair in sample 2. All of the other major nutrients are sufficient for proper plant nutrition. Of the micronutrients; copper, zinc and iron are sufficient to abundant in all three samples and manganese is fair in all three samples. After planting, nitrogen is the first nutrient that will require supplementing in the sample 3 area and this should be applied as a top dressing as recommended under Maintenance beginning as plant color and growth dictates.

Recommendations

Incorporation of nitrogen, phosphorus and potassium fertilizers is recommended at the time of planting along with a nitrogen stabilized amendment or composted greenwaste product. If a composted greenwaste amendment is chosen, that would provide additional phosphorus and potassium as well as supplemental micronutrients.

The primary symptom of manganese deficiencies is a general yellowing of leaves with veins remaining green. In severe cases, leaves may become pale yellow or whitish, but veins remain green. Brown spots may develop between veins and leaf margins may turn brown. Manganese deficiency symptoms appear

Anaheim Office
Report 19-213-0030

first on younger leaves. If these symptoms are present after plant installation they may be treated with an application of a chelated micronutrient product at the manufacturer's recommended rate. Incorporation of a composted greenwaste amendment should also provide additional micronutrients and may be sufficient to negate any deficiency, product depending.

To Prepare for Mass Planting:

Drainage of the root zone should be improved by first loosening the top 10 inches of any undisturbed or compacted soil. The following materials should then be evenly spread and thoroughly blended with the top 6 inches of soil to form a homogenous layer:

<u>Amount per 1000 Square Feet</u>	
5 cubic yards	Nitrogen Stabilized Organic Amendment* All Sample Areas
6 pounds	Sulfur-coated Urea (43-0-0) Sample 1 and 2 Areas
2 pounds	Triple Superphosphate (0-45-0) Sample 2 Area Only
4 pounds	Potassium Sulfate (0-0-50)* Sample 1 and 2 Areas

*The rate may change based on the analysis of the chosen organic amendment. This rate is based on 270 lbs. of dry weight of organic matter per cubic yard of amendment. If a composted greenwaste amendment is selected that contains a significant amount of phosphorus or potassium, the triple superphosphate or potassium sulfate should be decreased or omitted accordingly.

For turf areas the organic amendment should be decreased by half.

To Prepare Backfill For Trees and Shrubs:

- Excavate planting pits at least twice as wide as the diameter of the rootball.
- Soil immediately below the root ball should be left undisturbed to provide support but the sides and the bottom around the side should be cultivated to improve porosity.
- The top of the rootball should be at or slightly above final grade.
- The top 12 inches of backfill around the sides of the rootball of trees and shrubs may consist of the above amended soil or may be prepared as follows:

3 parts	Site Soil All Sample Areas
1 part	Nitrogen Stabilized Organic Amendment*

Uniformly blended with:

<u>Amount per Cubic Yard of Backfill</u>	
1/3 pound	Sulfur-coated Urea (43-0-0) Sample 1 and 2 Areas
1/8 pound	Triple Superphosphate (0-45-0) Sample 2 Area Only
1/4 pound	Potassium Sulfate (0-0-50)* Sample 1 and 2 Areas

- Backfill below 12 inches required for 24 inch box or larger material should not contain the organic amendment or sulfur-coated urea but should still contain the triple superphosphate and potassium sulfate at the recommended rates.
- Ideally a weed and turf free zone should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub. Mulch should be kept a minimum 4 inches from the trunk.
- Irrigation of new plantings should take into consideration the differing texture of the rootball substrate and surrounding soil matrix to maintain adequate moisture during this critical period of establishment.



Anaheim Office
Report 19-213-0030

Maintenance

For turf areas, new sod should receive a light fertilization 2 weeks after planting with 16-6-8 applied at a rate of 4 pounds per 1000 square feet. For turf from seed this application should be after the first mowing. The area may then be maintained with primarily a nitrogen program of applying 6 pounds of sulfur-coated urea (43-0-0) per 1000 square feet. Treatment should be at 60-90 day intervals until the turf becomes well established. Once the turf is well established, the frequency of fertilization should be decreased depending on color and rate of growth desired. In the spring and fall substitute a complete fertilizer such as 15-15-15 to help insure continuing adequate phosphorus and potassium.

Maintenance fertilization for other areas should rely primarily on a nitrogen only program supplemented with a complete fertilizer in the fall and spring. Beginning 60-90 days after planting in the sample 1 and 2 areas and as plant color and growth dictates in the sample 3 area, slow release Sulfur-coated Urea (43-0-0) may be applied at 6 pounds per 1000 square feet every 60-90 days. Once plants are performing satisfactorily, the frequency of fertilization may be decreased depending on color and rate of growth desired. In the winter for a quick greening effect, calcium nitrate (15.5-0-0) may be applied at a 6 pound rate if applicable. Early fall and spring, substitute a complete fertilizer such as 15-15-15 to help insure continuing adequate phosphorus and potassium.

Alternatively, Blood Meal (12-0-0) provides available nitrogen fairly rapidly while materials such as Feather Meal (12-0-0), Soybean or Cotton Seed Meal (7-1-1) are slower to provide available nitrogen, but they extend the length of time they make this contribution. In order to provide a good supply of nitrogen for a 3-4 month time frame a good combination would be 6 pounds Blood Meal and 14 pounds Feather Meal per 1000 square feet. In the fall and spring, substitute a complete organic fertilizer such as 5-5-5 applied at the manufacturer's label rate. Or, nutrient rich composted greenwaste may be spread in a 1 to 2 inch layer, which generally carries enough nutrition to boost complete nutrition though a source of nitrogen might also be added at a half rate to assure adequate nitrogen availability.

If we can be of any further assistance, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Annmarie Lucchesi".

Annmarie Lucchesi
alucchesi@waypointanalytical.com

Emailed 4 Pages: james@bfsia.com

Project : Del Monte Manor, Seaside
Job #19.041

Report No : **19-213-0030**
Purchase Order : ST 1-3
Date Recd : 07/30/2019
Date Printed : 08/12/2019
Page : 1 of 1

COMPREHENSIVE SOIL ANALYSIS

Sample Description - Sample ID	Half Sat %	pH	ECe dS/m	NO ₃ -N ppm	NH ₄ -N ppm	PO ₄ -P ppm	K ppm	Ca ppm	Mg ppm	Cu ppm	Zn ppm	Mn ppm	Fe ppm	Organic % dry wt.	Lab No.
	TEC	Qual Lime		Sufficiency Factors											
ST #1	16	6.5	0.4	2	16	20	40	676	89	0.9	9.1	2	25	2.8	06708
	42	Medium		0.6		1.0	0.4	0.9	0.9	1.6	4.3	0.4	1.2		
ST #2	17	6.3	0.4	11	7	11	50	380	58	0.8	14.7	1	15	2.1	06709
	24	None		0.5		0.5	0.7	0.9	0.9	2.6	12.3	0.4	1.3		
ST #3	15	6.5	0.8	29	21	18	54	413	35	1.2	14.7	1	11	1.6	06710
	23	None		1.7		1.0	0.8	1.0	0.6	3.9	12.5	0.4	1.0		

Saturation Extract Values						SAR	Gravel %		Percent of Sample Passing 2 mm Screen					USDA Soil Classification	Lab No.
Ca meq/L	Mg meq/L	Na meq/L	K meq/L	B ppm	SO ₄ meq/L		Coarse 5 - 12	Fine 2 - 5	Very Coarse 1 - 2	Coarse 0.5 - 1	Med. to Very Fine 0.05 - 0.5	Silt .002-.05	Clay 0-.002		
3.0	1.3	2.0	0	0.18	1.3	1.4	0.9	1.3	0.8	4.6	89.7	1.2	3.6	Sand	06708
2.8	1.4	0.5	0.1	0.12	0.6	0.4	0.8	1.6	2.2	10.8	82.1	1.2	3.6	Sand	06709
7.2	1.5	0.6	0.2	0.15	0.9	0.3	2.5	7.3	1.2	4.6	89.3	1.2	3.6	Sand	06710

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 04/21/2022

Operating Budget		Approval Date
Projected Surplus	\$ 4,093,106.00	3/15/2022
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcement Vehicle	(80,525.67)	11/4/2021
Façade Improvements	(150,000.00)	9/13/2021
Increase CSS grant	(105,459.00)	12/2/2021
Increase City Attorney - personnel budget	(16,721.75)	12/2/2021
Hdl - cannabis audit and consulting	(75,000.00)	12/2/2021
CA Consulting - Grant Writing Support	(60,000.00)	2/3/2022
Mid Year Adjustments	(2,229,997.00)	3/15/2022
CM Garcia-Arrazola additional travel request	(550.00)	pending

Running total surplus/ (deficit): \$ 1,249,825.58

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,266,836.00	3/15/2022
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Fire Station #1 improvements (paint, doors, etc)	(329,761.30)	12/16/2021
Del Monte Manor L.I.D. Improvement Project	(290,000.00)	pending
Less:		
Operating surplus/ (deficit)	1,249,825.58	

Running total, Unassigned Fund Balance: 11,148,313.28

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.Q.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS FOR PERFORMANCE MONITORING PLAN IMPLEMENTATION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$30,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers to provide project performance monitoring plan implementation services for the Del Monte Manor L.I.D. improvement Project for an amount not to exceed \$30,000.00.

BACKGROUND

The Del Monte L.I.D. Improvement Project (Project) includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments in the City drainage easement at the southwest corner of the Del Monte Manor property.

On May 20, 2021, the Council approved that the City enter into a professional services agreement with Whitson Engineers (Whitson) for project design, bidding, and design support during construction support services for the Project in the amount of \$66,000.00. Whitson developed the plans and technical specifications, compiled the bid documents, assisted in conducting a mandatory pre-bid site conference with potential bidders, and assisted in preparing bid addendums.

The Project was released for construction bids on February 10, 2022, and bids were

opened on March 21, 2022. At this April 21, 2022 City Council meeting, the Council will consider awarding a construction contract to Monterey Peninsula Engineers, and approving a budget amendment for a revised project budget of \$854,464.00. The Project is scheduled to take 70 working days to complete and is expected to start in late May.

The project was awarded a grant for the design and construction cost of the project in the amount of \$579,464. To comply with the grant requirements, the City is required to implement 3-year post construction storm water monitoring of the project to gage its performance. Beginning the October 1st following completion of construction, and for the following 3-years, the amount of runoff entering the pond, discharged from the pond, and infiltrated by the pond will be determined by field measurements and calculations. The project will be considered to have met the project's numeric objectives if it infiltrates at least 95% of the runoff that enters the pond from Watersheds A, C, D, and E (attachment 3) averaged over the course of the 3 year monitoring period. Whitson as part of their services will provide: field review with the contractor the completed monitoring system; obtain equipment manuals from the contractor, and training on equipment use and operation from the equipment suppliers; assist the City in preparing the "Year 0" Project Performance Monitoring Plan (PPMP) report to document the elements completed with construction; implement the 3-year project performance monitoring plan after completion of the project; retrieve data from and operate and maintain the project's city-owned flow monitoring equipment; and train City staff on the use of the equipment during the final year of the PPMP monitoring.

Staff recommends adopting a resolution (attachment 1) authorizing the City Manager to execute an amendment (attachment 2) to the professional service agreement with Whitson Engineers for an amount not to exceed \$30,000.00 for PPMP implementation services for the Del Monte Manor LID Improvement 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 Categorical Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the storm drainage system and involves negligible or no expansion of use.

FISCAL IMPACT

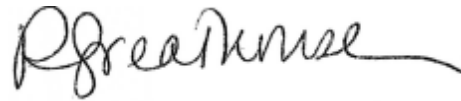
At the May 20, 2021 meeting, the City Council approved a professional services agreement with Whitson Engineers in the amount of \$66,000.00. At this April 21, 2022 Council Meeting, the Council will consider approving a project budget amendment revising the total project budget for the Del Monte Manor L.I.D. Project to \$854,464.00.

The amendment to the professional services agreement with Whitson to perform project performance monitoring plan implementation services is for a not to exceed amount of \$30,000.00. A 10% contingency adds \$3,000.00 on an as needed basis by authorization of the City Manager for a total of \$33,000.00 of PPMP services. The \$30,000.00 amendment to the Whitson professional services agreement amends their agreement to a total amount of \$96,000.00. This cost of services with contingency was accounted for in the revised Project budget.

ATTACHMENTS

1. Resolution
 2. Amendment 1 including Exhibits
 3. Watershed Map
-

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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PROVIDE PROJECT PERFORMANCE MONITORING PLAN IMPLEMENTATION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, the Del Monte Manor L.I.D. Improvement Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on April 21, 2022, there is an item for City Council to approve amending the 2021/2022 adopted Project budget (271-8910-9961) to \$854,464.00 to fully fund all the services necessary to complete construction of the Project; and

WHEREAS, Whitson Engineers (Whitson) is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, on May 20, 2021, the City approved a Professional Services Agreement with Whitson in the amount of \$66,000.00 to perform design, bidding, and design support during construction support services for the Del Monte Manor L.I.D. Improvement Project; and

WHEREAS, the project bidding documents were released for construction bids on February, 10 2022 and bids were opened on March 21, 2022; and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the project requires 3-year post construction storm water monitoring of the project; and

WHEREAS, Whitson submitted a proposal to provide project performance monitoring plan services in the amount of \$30,000.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, an amount of \$3,000.00 contingency, 10% 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 Whitson Engineers to provide project performance monitoring plan implementation services for the Del Monte Manor L.I.D Improvement for an amount not to exceed \$30,000.00 and any written amendments and extension such that the total Agreement does not exceed \$33,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of April, 2022 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: April 8, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

 06/17/2021

 Del Monte Manor LID Improvements Project

To (Consultant): Whitson Engineers

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 the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026 unless sooner terminated pursuant to the provisions of this agreement.

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.

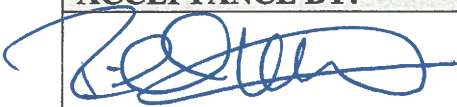
MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" 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
\$66,000	\$0.00	\$30,000	\$96,000
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	48	June, 30, 2026

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	4-8-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Rich Weber Principal	4-8-22
Signature	Name and Title	Date



April 5, 2022

Project No.: 3910.02

Nisha A. Patel, P.E.
Public Works Director/ City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

**Re: Del Monte Manor LID Project
Project Performance Monitoring Plan Implementation**

This Additional Services Proposal addresses the implementation phase of the Project Performance Monitoring Plan (PPMP).

1. Field review the completed monitoring system with the Construction Contractor.
2. Obtain the equipment manuals from the Construction Contractor and obtain training on equipment use and operation from the equipment suppliers.
3. Assist the City in preparing the "Year 0" PPMP report to document the elements completed with construction:
 - a. Construction of bioretention pond
 - b. Installation of two interpretive signs
 - c. Removal of trash and debris from construction site at end of construction
4. After completion of construction, implement the 3-year Project Performance Monitoring Plan:
 - a. Perform one pre-rainy season field observation and coordinate any needed maintenance with the city. Perform a second field observation if maintenance activities warrant a follow-up visit. Prepare observation report(s).
 - b. Perform at least one during-rainy season field observation, if possible, during peak rainfall. Prepare observation report(s).
 - c. Perform one post-rainy season field observation and coordinate any needed maintenance with the city. Perform a second field observation if maintenance activities warrant a follow-up visit. Prepare observation report(s).
 - d. Prepare a monitoring report every year prior to October 1, for a period of 3 years. The report will provide:
 - i. Observations and photos from field visits
 - ii. Precipitation – peak (in/hr) and total (inches)
 - iii. Runoff entering the pond – peak (cfs) and total (ac-ft)
 - iv. Pond discharge to storm drain – peak (cfs) and total (ac-ft and as percent of watershed runoff)
 - v. Analysis and discussion of any points of interest
5. Retrieve data from and operate and maintain the project's city-owned flow monitoring equipment: one tipping bucket rain gauge and three flow meters.

Del Monte Manor LID Project | Project Performance Monitoring Plan Implementation

6. During the final year of the PPMP monitoring, if desired, we will train city staff on the use of the equipment.

Clarifications and Assumptions:

1. All our work products will be provided to the City's Project Manager in PDF format. We assume hard copy prints will not be required.
2. We assume no equipment will need to be purchased, replaced or significantly modified, other than data cables, batteries, or other minor items as may be needed for day-to-day operation.
3. The city will provide temporary traffic control when we need access to the equipment located in the storm drain manhole. Our cost estimate does not include setting up temporary traffic control or preparing temporary traffic control plans.
4. At the end of the 3-year monitoring period, the equipment will be removed by the city. The equipment can then be used for other projects (e.g., sewer studies or flow monitoring in other storm drain systems).

PAYMENT AND PROVISIONS:

We propose to do the above work on a Time and Materials basis in accordance with our current Contract. We request an additional contract fee of \$30,000, for a revised total contract amount of \$96,000.

If this proposal is acceptable, please forward a contract amendment for execution. If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,



Nathaniel Milam, PE, QSD
Senior Civil Engineer

for
Richard Weber, PE, PLS, QSD
Principal
RCE 55219
LS 8002

Del Monte Manor LID Project								
Time and Materials Estimate								
4/5/22 NDM T41								
Project Performance Monitoring Plan Implementation								
		<u>PE</u>	<u>SCE</u>	<u>CE</u>	<u>AE</u>	<u>AE2</u>	<u>Totals</u>	
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	<u>Hours</u>	<u>Cost</u>
1	Field review with Contractor		2		2		4	\$ 690
2	Obtain and review equipment manuals	2	2		4		8	\$ 1,470
3	Year 0 PPMP Monitoring Report		4		2		6	\$ 1,080
4a	Pre-rainy season field visits (3 years)		3		6		9	\$ 1,485
4b	During-rainy season field visits (3 years)		4		12		16	\$ 2,580
4c	Post-rainy season field visits (3 years)		3		6		9	\$ 1,485
4d	Prepare PPMP Monitoring Report (3 total)		6		24		30	\$ 4,770
5	Data retrieval and equipment O&M (3 years x 5 rainy months x 2 hr/month)		12		36		48	\$ 7,740
6	Train city staff on equipment use		2		4		6	\$ 990
--	Management, coordination, QA/QC	6	12		12		30	\$ 5,580
	Subtotal:	8	50	0	108	0	166	\$ 27,870
	Reimbursable Expenses: mileage, batteries, and miscellaneous supplies (3 years):							\$ 2,000
					Total Estimate:		\$ 29,870	



21-060

**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
DEL MONTE MANOR LID PROJECT**

THIS AGREEMENT, is made and effective June 17, 2021, between the City of Seaside, a municipal corporation ("Agency") and Whitson Engineers, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 17, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Six Thousand dollars (\$66,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to,

Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:	<u>City of Seaside</u> <u>440 Harcourt Ave</u> <u>Seaside, CA 93955</u> Attention: City Clerk
To Consultant:	<u>Whitson Engineers</u> <u>6 Harris Court</u> <u>Monterey, CA 93940</u> Attention: Richard Weber, Principal

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Nathaniel Milam shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any

litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT

Whitson Engineers
A California Corporation

By: 
Richard Weber, Principal

Date: May 7, 2021

City of Seaside
A Municipal Corporation

By: 
Craig Malin, City Manager

Date: 6/25/21

Attachments:	Exhibit A	Consultant Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Request for Proposal



April 28, 2021

Project No.: 3910.02

Scott Ottmar, P.E.
Senior Civil Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Del Monte Manor LID Project – Final Design Proposal

Dear Mr. Ottmar:

Thank you for the opportunity to make this proposal for the subject project. We are providing this proposal for Final Design pursuant to your request and in accordance with the draft Proposition 1 Round 1 IRWM Implementation Grant Agreement. Our final design work will build off of our 30% Design (Alternative 2) which was completed in early 2019.

SCOPE OF SERVICES – DESIGN AND BID PHASE

Surveying

1. Perform a limited, supplemental survey, to capture changes that have occurred within the project area subsequent to our 2018 survey.
2. If requested, prepare up to two Legal Descriptions and Plats to accompany easement(s) or agreement(s) between the City and Del Monte Manor, to address temporary construction impacts as well as O&M of the permanent facility.

Construction Documents

3. Perform a field review of the project site with the City's Project Manager.
4. Update the CAD base plan incorporating current information from the recent Del Monte Manor renovations.
5. Participate in up to two stakeholder outreach meetings with the City's Project Manager.
6. Develop two educational/interpretive site signs, with standard graphics, color and text. (Development of custom interpretive message(s), if required, would be an additional service.)
7. Prepare Construction Drawings. The following sheets are anticipated:
 - a. Cover Sheet
 - b. Temporary Water Pollution Control Plan, Notes and Details
 - c. Topographic Map
 - d. Civil:
 - i. Demolition Plan
 - ii. Construction Plan

Del Monte Manor LID Project – Final Design Proposal

- iii. Cross-Sections and Profiles
- iv. Civil Notes and Details
- e. Landscape:
 - i. Landscape Plan
 - ii. Irrigation Plan
 - iii. Landscaping and Irrigation Notes and Details
 - iv. Educational Signage Notes and Details
- 8. Prepare an Engineer's Estimate of Probable Construction Cost.
- 9. Prepare Technical Specifications, utilizing city-provided template.
- 10. Estimate earthwork volumes and report the volumes on the Construction Drawings.
- 11. Provide geotechnical consultation and prepare a Geotechnical Plan Review letter.

Bid Support

- 12. Provide assistance during bidding as requested. We have included the following in our budget estimate:
 - a. Written responses to Bidder Inquiries – 2 hours

SCOPE OF SERVICES – PROJECT PERFORMANCE MONITORING PLAN

- 1. Prepare, in coordination with the City's Project Manager, a Project Performance Monitoring Plan, as outlined in Grant Agreement Exhibit J.

SCOPE OF SERVICES – CONSTRUCTION PHASE

- 1. Provide civil engineering design assistance during construction as requested. We have included the following in our allowance for this Task:
 - a. Site visit – 2 visits, 8 hours total
 - b. Written responses to Contractor's Material Submittals – 4 hours
 - c. Written responses to Requests for Information – 4 hours
- 2. Provide landscape architecture design assistance during construction as requested. See the proposal by BFS Landscape Architects for detailed scope and recommended allowance.
- 3. Perform Geotechnical Observations and Testing during construction as requested. See the proposal by Earth Systems for detailed scope and recommended allowance.
- 4. Provide the following SCM construction observations:
 - a. Excavation – Observe excavation area prior to installation of drain rock and BSM.
 - b. Drainage structures – Observe structures, pipes and appurtenances.
 - c. Finished grade – Observe finished facility grading, prior to installation of landscaping, irrigation, and other improvements.
 - d. Final – Observe completed project.
- 5. At the completion of construction, provide the Engineer's Certification as required by the Grant Agreement.

Del Monte Manor LID Project – Final Design Proposal

Clarifications and Assumptions:

1. All our work products will be provided to the City's Project Manager in PDF and/or AutoCAD DWG format. Hard copy prints will not be required.
2. The City will separately provide a Construction Manager.
3. The City will separately contract a special inspector for construction observations and testing, other than Geotechnical Observations and Testing as included in Earth Systems' proposal.
4. Less than 2,500 s.f. of impervious area will be created/replaced. A Storm Water Control Plan (SWCP) is therefore not required.
5. The total area of disturbance will be approximately 30,000 sf. A SWPPP is therefore not required.
6. The proposed bioretention pond will be fenced with split rail or other decorative fence, and landscaped with native plants. Security fencing will not be required.
7. The "park redevelopment opportunity site" (the area on top of the underground chambers) may be landscaped and developed by the Project; or may be left for subsequent landscaping and/or development by Del Monte Manor. Our budget assumes that landscaping, walking paths, and benches may be included in our design. We have not budgeted for design of ball courts or lighting.
8. Irrigation water will be provided by Del Monte Manor (a new/separate irrigation meter is not required).

Exclusions:

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Utility design (other than removal of private light pole and conduit)
3. Structural engineering (which includes retaining wall design)
4. Infiltration Testing (this was completed during 30% design)
5. Obtaining or coordinating permits, permit condition compliance
6. Lighting/Electrical/Mechanical Design Services
7. Construction Staking
8. Preparation of a Construction Management Plan and/or plans for disposal of excess soil
9. Construction Management, Construction Inspections, Special Inspections, other than as specifically listed in our Scope of Services
10. Plan revisions to reflect field changes; As-Built plan preparation

Please note that upon your request we could provide the above services at additional cost.

April 28, 2021 | Job No. 3910.02

Del Monte Manor LID Project – Final Design Proposal

PAYMENT AND PROVISIONS:

Our estimated fees for the services described in the above Scope of Services are:

Design and Bid Phase	T&M \$46,000
Project Performance Monitoring Plan	T&M \$3,000
Construction Phase	T&M (Allowance) \$17,000
Total Estimate	\$66,000

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule. If this proposal is acceptable, please forward a contract for execution.

If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,
Whitson Engineers



Nathaniel Milam, PE, QSD | Senior Civil Engineer

for
Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Exhibit A

Del Monte Manor LID Project – Final Design Proposal									
Time and Materials Estimate									
4/28/21 NDM T41									
Design and Bid Phase									
Surveying									
		PE	SCE	LS	AS	1P	Totals		
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost	
1	Supplemental Survey			4	2	6	12	\$ 1,780	
2	Legal Descriptions and Plants (2 total)	1	2	8			11	\$ 2,030	
--	PM, QA/QC		2	2			4	\$ 740	
	Subtotal:	1	4	14	2	6	27	\$ 4,550	
				Reimbursable Expenses:			\$	-	
				Subconsultant (Earth Systems):			\$	-	
				Subconsultant (BFS Landscape Architects):			\$	-	
				10% Subconsultant Markup:			\$	-	
						Subtotal:	\$	4,550	
Construction Documents and Bid Support									
		PE	SCE	CE	AE	AE2	Totals		
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost	
3	Field Review		4				4	\$ 780	
4	Update CAD Base		4				4	\$ 780	
5	Stakeholder Outreach Meetings (2 total)		8				8	\$ 1,560	
6	Construction Drawings	4	16		40		60	\$ 10,080	
7	Engineer's Estimate		4				4	\$ 780	
8	Technical Specifications		8		4		12	\$ 2,160	
9	Earthwork		2		2		4	\$ 690	
10	Geotechnical Consultation and Plan Review (by Earth Systems)						0	\$ -	
11	Respond to Bidder Inquiries		4				4	\$ 780	
-	PM, QA/QC	2	4				6	\$ 1,260	
	Subtotal:	6	54	0	46	0	106	\$ 18,870	
				Reimbursable Expenses:			\$	300	
				Subconsultant (Earth Systems):			\$	900	
				Subconsultant (BFS Landscape Architects):			\$	19,305	
				10% Subconsultant Markup:			\$	2,021	
						Subtotal:	\$	41,396	
Design and Bid Phase Total Estimate:								\$ 45,946	

Exhibit A

Project Performance Monitoring Plan								
		PE	SCE	CE	AE	AE2	Totals	
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost
1	Prepare Project Performance Monitoring Plan	1	8		8		17	\$ 3,000
	Subtotal:	1	8	0	8	0	17	\$ 3,000
				Reimbursable Expenses:			\$	-
				Subconsultant (Earth Systems):			\$	-
				Subconsultant (BFS Landscape Architects):			\$	-
				10% Subconsultant Markup:			\$	-
						Subtotal:	\$	3,000
Project Performance Monitoring Plan Total Estimate:							\$	3,000
Construction Phase								
		PE	SCE	CE	AE	AE2	Totals	
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost
1a	Site Visits (2 total)		8				8	\$ 1,560
1b	Respond to Material Submittals		4				4	\$ 780
1c	Respond to RFIs		8				8	\$ 1,560
2	Landscape Architecture Design Assistance (by BFS Landscape Architects)						0	\$ -
3	Geotechnical Observations and Testing (by Earth Systems)						0	\$ -
4	SCM Construction Observations		8				8	\$ 1,560
5	Engineer's Certification		2				2	\$ 390
	Subtotal:	0	30	0	0	0	30	\$ 5,850
				Reimbursable Expenses:			\$	-
				Subconsultant (Earth Systems):			\$	6,249
				Subconsultant (BFS Landscape Architects):			\$	3,740
				10% Subconsultant Markup:			\$	999
						Subtotal:	\$	16,838
Construction Phase Total Estimate:							\$	16,838
						WE Fee Estimate	\$	32,270
						BFS Fee Estimate	\$	23,045
						ES Fee Estimate	\$	7,149
				10% Subconsultant Markup			\$	3,019
				Reimbursables Estimate			\$	300
				30% Construction Cost Estimate			\$	420,000
				Topo + 30% Design Fee (completed)			\$	19,374
				Final Design Estimate			\$	41,396
				Total Design Cost			\$	60,769
				Design Cost Ratio				14%
				Design Budget Included in 30% Estimate			\$	63,000



HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00

Reimbursables

Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
 Rates effective January 1, 2020

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Scope of Services

Del Monte Manor LID

April 27, 2021



3.0 CONSTRUCTION DOCUMENTS

- 3.01 Perform a field review of the project site with the City's Project Manager.
- 3.02 Prepare two study hand sketches of basin planting and upland passive landscape uses (paths, benches, tables). Submit for City review.
- 3.03 Participate in up to two stakeholder outreach meetings with the City's Project Manager. Summarize community comments related to BFS scope.
- 3.04 Prepare one site landscape plan including educational / interpretive sign locations and themes based on City and community comments.
- 3.05 Coordinate CAD base with Whitson. Proceed with construction drawings:
 - a. Landscape Site Plan
 - b. Planting Plan
 - c. Irrigation Plan
 - d. Notes and Details
- 3.06 Develop two educational/interpretive site signs, with standard graphics, color and text. Custom interpretive message would require additional services.
- 3.07 Coordinate irrigation controls and water point of connection with Del Monte Manor.
- 3.08 Prepare specifications and cost estimates.
- 3.09 Coordinate plan review with Project Team and City.
- 3.10 Complete drawings and specifications for bid document set.
- 3.11 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.

4.0 BIDDING AND CONSTRUCTION REVIEW

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase

BFS Proposal.docx

BFS Landscape Architects • bfsla.com

425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 • (650) 326-6622 P • (650) 963-9421 F

Exhibit A

of the project, including testing and inspection coordination, payment request processing and all related items.

- 4.01 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.02 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- 4.03 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.04 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.05 Attend limited on-site construction reviews, followed by written field reports. Reviews to include:
 - a. Substantial Completion Review – at start of landscape maintenance
 - b. Punch-list Check – during landscape maintenance RECOMMENDED FOR MORE COMPLEX PROJECTS
 - c. Final Review – at end of landscape maintenance

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

EXCLUSIONS

The following are excluded from our scope of services.

- 1. Demolition, Grading, and Drainage Plans. Assumed to be in civil scope.
- 2. Estimated Water Use / Water Demand Statement Calculations.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN	none
2.0	DESIGN DEVELOPMENT	none
3.0	CONSTRUCTION DOCUMENTS	
	Plans and Specifications	\$14,305
	Educational/Interpretive Signage	\$5,000
4.0	BIDDING & CONSTRUCTION REVIEW	\$3,740
5.0	ADDITIONAL SERVICES	TBD
	REIMBURSABLE EXPENSES BUDGET	\$250

HOURLY RATES AND REIMBURSABLE EXPENSES: See attached Standard Schedule of Compensation dated May 2020. All costs

Exhibit A

for photography, printing, special delivery, insurance certificate charges, horticultural soils analysis, Owner business licenses and fees, consultant services, and all other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2020.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834, 916 575 7230.

Standard Schedule of Compensation

May 2020



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$215/hour
Associate Principal	\$200/hour
Associate	\$185/hour
Project Manager	\$165/hour
Assistant Project Manager	\$155/hour
Designer	\$135/hour
Assistant Designer	\$115/hour
Design/Graphics Intern	\$40/hour
Word Processor/Clerical	\$80/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



April 26, 2021

File No.: 302688-002

Mr. Nathaniel Milam, PE, QSD
Whitson Engineers
9699 Blue Larkspur Lane, Suite 105
Monterey, CA 93940

PROJECT: DEL MONTE MANOR PARK LID IMPROVEMENTS
SONOMA AVENUE AND YOSEMITE DRIVE
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Geotechnical Services

Dear Mr. Milam:

Earth Systems Pacific is pleased to present this proposal to provide geotechnical services for the Del Monte Manor Park LID Improvements project in Seaside. Based on our review of the project plans and our subsequent discussions, our proposed scoped of services consists of the following:

- Geotechnical consultation and plan reviews
- Observation and compaction during construction
- Laboratory maximum density/optimum moisture tests
- Geotechnical engineer site visit, and oversight during construction
- Submittal of weekly certified payroll reports

ESTIMATED FEES

We propose to provide these services on a time and materials basis. Details of our estimated fees for each of the above-described tasks are provided on the attached spreadsheet. A weekly charge of \$85 will be applied for uploading certified electronic payroll reports as required by DIR SB 854.

Total Estimated Fees \$7,149.00

TERMS

Terms for the work will be in accordance with our previously-negotiated Agreement between Consultant and Subconsultant with Whitson Engineers.

Because the project is subject to California Prevailing Wage Law, and for your convenience in setting up the project, we have included our DIR registration numbers below.



Del Monte Manor Park LID
Seaside, California

April 26, 2021

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2021

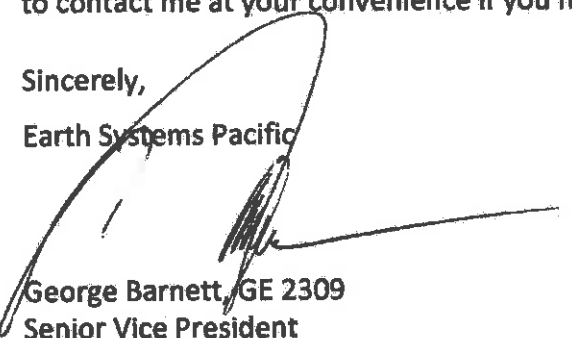
*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience.

We appreciate you continuing to allow us to be a member of your design team. Please feel free to contact me at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific


George Barnett, GE 2309
Senior Vice President

Attachments: Fee Estimate Spreadsheet
Prevailing Wage & Accounts Payable Information Request

Doc. No.: 2104-015.PRP/ev



Fee Estimate

Project: Del Monte Manor Park LID Improvements
File No.: 302688-002

Date: 4/26/2021

Geotechnical Services	Classification	Trips	Units	Rate	Fee
Design Services					
Geotechnical consultation and plan reviews	Principal Professional	4		\$225.00 hr.	\$900.00
				Sub Total	\$900.00
Construction Services					
Site visit	Principal Professional	1	2	\$225.00 hr.	\$450.00
Observation and compaction testing	Field Technician	6	24	\$130.00 hr.	\$3,120.00
Nuclear gauge fee			24	\$15.00 hr.	\$360.00
Travel mileage		7	280	\$0.80 mi.	\$224.00
Maximum density/optimum moisture tests (4" mold)			2	\$270.00 ea.	\$540.00
Maximum density/optimum moisture tests (6" mold)			1	\$315.00 ea.	\$315.00
Project management	Principal Professional	4		\$225.00 hr.	\$900.00
State of California Prevailing Wage payroll submittal		4		\$85.00 wk.	\$340.00
				Sub Total	\$6,249.00
Total Estimated Fees					\$7,149.00



Earth Systems

1514 Moffett Street, Suite G | Salinas, CA 93905 | Ph: 831.422.8547 | www.earthsystems.com

Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	Del Monte Manor Park LID Improvements 302688-002
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

Doc. No.: 2104-015.PRP/ev

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

The City of Seaside (City) seeks Statement of Qualifications from qualified consulting firms, teams and individual consultants to provide engineering services on an on-call basis for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated experience in providing cost effective professional services to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles and is the largest city on the Monterey Peninsula with just over 34,000 residents. The City has developed a Capital Improvement Program (CIP) annually that identifies capital improvements for government facilities, parks, storm water, transportation, water and special projects. Most project design budgets will be less than \$25,000.

II. PROPOSED SCOPE OF WORK

The City will provide a request for services for each project to the consultant which may include engineering design services outlined below. The consultant will, in turn, provide a fixed fee cost estimate and scope of work based upon the requested services. Projects may cover a broad of range professional engineering services in support of CIP implementation, and possible other park improvements, Americans with Disability Act (ADA) evaluation and modifications, drainage studies and improvements, street, bicycle and pedestrian projects, and various other municipal related projects. Below is a general overview of services that may be requested.

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations & Mitigation
Preliminary Engineering Studies
Technical Studies & Reports
Peer Reviews
Coordination w/Other Agencies & Utilities
Constructability/Bidability Reviews
On-Call Services

EXHIBIT C

**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

The ideal candidate has a good working knowledge of the following documents:

- a. City of Seaside Capital Improvement Program (Attachment A), as may be amended.
- b. California Department of Transportation Standard Plans and Specifications, 2015 or most recent edition.
- c. California Manual of Uniform Traffic Control Devices (CAMUTCD), latest edition.
- d. Central Coast Regional Water Quality Control Board Resolution R3-2013-0032, Post Construction Requirements for Development Projects in the Central Coast Region

III. FORM AND CONTENT OF PROPOSAL

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

The SOQ must be concise (maximum 10 written pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A brief summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience. Projects showing experience on public works projects is a plus.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address. At least 3 references shall be on projects listed for item C above.
- E) Standard Rate Schedule

All proposing firms must be professionally engaged in the design of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

IV. QUESTIONS AND ADDENDA

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

Mr. Scott Ottmar, P.E.
sottmar@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside per the schedule below. Any City response to such a request will be made in the form of an addendum to this RFQ and will be posted on the City's website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFQ.

V. SUBMITTAL OF PROPOSALS

Please submit an electronic copy in Adobe ® PDF format of your Proposal, identified in the subject line as "**Proposal for Engineering Design Services**" no later than 4:00 p.m. Pacific Time on Wednesday, April 10, 2018.

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or files larger than 5 Mbytes.

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

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to respond to request for service in a timely manner. Ability to attend meetings at the City of Seaside's City Hall and performs project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

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

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

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REQUEST FOR STATEMENT OF QUALIFICATIONS
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XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

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- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

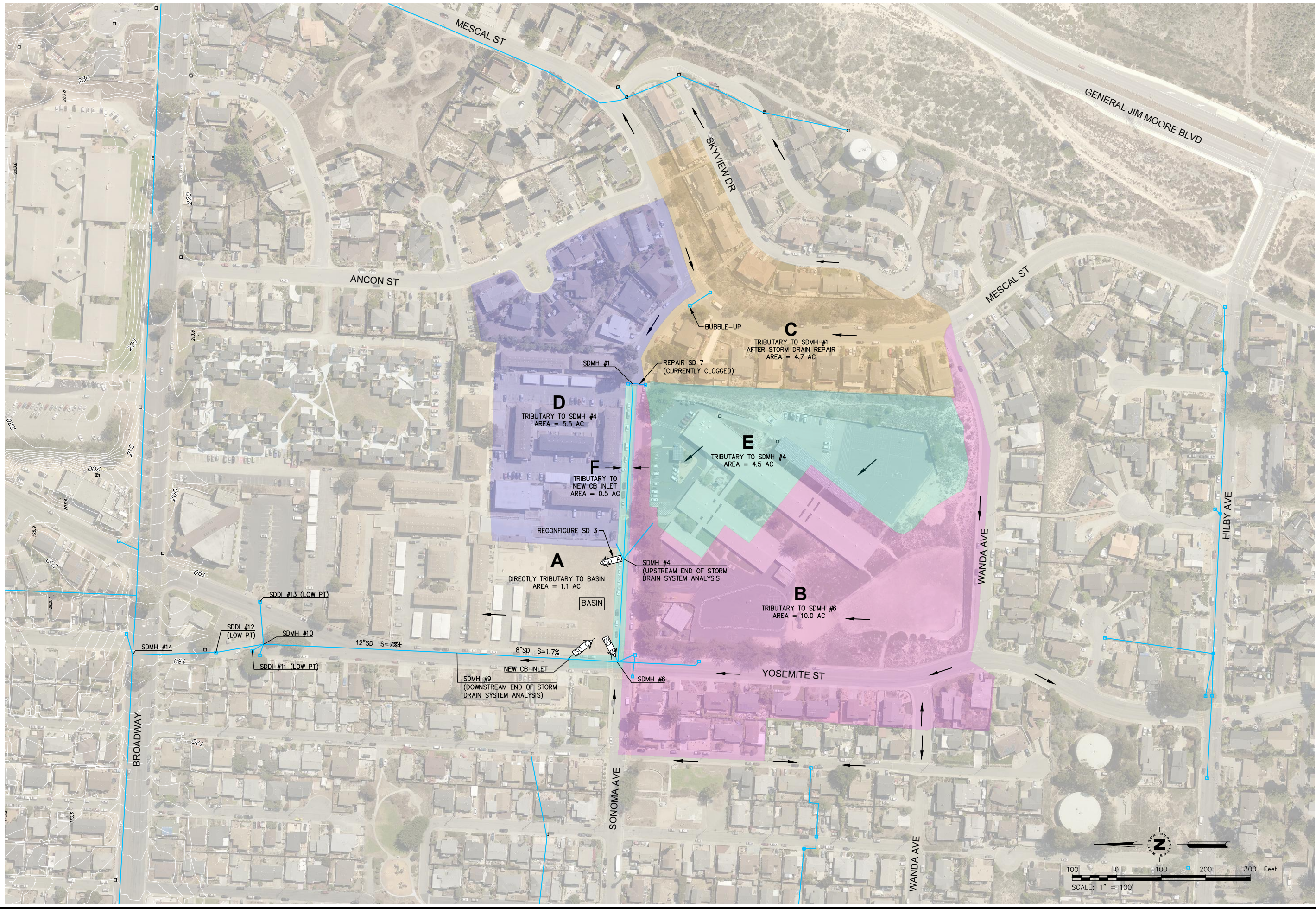
EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

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

XIX. ATTACHMENTS

- A – City of Seaside Six Year Capital Improvement Program
- B – Professional Services Agreement

T:\Monterey Projects\3910 - Del Monte Manor LID Design\CAD\3910-Drainage Mapping mxd Nov 24, 2021 - 10:50am



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
93149-5225
whitsoneng@att.net



NOT VALID
WITHOUT
SIGNATURE

SUBMITTAL / REVISION	
1/8/19	30% SUBMITTAL
NDM	
11/23/21	90% SUBMITTAL
NDM	

DEL MONTE MANOR PARK
L.I.D. IMPROVEMENTS - 90% DESIGN

WATERSHED MAP

SCALE:	1" = 100'
DRAWN:	ndm
JOB No.:	3910.00
SHEET	1
	OF 1

90% DESIGN - NOT FOR CONSTRUCTION



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.R.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$57,496.00

RECOMMENDATION

Adopt a resolution approving a professional services agreement with the Wallace Group to provide construction management and inspection services for the Del Monte Manor L.I.D Improvement Project for an amount not to exceed \$57,496.00.

BACKGROUND

The Del Monte Manor L.I.D. Improvement Project (Project) includes the demolition and construction of concrete curb and gutter, concrete sidewalk, storm drain pipes and structures, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments in the City drainage easement at the southwest corner of the Del Monte Manor property.

The Project was released for construction bids on February 10, 2022, and bids were opened on March 21, 2022. At this April 21, 2022 City Council meeting, the Council will consider awarding a construction contract to Monterey Peninsula Engineers, and approving a budget amendment for a revised project budget of \$757,404.60. The Project is scheduled to take 70 working days to complete and is expected to start in late May.

Construction of the Project requires daily oversight of the contractor. The City does not have the personnel resources to support construction of the Project at this time. At the request of the City, Wallace Group (Wallace) submitted a proposal to provide

construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractors' request for information, processing of change order requests, quantity calculations, progress estimates, daily inspections, site documentation, material testing coordination, and project close out.

Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute a professional service agreement (Attachment 2) with Wallace Group for an amount not to exceed \$57,496.00 and amendments up to an additional \$6899.52 to the agreement for construction management and inspection services for the Del Monte Manor L.I.D. Improvement 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 storm drain system and involves negligible or no expansion of use.

FISCAL IMPACT

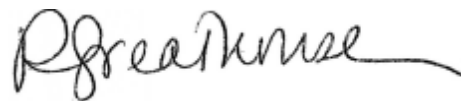
At this April 21, 2022 Council Meeting, the Council will consider approving a project budget amendment revising the total project budget for the Del Monte Manor L.I.D. Project to \$854,464.00.

The professional services agreement with Wallace to perform construction management and inspection services is for a not to exceed amount of \$57,496.00. A 12% contingency brings the total agreement amount to \$64,395.52 for construction management and inspection services. This cost was accounted for in the revised Project budget.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$57,496.00

WHEREAS, the Del Monte Manor L.I.D. Improvement Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on April 21, 2022, there is an item for City Council to approve amending the 2021/2022 adopted Project budget (271-8910-9961) to \$854,464.00 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, the project bidding documents were released for construction bids on February 10, 2022, and bids were opened on March 21, 2022; 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 management and inspection services for the Del Monte Manor L.I.D Improvement Project from pre-construction through project closeout in the amount of \$57,496.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, an amount of \$6899.52 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 a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Del Monte Manor L.I.D Improvement Project for an amount not to exceed \$57,496.00 and written amendments such that the total agreement does not exceed \$64,395.52.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of April, 2022 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
DEL MONTE MANOR PARK LOW IMPACT DEVELOPMENT
CONSTRUCTION MANAGEMENT**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and Wallace Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

DEL MONTE MANOR PARK LOW IMPACT DEVELOPMENT CONSTRUCTION
MANAGEMENT

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed FIFTY SEVENT THOUSAND FOUR HUNDRED NINETY SIX DOLLARS (\$57,496) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

any concurrent or contributory negligence on the part of the Agency, except for the active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any

DEL MONTE MANOR PARK LOW IMPACT DEVELOPMENT CONSTRUCTION
MANAGEMENT

method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

To Agency: City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Rick Riedl, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

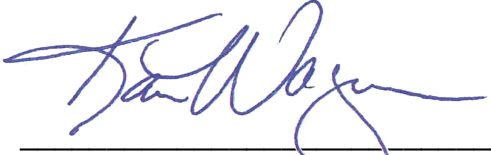
Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Wallace Group

By: 
Kari Wagner PE C66026
Principal

Date: April 8, 2022

City of Seaside
A Municipal Corporation

Roberta Greathouse, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Standard Billing Rates
	Exhibit C	Insurance Requirements

March 18, 2022

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Del Monte Manor Park Low Impact Development Construction Management

Dear Ms. Patel:

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

PROJECT UNDERSTANDING

The City of Seaside is interested in enhancing the capture and recharge of stormwater runoff near the Del Monte Manor apartments. The project site is located at the northeast corner of Yosemite Street and Sonoma Avenue on a parcel with existing multifamily housing. Whitson Engineers provided a design memo and plans, specifications, and estimated construction cost (PS&E) dated March 10, 2022 that were incorporated into bidding documents. The project includes the demolition and construction of concrete storm drain manhole, curb and gutter, concrete sidewalk, storm drain pipes and appurtenances, excavation and fill, soil amendment, planting and irrigation, and installation of storm drain monitoring instruments. The project is out to bid for construction and is anticipated to begin construction in late 2022. The project is funded by Proposition 1 grant funds issued by the California Department of Water Resources. The grant administration and reporting is being provided by others.

SCOPE OF SERVICES

The Scope of Work included in this proposal includes the following. This proposal is based upon the following documents:

- Project Improvement Plans by Whitson Engineers dated 12/21/21
- Project Specifications by Whitson Engineers dated January 2022
 - 70 working days to substantial completion
 - 15 additional working days to final acceptance
- Addendum No. 1 dated March 1, 2022

Our services include day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration of 6 months, as provided below in this proposal.

Wallace Group will be using Procore project management software to manage the documentation for this project. Procore will be used to store and track project plans, specification, RFIs, submittals, observation reports and daily logs, and photos. All 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) 1-hour virtual meeting. Following the meeting, we will conduct a field investigation of the site.



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



Preconstruction Conference

- Schedule preconstruction conference after contract NTP
- Develop and distribute agenda prior to conference
- Attendees: Wallace Group CM Team, Contractor, City staff, and Whitson Engineers Design Team
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Project Overview
 - Schedule
 - Permits
 - Submittals
 - RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Progress pay requests
 - Record and distribute meeting minutes

Conformed Set Contract Documents

- Load and maintain conformed set in Procore, available for viewing and download

Submittal Processing

- Coordinate with Contractor and Design Engineer to establish list of required submittals
- Develop submittal log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Route submittals to Engineer of Record for review and acceptance

Task 2.0: Construction Phase

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to ten (10) 1-hour virtual meetings.

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

- Conduct Weekly Progress (virtual) meetings with Contractor, City staff and other involved entities
- Record and distribute meeting minutes
- Provide monthly progress reports to the City
- Coordinate with utility companies and City Staff throughout the project

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on any schedule changes and adjustments throughout the project
- Review two week look ahead schedule updates provided by the Contractor

Submittal and Request for Information (RFI) Management

- Utilize Procore to track status of and distribute to Engineer:
 - Shop drawings
 - Product samples
 - Submittals (assume 20 Submittals)



- RFIs (assume 10 RFIs)
- 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 and ensure City approval
- Change order submittals will include documentation supporting:
 - Cost Adjustments
 - Schedule Adjustments
- 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 contractor's monthly quantity estimates for payment
- Track 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 on sight inspections and observations of approximately 2 hours average per working day for compliance with design documents. The number of observation hours per day will be adjusted based upon construction activities. Our inspection reports will include:
 - Labor
 - Equipment
 - Weather
 - Observation Notes
 - Photos
- Record design modifications

Site Documentation

- Take pre-construction photos and documentation and review contractors submittal
- Photos include:
 - Existing conditions
 - Surrounding area potentially affected by the project
- Maintain photos and documentation throughout the project

Quality Assurance and Materials Testing

- Monitor material sampling and testing arranged by contractor
- Sampling and testing will be in accordance with design documents
- Material Testing reports and logs by others will be maintained in Procore



Reporting and Record Keeping

- Daily reports and record keeping will be maintained within Procore to help ensure transparency and immediate access to all documentation throughout the project. These items include:
 - Daily Reports
 - Photos
 - Meeting minutes
 - Submittals
 - Certificates of compliance
 - Material testing
 - Contract Change orders

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - Construction safety orders
 - Contractor safety plan
- Work with contractor to maintain and resolve any safety concerns

Construction Progress Meetings

- Schedule and conduct project progress meetings
- Develop and distribute meeting agenda and minutes
- Facilitate the discussion and resolution of project issues
- Additional special meetings may be required to address special issues and conditions

Task 3.0: Post Construction Phase

Wallace Group will provide post-construction management services as outlined below. This task includes preparation and attendance of up to one (1) 1-hour meeting.

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, Engineer of Record, and Contractor

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

- Compile records, reports, certificates, photos upon project completion
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form
- Closeout documentation will be delivered in digital format

Post Construction Deliverables:

- Field record drawings submitted to the design consultant for preparation of record drawings
- Perform final walk-throughs with the City and Contractor
- Close out files as electronic copy in pdf format



SCHEDULE

We expect the tasks outlined above to be completed within six (6) months of authorization to proceed. The construction period will be 70 working days to substantial completion and 15 additional working days to reach notice of completion.

TO BE PROVIDED BY THE CLIENT

- The Plans and Specifications will be updated into conform documents by Whitson Engineers
- The Prop 1 grant administrator will provide WG with instructions on invoicing for contractor expenditures
- The Prop 1 grant administrator will provide WG with instructions on invoicing for project time and reimbursable expenditures
- Design support during construction
- Irrigation system integration and/or testing
- Geotechnical Engineer and testing services
- ADA-compliance inspection
- 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, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- DWR grant reporting and administration
- Construction surveys and staking
- Coordination with utilities
- Wage compliance monitoring and reporting
- Preparation of record drawings

PROJECT FEES

Wallace Group will perform the services denoted above in the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that our fees will be \$57,496. The breakdown of our estimated hours and cost per task are shown in the attached spreadsheet (Exhibit A). These services will be invoiced monthly on an accrued basis in accordance with the attached Standard Billing Rates (Exhibit B). Reimbursables will be invoiced as an additional cost and are included in the time and materials estimated fee amount stated above.

The estimated fees denoted in Tasks 2.0 and 3.0 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

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



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on the City of Seaside Design Professional Service Agreement. If this proposal meets with your approval, please let us know, and we will facilitate conforming a contract to the project once the City provides.

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

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP22-7512, 2021, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Wallace Group Team Resource Estimate for the

PHASE/ 	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	CM Director	CONSTRUCTION INSPECTOR II	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL
		HRS	HRS	HRS	HRS	Cost	HRS		COST \$
	RATE	\$238	\$228	\$187	\$162				
1.0	Pre-Construction Phase Services	0.5	24	2	10	\$70	37	\$7,585	\$7,655
2.0	Construction Phase		60	4	166	\$1,211	230	\$41,320	\$42,531
3.0	Post Construction Phase	0.5	20	2	12	\$105	35	\$6,997	\$7,102
	SUB-TOTALS	1	104	8	188	\$1,386	301		
	WALLACE GROUP LABOR COSTS	\$238	\$23,712	\$1,496	\$30,456				\$55,902
	WALLACE GROUP DIRECT COSTS								\$1,386
	DIRECT COSTS OVERHEAD @ 15%								\$208
	TOTAL								\$57,496

Task Budgets may fluctuate within Overall Budget

Exhibit B
Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 95
Designer/Technician I - IV	\$100 - \$130
Senior Designer I - III	\$143 - \$157
GIS Technical Specialist	\$140
Senior GIS Technical Specialist	\$150
Associate Engineer I - III	\$ 122 - \$142
Engineer I - IV	\$154 - \$169
Senior Engineer I - III	\$177 - \$187
Director	\$192
Principal Engineer/Consulting Engineer	\$228
Principal	\$238

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II	\$120 - \$135	\$155 - 162
Senior Construction Inspector	\$147	\$165
Assistant Resident Engineer I - II	\$147 - \$152	
Resident Engineer I - III	\$157 - \$167	
Senior Resident Engineer	\$175	
Director	\$187	
Principal Construction Manager	\$228	
Principal	\$238	

Support Services:

Office Assistant	\$ 94
Project Assistant I - III	\$ 97 - \$117

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

The City of Seaside (City) seeks Statement of Qualifications from qualified consulting firms, teams and individual consultants to provide engineering services on an on-call basis for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated experience in providing cost effective professional services to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles and is the largest city on the Monterey Peninsula with just over 34,000 residents. The City has developed a Capital Improvement Program (CIP) annually that identifies capital improvements for government facilities, parks, storm water, transportation, water and special projects. Most project design budgets will be less than \$25,000.

II. PROPOSED SCOPE OF WORK

The City will provide a request for services for each project to the consultant which may include engineering design services outlined below. The consultant will, in turn, provide a fixed fee cost estimate and scope of work based upon the requested services. Projects may cover a broad of range professional engineering services in support of CIP implementation, and possible other park improvements, Americans with Disability Act (ADA) evaluation and modifications, drainage studies and improvements, street, bicycle and pedestrian projects, and various other municipal related projects. Below is a general overview of services that may be requested.

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations & Mitigation
Preliminary Engineering Studies
Technical Studies & Reports
Peer Reviews
Coordination w/Other Agencies & Utilities
Constructability/Bidability Reviews
On-Call Services

EXHIBIT D

The ideal candidate has a good working knowledge of the following documents:

- a. City of Seaside Capital Improvement Program (Attachment A), as may be amended.
- b. California Department of Transportation Standard Plans and Specifications, 2015 or most recent edition.
- c. California Manual of Uniform Traffic Control Devices (CAMUTCD), latest edition.
- d. Central Coast Regional Water Quality Control Board Resolution R3-2013-0032, Post Construction Requirements for Development Projects in the Central Coast Region

III. FORM AND CONTENT OF PROPOSAL

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

The SOQ must be concise (maximum 10 written pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A brief summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience. Projects showing experience on public works projects is a plus.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address. At least 3 references shall be on projects listed for item C above.
- E) Standard Rate Schedule

All proposing firms must be professionally engaged in the design of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management.

IV. QUESTIONS AND ADDENDA

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

Mr. Scott Ottmar, P.E.
sottmar@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside per the schedule below. Any City response to such a request will be made in the form of an addendum to this RFQ and will be posted on the City's website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFQ.

V. SUBMITTAL OF PROPOSALS

Please submit an electronic copy in Adobe ® PDF format of your Proposal, identified in the subject line as "**Proposal for Engineering Design Services**" no later than 4:00 p.m. Pacific Time on Wednesday, April 10, 2018.

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or files larger than 5 Mbytes.

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

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

EXHIBIT D

5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to respond to request for service in a timely manner. Ability to attend meetings at the City of Seaside's City Hall and performs project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

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

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

EXHIBIT D

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

EXHIBIT D

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

XIX. ATTACHMENTS

- A – City of Seaside Six Year Capital Improvement Program
- B – Professional Services Agreement



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.S.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE PROJECT MANAGEMENT AND DEVELOPMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$25,000.00 A MONTH WHICH WILL BE REIMBURSED BY DEVELOPERS AS APPROPRIATE AS PER THE DEVELOPMENT AGREEMENT

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Kimley-Horn to provide Project Management and Development Services support for the Campus Town Development Project and related projects for an amount not to exceed \$25,000.00 a month.

BACKGROUND

Due to staff changes in the Economic Development and Community Planning Department the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development Project.

The City has commenced with recruitment to fill multiple positions and hire a consultant on an interim basis to continue the City's progress on the Campus Town Project. Staff has identified one consultant, Kimley-Horn in particular, who has a unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project.

With over 30 years of planning and development experience as a municipal planner, on-call consulting services to cities and private development, Elizabeth Cobb brings a broad area of expertise and experience across multiple jurisdictions – including the Monterey

Peninsula. Ms. Cobb has a comprehensive knowledge of forward planning, entitlement, financing, and implementation. Ms. Cobb brings a unique mix of public and private experience to planning and land development services. Ms. Cobb has managed projects through predevelopment, responsible for preliminary site plans, evaluating infrastructure, site development costs and directing the entitlement process for new developments, including general plan amendments, zone changes, subdivision and CEQA compliance. Elizabeth has functioned as project level community liaison responsible for public outreach, public relations, and public hearings.

Most relevant experience, Ms. Cobb oversaw The Dunes Master Plan, within the City of Marina. The Dunes on Monterey Bay, a master-planned community developed within the city of Marina, California. The Dunes included 365,000-square-foot shopping center, neighborhood restaurants, hotels, and a movie theater, all within walking distance of new residential units. Oversaw the master plan and entitlement efforts of the Dunes, including master roadway, infrastructure and drainage plan and design (work performed by Kimley-Horn staff prior to joining the firm). Through the entitlement and initial implementation of The Dunes, Ms. Cobb developed a strong understanding of matters related to the former Fort Ord Reuse and its unique challenges.

Ms. Cobb has also acted as on-call consultant and support staff for the City of Novato as part of the Hamilton Base Reuse implementation. As part of this effort, Ms. Cobb provided services such as plan checking for public works and planning of new developments; project management of the city's affordable housing program; and project management of the design-build for the Hamilton Fire Station. Ms. Cobb has also operated as transportation planner, supporting city staff on review of traffic studies and traffic impact fee programs.

Supplementing Ms. Cobb's experience, is a team of civil and planning staff at Kimley-Horn that have direct experience with the processing and implementation of the Monterey Peninsula projects to include: East Garrison in Monterey County, Injim Parkway Widening in the City of Marina, Ferrini Ranch for the Monterey County Resource Management Agency, Monterey Peninsula Water Supply Project for California American Water, and Monterey Peninsula Water Supply Project Pilot Plan for California American Water. Ms. Cobb and Kimley-Horn's unique experience will be an excellent addition to the consulting line-up to help guide the City while the recruitment for more staff is underway.

The City Manager executed an agreement with Kimley-Horn to provide project management and development services support for Campus Town Development Project in the amount of \$24,900 on March 3, 2022. The City continues to need the services and requested another proposal from Kimley-Horn. Staff reviewed the proposal and determined the project scope and budget are reasonable.

With the new scope, Kimley-Horn may perform the following but not limited duties

related to the Campus Town Development Project:

Project Management

- Meeting Coordination and Project Scheduling
- Project correspondence and documentation

Final Map

- Oversight of Conformance of the Environmental Document Mitigation Measures and Tentative Map Conditions of Approval
- Subdivision Improvement Agreement Preparation
- Assistance in coordinating CFD for approval
- Assistance in land title clean-up
- Coordination for securing a right of entry license agreement with the Army
- Council staff report preparation

Affordable Housing

- Coordination for identification for offsite affordable housing opportunities
- Coordination with MCWD for water allocation
- Affordable housing agreement preparation
- CEQA review for compliance
- Council staff report preparation

MCWD Coordination

- Infrastructure Agreement
- Coordination and Submittal for LAFCO Annexation

Building Permits for Campus Town Phase 1A

- Planning review and General Conformance with underlying entitlements (ie. Specific Plan, FEIR, and Associated Conditions) for City staff designee sign-off
- Public Work review for city staff designee sign-off
- Model Home Review
- Code Compliance Review
- Application processing in collaboration with the City

Fort Ord Building Demolition

- Permitting oversight and coordination of City activities
- Preparation of right of entry License Agreement
- Staff support as needed

CFD

- Coordination with CFD consultants
- Council staff report preparation
- Staff support as needed

Public Easements

- Coordination with Public Works on review and approval
- Coordination with the applicant and their consultant

Relocation of Fire Station No.2

- Preparation and or review of Request for Proposal of environmental and design scope of services
- Coordination with consultants and City staff

Staff recommends the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute an amendment to the professional services agreement (attachment 2) with Kimley-Horn in the amount of \$25,000.00 a month for up to a year.

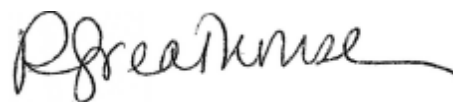
FISCAL IMPACT

There is no fiscal impact on the General Fund for services related to City responsible Campus Town Development project efforts as the costs will be fully offset by salary savings due to currently vacant positions. There is also no fiscal impact on the General Fund for services related to KB-Bakewell responsible Campus Town Development project efforts as the costs will be funded by developer deposited funds. The services of the amendment to the contract with Kimley-Horn will be charged on time and materials basis not to exceed \$25,000.00 a month.

ATTACHMENTS

1. Resolution
 2. 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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE PROJECT MANAGEMENT AND DEVELOPMENT SERVICES SUPPORT FOR THE CAMPUS TOWN DEVELOPMENT PROJECT AND RELATED PROJECTS FOR AN AMOUNT NOT TO EXCEED \$25,000.00.

WHEREAS, due to staff changes in the Economic Development and Community Development Department, the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development; and

WHEREAS, the City has commenced with recruitment to fill multiple positions and hire a consultant on an interim basis to continue the City's progress on the Campus Town Project.

WHEREAS, Staff has identified one consultant, Kimley-Horn in particular that has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project.

WHEREAS, on March 3, 2022, the City Manager approved a Professional Services Agreement with Kimley-Horn in the amount of \$24,900.00 to provide project management and development services support for the Campus Town Development Project; and

WHEREAS, Kimley-horn submitted a proposal to continue to provide project management and development services support for the Campus Town Development Project and related projects for a not to exceed amount of \$25,000.00 a month; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; 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 Kimley-Horn to continue to provide project management and development services support for the Campus Town Development Project and related projects in the amount of \$24,900.00 and an additional amount not to exceed \$25,000.00 a month for up to a year.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside
duly held on the 21st day of April, 2022 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: April 11, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

03/03/2022

Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

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 F, "Term"**

This agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 30, 2023 unless sooner terminated pursuant to the provisions of this agreement.

MODIFY the following text in **Section A, "Engagement"**

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 C, "Compensation"**

The City shall pay the consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine hundred dollars (\$24,900) with an additional not to exceed \$25,000 a month starting after April 30, 2022 for up to one year.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900	\$0.00	\$25,000/ month	\$24,900 plus \$25,000/month
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April, 30, 2022	48	April, 30, 2023

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	for Trevin Barber Assistant CM/Econ.Dev/Comm. Dev.	4-12-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Nikki Kerry Principal	04.12.2022
Signature	Name and Title	Date

March 30, 2022

Submitted Electronically

Ms. Roberta Greathouse, IPMA-SCP
Acting City Manager
CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

RE: Campus Town – Project Contract Services Letter Agreement

Dear Ms. Greathouse:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to City of Seaside (“Client”) for providing project management and general civil, planning and landscape oversight for the processing of subdivision, improvement plans, building plans and associated agreements specific to the Campus Town Redevelopment Project (“Project”) and related project efforts, located on the Fort Ord Reuse Authority (FORA) property. This redevelopment project is understood to be undertaken by KB-Bakewell (“Applicant”) through separate agreement(s) previously negotiated and executed with the Client.

The scope of services can be generally described as follows:

SCOPE OF SERVICES

- a. Kimley-Horn and Associates, Inc. (Kimley-Horn) will provide as-needed consulting services to the Client for general development services support specific to the Project and related project efforts, which can consist of: strategic planning, entitlement, State policy, CEQA and permitting guidance, review work products prepared by Client or Client’s Consultant Team (contracted separately), help direct Client’s staff in deliverable preparation, communicate with the Agencies as appropriate, and attend in-person and virtual meetings as directed by Client. See Attachment 1, “Outline of Anticipated Work Effort.”
- b. To fulfill this role, Kimley-Horn will require a blend of Kimley-Horn staff consisting of administrative and other professional technical support staff typical of entitlement and land development project management functions. Where reasonably applicable both junior and senior staff will be employed to execute the tasks requested.
- c. Kimley-Horn consulting services will be provided by means of virtual video and tele-conference calls, email correspondence, occasional in-person meetings, such as City Council, Planning Commission or Milestone Meetings specifically directed by the Client. Consistent onsite Kimley-Horn staff is NOT anticipated for this effort. Travel time and related travel expenses for in-person meetings shall be reimbursed per the terms and conditions of this agreement.

- d. Kimley-Horn will rely upon Client's staff to provide all project financial and legal analysis and directives. This also includes preparation of review fees, development impact fees, transportation impact fees, etc. for the Project.
- e. It is understood that the Client will make all decisions related to the Project, agreements with and directives to the Applicant, as well as review and approve any efforts undertaken by Kimley-Horn on their behalf.
- f. The Applicant shall be responsible to furnish all Project design/construction documents and reports, as required by the Client, municipal code, state and federal jurisdiction, and development agreements. Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client, Applicant or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.
- g. Kimley-Horn shall not provide design services, direction, or construction documents for the Project, unless a separate specific Task Order agreement outlining the scope and fee for such services is issued.
- h. The rates provided in Attachment 2 are effective through June 2023. Subsequent rate increases will be reviewed in June of each year, starting June 2023. The actual rate increase will vary based on then current conditions.

FEE

Kimley-Horn will perform the Scope of Services described above "T&M Budget" on a labor fee plus expense basis, up to \$25,000 in labor fees per month ("base monthly labor fee"). Should Scope of Services fee exceed the set per month basis, Kimley-Horn will notify the Client and determine if requested services be moved to following month, or if necessary, receive authorization to exceed the base monthly fee for defined services and estimated fee. Labor fee will be billed on an hourly basis according to our then-current rates (enclosed). Services specific to Campus Town will be invoiced separately from general consultant services related project efforts under the responsibility of the city, per direction from City staff.

As related to these as-needed tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ADDITIONAL SERVICES IF REQUIRED

Should other distinct Kimley-Horn consulting services, such as preparation of civil drawings, landscape drawings, CEQA documents, marketing, etc., be requested then a separate proposal outlining these scopes of services will be prepared and presented to Client for approval. Such Additional Services, once approved by Client, will be contracted for under a separate individual Task Order.

SCHEDULE

The Client and Kimley-Horn shall mutually identify and agree on deliverable dates as reasonably applicable, with the expected time from to take through Phase IA of Campus town and into Subsequent Phases.

DELIVERABLES

Kimley-Horn will provide deliverables that coincide with the requested services, which can include entitlement summaries, environmental summaries, preliminary development schedules, checklists, reporting documents, etc. Deliverables will be confirmed with the Client prior to initiating.

ACCEPTED



CITY OF SEASIDE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Nikki Kerry, P.E. (CA 58449)

TITLE: _____

TITLE: Principal

DATE: _____

DATE: March 30, 2022

ATTACHMENTS:

1. Outline of Anticipated Work Effort
2. Kimley-Horn Rate Schedule

ATTACHMENT 1

Outline of Anticipated Work Effort

PROJECT SPECIFIC, PROJECT REIMBURSEMENT

1. Project Management

- a. Meeting Coordination
 - Scheduling
 - Meeting Notes
 - Follow-up Actions
- b. Project Schedule
 - In coordination with City staff and Applicant prepare Master schedule for Phase 1A
 - Provide bi-weekly updates
 - Monthly Report of Action that Occurred, Projected Actions for following Month and Critical Milestone Status
- c. Project correspondence and documentation

2. Final Map

Map and improvement plans are assumed to be final and approved by staff.

- a. MMRP and COA General Conformance
- b. Subdivision Improvement Agreement, draft in collaboration with the city for recommendation of approval
- c. CFD (prepared by others) – assist in coordinating for city approval
- d. Applicant Cost Estimate Review
- e. Title Clean-up – assist and follow-up with In-House Counsel
- f. License Agreement with Army – Assist staff in coordinating and documenting
- g. Staff Report Preparation

3. Affordable Housing

- a. Coordinate with City in identifying compatible sites for off-site affordable housing
- b. Planning Review and recommendation approval in collaboration the City
- c. Coordinate with MCWD on Water Allocation
- d. Affordable Housing Agreement & Reporting Process
- e. CEQA review for compliance
- f. Staff Report Preparation

4. MCWD Coordination

- a. LAFCO Annexation
- b. Infrastructure Agreement

5. Building Permits for Phase 1A (KB-Reimbursement, Project Specific)

- a. Planning Review and General Conformance with underlying entitlements (Specific Plan, FEIR and Associated Conditions) for City staff designee sign-off
 - Site Plan/Plot Plan
 - Architectural Plans and details
 - Landscape Plans and details
- b. Public Work Review for city staff designee sign-off
 - Finished Grading

- Infrastructure (supplemental, and in-tract)
- Landscape Improvements
- Encroachment
- c. Model Home Review
- d. Code Compliance Review
- e. Application Processing in collaboration with the City

RELATED PROJECT EFFORTS, CITY RESPONSIBILITY

6. Demolition

- a. Permitting oversight and coordination of city activities
- b. License Agreement, draft for in-house council
- c. Staff support as needed

7. CFD

- a. Coordination with CFD consultants.
- b. Staff report preparation
- c. Staff support as needed

8. Public Easements

- a. Coordination with Public Works on review and approval
- b. Coordination with the Applicant and their consultant team

ATTACHMENT 2**Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

Classification	<i>Rate</i>
Analyst I	\$120 - \$155
Analyst II	\$145 - \$195
Professional	\$200 - \$220
Senior Professional I	\$230 - \$275
Senior Professional II	\$315 - \$365
Senior Technical Support	\$100 - \$225
Technical Support	\$95 - \$145
Support Staff	\$80 - \$130

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up.

Sub-Consultants will be billed per the Contract

Relevant Project Experience

City of Marina, The Dunes Master Plan (Civil and Infrastructure), Marina, CA

The Dunes on Monterey Bay, a master-planned community developed within the city of Marina, California. The Dunes included 365,000-square-foot shopping center, neighborhood restaurants, hotels, and a movie theater, all within walking distance of new residential units. Oversaw the master plan and entitlement efforts of the Dunes, including master roadway, infrastructure and drainage plan and design. (Work performed by Kimley-Horn staff prior to joining the firm).

East Garrison, Monterey County, CA

East Garrison is a pedestrian-friendly, mixed-use urban village on a 244-acre parcel of the former military base at Fort Ord. The project embraces the principals of smart growth, sustainable development and traditional neighborhood design by providing a diverse mix of units; as well as a diverse blend of civic uses, churches, public spaces, parks and neighborhood shopping opportunities all balanced within a walkable, transit friendly setting.

As the project facilitator for the Monterey County Resources Agency, staff from Kimley-Horn (previously with RBF Consulting) played a critical role in the reuse of the former Fort Ord Military Base by providing strategic, technical, administrative, environmental, planning and engineering services. We provided peer review of the proposed Specific Plan and EIR, Tentative Map, associated infrastructure support plans, Final Map, and improvement plans, as well as the scheduling and plan check reviews of on-site and off-site improvement plans and supporting technical documents, along with all related transaction agreements. During our review of the Specific Plan/EIR our role centered on the applicability, functionality and feasibility of smart growth principals, and availability of future development and infrastructure to transit, employment and shopping; site accessibility; energy efficiency and conservative strategies; use of native plant species; historic preservation; and community scale, design, diversity and agency/applicant/stakeholder collaboration.

Monterey Peninsula Water Supply Project (California American Water), Monterey, CA

Controlled the project budget (approximately \$2,000,000 annually), coordinating subconsultants, preparing technical memorandum as well as coordinating the design teams for CAD and GIS. The duties also included design of intake systems that utilize slant wells. The CWP will replace 10,800 afy of water currently drawn from the Carmel River with a water supply based on several potential design alternatives, including seawater desalination and Aquifer Storage and Recovery (ASR) components.

Monterey Peninsula Water Supply Project Pilot Plan (California American Water), Monterey, CA

Designed a pilot desalination facility for CWP. The pilot plant is designed to demonstrate the feasibility of pretreatment and desalination with a capacity of 40 gpm. I prepared a Pilot Plant Study Plan to investigate different treatment methods and conditions to determine the optimum design criteria. Engineering duties also included coordination with the vendor contractor and other subconsultants, field inspection of the treatment skid prior to delivery, water chemistry analysis and coordination with local agencies for permitting.

Peninsula Water Supply Project Pilot Plan (California American Water), Monterey, CA

Completed computer modeling of water distribution systems, identifying the necessary system improvements, and estimating future water demands for a five-year and fifteen-year capital improvement plan. The Monterey District consists of one main distribution system and several smaller satellite systems. The main system provides an average water supply of about 13.4 MGD to a population of approximately 90,000 located on the Monterey Peninsula and surrounding area.

City of Marina, Imjin Parkway Widening Project, Marina, CA

Imjin Parkway is a major east-west arterial within the City of Marina that connects Pacific Coast Highway (SR-1) and Reservation Road, which heads to the Salinas Valley. Due to existing and future residential and commercial land uses, the City retained Kimley-Horn to perform a feasibility study and subsequent environmental clearance and final design of Imjin Parkway from a two-lane to a four-lane facility with median islands, four modern roundabouts, dedicated bike lanes, traffic signal design, left-turn lanes, sidewalks and trails, queue jumps and transit signal priority, class I bicycle and pedestrian facility, and a separate bus corridor for a portion of the route. Additional elements included structural retaining walls, site drainage, and landscaping, which focused on green infrastructure design including stormwater retention and biotreatment basins. The project incorporated the latest roundabout and transit design elements, as well as construction traffic handling and staging. A tight regulatory environment required close collaboration to keep the project moving forward on schedule and within construction budget. This project is federally funded.

Ferrini Ranch, Monterey County Resource Management Agency, Monterey County, CA

Kimley-Horn's Project Manager prepared this EIR for a subdivision consisting of 212 lots (146 market rate, 23 clustered and 43 inclusionary) on a challenging and hilly property along Highway 68 near Salinas. The project also included a wine tasting facility, new roadways and infrastructure, trails and approximately 600 acres dedicated to permanent open space and habitat area. Major areas of study included aesthetics and visibility from the scenic highway, water supply and hydrogeology, recreational impacts, traffic on the Highway 68 corridor, and the presence of cultural resources. This project took several years to complete as the applicant updated biology and other studies and attracted intensive public comment and scrutiny. The environmental ultimately overcame several legal challenges.



Elizabeth Cobb

Planning & Development Services/Manager

Elizabeth brings nearly 30 years of policy planning expertise with a comprehensive knowledge of land use development involving acquisition, forward planning, entitlement, financing, and implementation. She brings a unique mix of public and private experience to planning and land development services. Elizabeth has managed projects through pre-development, responsible for preliminary site plans, evaluating infrastructure, site development costs and directing the entitlement process for new developments, including general plan amendments, zone changes, subdivision and CEQA compliance. Elizabeth has functioned as project level community liaison responsible for public outreach, public relations, and public hearings.



EDUCATION

Bachelor of Arts, Social Ecology, University of California, Irvine
Associate, University of Southern California



CERTIFICATIONS/REGISTRATION

American Planning Association (APA), Member
Urban Land Institute, Member



RELEVANT EXPERIENCE

Development Services

- The Dunes within Former Fort Ord, 200-AC Master Plan Development, Marina, CA*
- Tustin Legacy Former Tustin MCAS Base, 400-AC Master Plan Development, Tustin, CA*
- Oak Knoll Hospital, Mixed-Use Master Plan, Oakland, CA*
- AT Dublin, 80-AC Mixed-Use Master Plan Development, Dublin, CA*

Entitlement Services

- The Dunes within Former Fort Ord, Specific Plan & Entitlements, Marina, CA*
- Tustin Legacy Former Tustin MCAS Base, Specific Plan, Design Guidelines & Entitlements, Tustin, CA*
- Fremont & Capitol Mixed-use, Re-Entitlements, Fremont, CA*
- AT Dublin, Specific Plan & Entitlements, Dublin, CA*
- Eden Shores Industrial Park, Specific Plan Amendment, Hayward, CA*
- Hitachi Apartments, Entitlements for 600-unit Apartment Development, San Jose, CA*
- ILARA Apartments, Entitlements for 200-unit Apartment Development, Milpitas, CA*

Municipal Services

- City of Irvine Trail Master Plan Update, Irvine, CA*
- Capehart Residential, Entitlement Processing, Novato, CA*
- Hamilton Affordable Housing Program, Affordable Housing Program, Novato, CA*
- City of Carlsbad, City Wide Traffic Mitigation Plan, Carlsbad, CA*
- City of Irvine General Plan & Circulation Element Update, Irvine, CA*

**Prior to joining Kimley-Horn*



Sarp Sekeroglu, P.E.

Water/Wastewater

Sarp has 20 years of experience in the water industry in design, project management, construction, planning, team building, and business development. His design background includes projects such as water and wastewater treatment design, system distribution wastewater collection design, preparation of water/wastewater master plans, and seawater desalination. Sarp has managed teams of junior engineers, GIS and CAD technicians, planners, subconsultants, and subcontractors.

RELEVANT EXPERIENCE

- California American Water, System Hydraulic Modeling, Monterey, CA*
- County of San Diego, SR 67 30-Inch Sewer Pipeline Crossing, San Diego, CA
- County of San Bernardino, Oro Grande Tank Replacement, San Bernardino County, CA
- City of Beaumont, Beaumont Sewer Lift Station, Beaumont, CA
- City of Escondido, Brine Pipeline, Blended Water Pipeline, and Potable Tank Design, Escondido, CA*
- Rincon Indian Tribe, Potable Water Tank Design, San Diego County, CA*
- Rincon Indian Tribe, Groundwater Study, San Diego County, CA*
- Rincon Indian Tribe, Wastewater Master Plan, San Diego County, CA*
- Rincon Indian Tribe, Irrigation System Master Plan, San Diego County, CA*
- Rincon Indian Tribe, Water Master Plan, San Diego County, CA*
- Rincon Indian Tribe, PRV and Meter Design, San Diego County, CA*
- City of Oceanside, Chemical Feed System Review and Design at Mission Desalter, Oceanside, CA*
- City of Oceanside, Flow Meter Replacement Project, Oceanside, CA*
- City of San Marcos, As-Needed Engineering Services, San Marcos, CA*
- City of San Marcos, Creekside Marketplace Well Replacement, San Marcos, CA*
- University of California, San Diego, MARFAC Stormwater Pump Station Design, La Jolla, CA*

*Prior to joining Kimley-Horn



EDUCATION

Master of Science, Civil Engineering, San Diego State University
Bachelor of Science, Environmental Engineering, Middle East Technical University



CERTIFICATIONS/REGISTRATION

Professional Engineer, California, #71474



Nikki Kerry, P.E.

Senior Civil Engineer

Nikki is a professional engineer with more than 28 years of experience planning, designing, and managing construction for some of the largest development and redevelopment projects in the County of Los Angeles. Her expertise is in managing urban infill projects often involving public private partnerships with multiple agency and stakeholder coordination and consensus. As project manager, she oversees all aspects of a project and specializes in preparing complex master plans, design guidelines, environmental and regulatory approvals and seeing them through construction. Translating planning documents into implementation including CC&Rs, lease agreements, deed restrictions, and subdivision mapping makes her one of the go-to civil engineers in the region for entities like Boeing, Rocketdyne, Veterans Administration and Los Angeles County. Her unique understanding of public/private partnerships has made her one of the regions most trusted advisors.



EDUCATION

Bachelor of Science,
Civil Engineering,
North Carolina State
University



CERTIFICATIONS/ REGISTRATION

Professional Engineer,
California, #58449
American Society of
Civil Engineers
California Board of
Professional Engineers
and Land Surveyors –
Civil Subject Matter
Expert, 1996-2010,
2013, and 2014



RELEVANT EXPERIENCE

- Sony Studios Multiple Projects including, Master Plan, Master Plan Build-Out, and Utility Infrastructure Phase 2, and 10100 Culver Boulevard, Culver City, CA
- Boeing Douglas Park Multitude Projects including Master Plan, Environmental Impact Report, Design Guidelines, Infrastructure Build-Out, Tentative and Final Maps, Environmental Remediation, Boeing Enclave, Advisor to the Property Owner's Association and Long Beach City College Alteon Building, Long Beach, CA
- Harbor-UCLA Medical Center Multiple Projects including Master Plan, Master Plan Implementation, Environmental Impact Report, Backbone Infrastructure Build-Out, New Bed Tower, Outpatient Pavilion, Central Plan, and 2 Parking Structures, Los Angeles, CA
- Martin Luther King Jr. Medical Center Multiple Projects including Master Plan, Environmental Impact Report, New Lab Building, Red Bag Storage, MRI Building, Hawkins Building Renovation, and Make Ready Projects, Los Angeles, CA
- Ivy Station, Culver City/Los Angeles, CA
- LAC+USC Medical Center Multiple Projects including Master Plan, Environmental Impact Report, Demolition of Women's' and Children's Hospital and Make Ready Projects, Los Angeles, CA
- Olive View-UCLA Medical Center Master Plan, Environmental Impact Report and Restorative Care Village, Los Angeles, CA
- VA Loma Linda Ambulatory Care Center Public Private Partnership, Loma Linda, CA
- Good Samaritan Hospital Emergency Department Expansion, San Jose, CA



Matt Durham, PLA, ASLA

Landscape Architect

Matt has 25 years of experience in management, planning, design, and construction oversight of a wide range of projects. Matt utilizes his leadership, management and technical background in all aspects of the profession and is committed to producing a quality product with high levels of client and team interaction. Matt's background covers a wide range of project types from master planned communities, park systems, trail and open space planning, streetscapes, education, commercial campuses, institutional facilities, and retail destinations. His experience overseeing projects and teams from conceptualization through construction implementation is critical to achieving successful projects while maintaining strong client relationships.

RELEVANT EXPERIENCE

- City of Irvine, On-Call 5-Year Capital Improvement Projects, Irvine, CA*
- Irvine Ranch Land Conservancy, The Irvine Ranch Land Reserve Comprehensive Trails and Open Space Vision Plan, Irvine, CA*
- County of Orange, Boy Scouts of America Outdoor Education Center, Irvine, CA*
- County of Orange, 100 ac. Mixed Use Planning and Design Improvements, Irvine, CA*
- City of Brea, Brea Public Trails Improvements, Brea, CA*
- City of Rancho Mirage, Monterey Village Community Park/YMCA, Rancho Mirage, CA*
- County of San Bernardino Redevelopment Agency, Speedway Redevelopment Project Design Guidelines, Fontana, CA*
- City of Irvine, Portola Springs Community Park and Native American Center, Irvine, CA*
- OCTA, Orangethorpe Corridor Grade Separation Aesthetic Guidelines, Orange, CA*
- City of Irvine, Cypress Grove Public Neighborhood Park, Irvine, CA*

*Prior to joining Kimley-Horn



EDUCATION

Bachelor of Science,
Landscape
Architecture, California
Polytechnic State
University, San Luis
Obispo



CERTIFICATIONS/ REGISTRATION

Registered Landscape
Architect in California
(#4840)

American Society of
Landscape Architects
(ASLA), Member

U.S. Green Building
Council – National
Capital Region,
Member

Cal Poly SLO
Landscape
Architecture
Department Advisory
Board



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Campus Town Project Management Services**

This agreement is made by and between the City of Seaside (City), and Kimley-Horn Associates, Inc. (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide (DESCRIBE SERVICES TO BE PROVIDED) as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine-hundred dollars (\$24,900).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on February 28, 2022 and terminate April 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 affiliates ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, to the extent caused by the negligent or wrongful act, error or omission of Consultant, its officers, affiliates, employees or subconsultants (or any 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:** Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.
- 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 Project Manager will represent the City for all purposes under this Agreement. Trevin Barber, is designated as the Project Manager for the City. 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.
- d. Any modifications made by City to any of the Contractor's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Contractor, and the City shall indemnify, defend and hold the Contractor harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

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. Because of the personal nature of the services to be rendered pursuant to this Agreement, Ms. Cobb and Mr. Sekeroglu shall perform the services described in this Agreement.
- b. Ms. Cobb and Mr. Sekeroglu may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the project manager from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this

Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

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.

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: February 25, 2022

Consultant: Kimley-Horn Associates



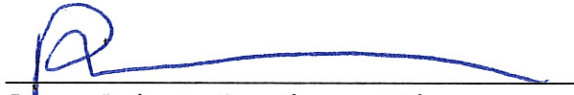
By: Nikki Kerry, P.E. (CA 58449)

Title: Principal

1100 W. Town & Country Road, Suite 700,
Orange, CA 92868

Dated: 3/31, 2022

City of Seaside:



By: Roberta Greathouse Title:

City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Standard Billing Rates

Exhibit A

Scope of Work

For this immediate effort, Kimley-Horn Associates, Inc. (KH) will provide consulting services to assess the required work effort to create a project approach and confirm required processing, permits, and agreements. Based on the understanding of required work effort, we will develop a schedule for the implementation and execution of the Campus Town Development Project. Our team will coordinate with all water and wastewater agencies, including California American Water, Monterey Peninsula Water Management District, and Monterey County Pollution Control Agency to create the most effective work plan. This effort assumes up to 60 hours over two months to develop a strategic work plan in matrix format and schedule from kick-off through implementation.

Exhibit B
Standard Billing Rates

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$135 - \$185
Professional	\$180 - \$235
Senior Professional I	\$230 - \$310
Senior Professional II	\$300 - \$330
Senior Technical Support	\$140 - \$210
Support Staff	\$105 - \$125
Technical Support	\$110 - \$150

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



CITY OF SEASIDE STAFF REPORT

Item No.: 8.T.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2022-2023 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT A PROJECT LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION

Adopt a resolution authorizing staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorizing the SB1 Project List to be funded in part with fiscal year (FY) 2022-23 Road Maintenance Repair and Accountability (RMRA) Revenues.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

City Council previously held study sessions on the Pavement Management Program on April 19, 2018, June 7, 2018, and July 10, 2018. Based upon Council direction to focus on upgrading major streets, staff developed preferred scenarios identifying the City's ability to upgrade these roads using Measure X and SB1 funds. The locations were combined into a single Arterial and Collector Resurfacing Project phased over several years. Phase 3 was completed in August 2021. Due to unforeseen circumstances, four street segments were removed from the Phase 3 project; north end and south end of Fremont Boulevard, Kimball Avenue, and Wheeler Street. Staff re-packaged these

street segments, including several dig out locations, into a FY 2021-2022 Pavement Rehabilitation Project to be constructed this fiscal year. The project will be funded through a combination of Measure X and SB1 funds.

Staff recommends that the City Council adopt a resolution approving the attached SB1 Project List in order to update the project list with the CTC for continuation of SB1 funding.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities", repair, maintenance or minor alterations involving negligible or no expansion of existing or former use of "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of safety)" are categorically exempt from CEQA (California Environmental Quality Act)."

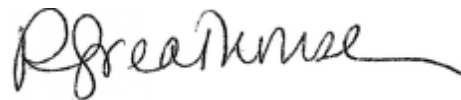
FISCAL IMPACT

The City of Seaside RMRA revenues generated from SB1 are budgeted to be \$752,794 in FY 2022-2023. The proposed project list (Exhibit A) will be partially funded from the budgeted RMRA SB1 revenues accounted for in #210-3526 and expended from budgeted amounts in account "SB1 Capital Projects (Acct # 210-8210-9577).

ATTACHMENTS

1. Resolution
2. Exhibit A - SB1 Project List

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING FISCAL YEAR 2022-2023 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT THE LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Seaside (City) must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, attached hereto as Exhibit A, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City could receive an estimated \$724,794 in RMRA funding in Fiscal Year 2022-2023 from SB 1; and

WHEREAS, this is the six year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities, including City Council Study Sessions, and Council's direction to focus on upgrading major streets and roads; and.

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 4 streets segments throughout the City as part of the FY 2021-2022 Pavement Rehabilitation Improvement Project (formerly Arterial and Collector

Resurfacing Project) in fiscal year 2022-2023; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at risk" condition and this revenue will help us improve the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a resolution authorizing Fiscal Year 2022-2023 Street Repair Project List (Exhibit A) to be funded in part with SB1: The Road Maintenance Repair and Accountability Act of 2017 funds, to allocate these funds to "SB1 Capital Project" (Acct # 210-8210-9577), and authorizing staff to submit the list to the California Transportation Commission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21th day of April 2022 by the following vote:

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Dominique L. Davis
City Clerk

Exhibit A: Senate Bill (SB) 1 Proposed Project List for Fiscal Year 2022-23

Title	Description	New or Carried Over Project for SB1 Reporting	Location	Estimated Project Completion	Est Useful Life Min	Est Useful Life Max	FY22/23 Estimated SB1 Funding
FY 2021/2022 Pavement Rehabilitation Improvements Project (formerly Arterial and Collector Resurfacing Project)	Remove & Replace failed road sections utilizing various treatment types selected as the best applicable treatment. (Design)	<u>Carried Over</u>	North and south ends of Fremont Blvd., Kimball Street, Wheeler Street, and various residential roadway sections throughout the City	September 2023	5	30	\$ 752,794.00
Total Estimated Budget:							\$ 752,794.00



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.U.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 21, 2022

**SUBJECT: ADOPT A RESOLUTION OPPOSING INITIATIVE 21-0042A1:
"THE TAXPAYER PROTECTION AND GOVERNMENT
ACCOUNTABILITY ACT"**

RECOMMENDATION

Adopt a resolution opposing the Taxpayer Protection and Government Accountability Act.

BACKGROUND

On April 7, 2022, Councilmember Wizard requested that the Council support a resolution opposing Initiative 21-0042a1 "The Taxpayer Protection and Government Accountability Act".

Per the League of California Cities (CalCities), The Taxpayer and Government Accountability Act creates harmful barriers for local governments and voters who should have a voice. Essentially, the measure would establish new and stricter rules for raising taxes and fees, limit the authority of voters, and weaken the ability of government to hold violators of state and local laws accountable.

In addition to the aforementioned consequences, this measure has the potential to significantly reduce revenue for local governments, thus impacting essential services.

CalCities monitors policies coming from Sacramento and Washington on behalf of local municipalities. CalCities frequently publishes alerts when policy, legal decisions, or initiatives will greatly impact local government, positively or negatively. Recently, CalCities informed local governments of an initiative that is making headway through the ballot measure process.

In 2018, a ballot measure titled, "Tax Fairness, Transparency and Accountability Act" was circulated to qualify for the November 2018 ballot; however, the measure's proponents withdrew the initiative due to immense pushback from advocacy networks. This new initiative represents a similar, but more detrimental, effort to alter the current process of establishing local taxes and the revenues collected by municipalities to operate essential services.

The Taxpayer and Government Accountability Act, or AG# 21-0042A1, creates several consequences for local governments and local voters including, but not limited to the following:

1. Prohibits local advisory measures – inhibiting the voters' ability to decide how tax dollars should be spent.
2. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property.
3. Requires voter approval to expand existing taxes (e.g., utility user tax, use tax, hotel tax) to new territory (e.g., annexation) or expanding the base (e.g., new utility service). This would require additional tax measures and may deter annexations and land development in cities.
4. City charters may not be amended to include a tax or fee.
5. New taxes can be imposed only for a specific time period.
6. Taxes adopted after January 1, 2022, that do not comply with the new rules are void unless reenacted.

The above list is not designed to be exhaustive but rather is a representation of the contents of the measure that may directly impact the City.

If adopted, a copy of the resolution will be forwarded to BallotMeasures@calcities.org.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

OPPOSING INITIATIVE 21-0042A1: THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2022 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, utilities, and more.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby oppose Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of April, 2022 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

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.V.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Victor Damiani, Finance Director

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 BUDGET INCREASING THE TRAVEL LINE ITEM FOR COUNCIL MEMBER GARCIA-ARRAZOLA BY AN AMOUNT NOT TO EXCEED \$550.00 IN ORDER TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2022 GOVERNANCE LEADERSHIP ACADEMY

RECOMMENDATION

Adopt a resolution increasing the travel line item for Council Member Garcia-Arrazola.

BACKGROUND

The fiscal year 2021-22 budget was adopted by the Seaside City Council in June of 2021. The adopted budget included \$1,500.00 in travel costs for each Council Member.

In the fall of 2021, Council Member Garcia-Arrazola attended the League of California Cities conference, which consumed most of his allotted travel budget. The current amount remaining in the Council Member's travel account is \$115.00. Recently, an opportunity arose for Mr. Garcia-Arrazola to attend the California Joint Power Insurance Authority (CJPIA) 2022 Governance Leadership Academy. The JPIA pays all hotel and meal costs for the duration of the Academy. The only cost required to attend is the cost of travel to and from the Academy location.

If the budget amendment is approved tonight, staff will adhere to the City's Expense and Use of Public Resources Policy Statement which was updated on June 20, 2019. The policy is attached to the agenda item for reference.

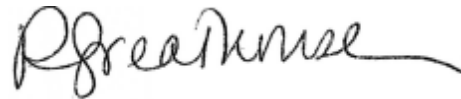
FISCAL IMPACT

The cost to attend the conference is estimated to be \$550.00, which will be paid from the City's anticipated Fiscal Year 2021-22 operating surplus.

ATTACHMENTS

1. Resolution
 2. Expense and Use of Public Resources Policy Statement-Final.6.20.19
 3. Budget Amendments FY22 as of 04.21.22
-

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.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A FISCAL YEAR 2021-2022 BUDGET AMENDMENT TO INCREASE THE TRAVEL BUDGET FOR COUNCIL MEMBER GARCIA-ARRAZOLA IN ORDER TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2022 GOVERNANCE LEADERSHIP ACADEMY

WHEREAS, The City Council of the City of Seaside adopted the fiscal year 2021-2022 budget on June 17th, 2021; and

WHEREAS, the fiscal year 2021-2022 adopted budget included line items for each council member travel costs in the amount of \$1,500.00; and

WHEREAS, Council Member Garcia-Arrazola has an opportunity to attend the California Joint Powers Insurance Authority 2022 Governance Leadership Academy; and

WHEREAS, Council Member Garcia-Arrazola has insufficient travel funds remaining in the budget to pay the cost of traveling to the California Joint Powers Insurance Authority 2022 Governance Leadership Academy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves a budget amendment to the fiscal year 2021-2022 budget appropriating \$550.00 from the General Fund to the City Council budget to fund the travel costs necessary for Council Member Garcia-Arrazola to attend the California Joint Powers Insurance Authority 2022 Governance Leadership Academy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of April 2022, 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
Expense and Use of Public Resources
Policy Statement
Updated June 2019**

I. Findings

Whereas, the City of Seaside takes its stewardship over the use of its limited public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials;
2. Participating in regional, state and national organizations whose activities affect the City;
3. Attending educational seminars designed to improve officials' skill and information levels; and,
4. Promoting public service and morale by recognizing such service.

Whereas, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and 3) daily meal expenditures must comply with the limits and reporting requirements of local, state and federal law.

Whereas, this policy provides guidance to elected and appointed officials that are members of the various legislative bodies of the City on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured.

Whereas, this policy satisfies the requirements of Government Code Sections 53232.2 and 53232.3.

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

Whereas, this policy also applies to any charges made to a City of Seaside purchasing card, cash advances or other line of credit.

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

II. Authorized Expenses

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state and national government on City-adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the City's interests;
4. Recognizing service to the City, e.g. a gift or celebration of a nominal value;
5. Attending City events;
6. City-related charitable events of a nominal value;
7. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.
8. Meals for persons with whom the official is conducting City-related business, not to exceed the daily maximum as set forth in §III (G) per person, and not including expenses for alcohol.
9. Family style food for Council Members during City Council meetings that begin and end over the duration of a meal period, when conducting city business.

All other expenditures, including international and out-of-state travel and expenses in

excess of the annual limits established for each office holder, require prior approval by the City Council at a public meeting.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip (including personal clothing);
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other non-city related cultural events;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline, car washes; and
6. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

III. Cost Control

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the City will be limited to the costs that fall within the guidelines, unless prior approval from the City Council is obtained at a public meeting.

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

B. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.csac.counties.org/default.asp?id=635>) and the State of California are presumed to be the most economical and reasonable for purposes

of reimbursement under this policy.

C. Automobile. To ensure the most economical mode of transportation is used, a City vehicle should be used when available. If it is not feasible to use a City vehicle, automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

D. Car Rental. Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelsmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

E. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

F. Lodging.

Lodging expenses at the single room rate will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1) Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

2) Other Lodging.

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the Internal Revenue Service per diem rates for a given area are presumed reasonable and hence reimbursable. If lodging rates exceed the IRS per diem rates, prior approval of the City Manager must be obtained.

G. Meals/ Incidentals

Meal expenses and associated gratuities (up to 15%) will be reimbursed at actual cost, not to exceed (amounts listed include gratuity)

Breakfast \$12.00

Lunch \$18.00

Dinner \$36.00

The City will not pay for alcohol/personal bar expenses.

Meals and incidental expenses on travel days will be reimbursed according to the following:

- Breakfast if leave worksite/home before 6AM
- Lunch if leave worksite/home before 10 AM (day of departure) or return to worksite/home after 2 PM (day of return)
- Dinner if return to worksite/arrive home after 8 PM

Incidental expenses include fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.

In accordance with the IRS, the City reimbursement policy is an accountable plan – reimbursements are not taxable. However, reimbursements of meals when travel does not have an overnight stay are deemed non-accountable and are subject to Federal and Medicare tax. The amount of non-accountable reimbursements will be recorded through payroll on a quarterly basis.

H. Telephone/Fax/Cellular/Internet

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for City related business.

I. Airport Parking

Long-term parking must be used for travel exceeding 24 hours.

J. Other

Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which City officials receive reimbursement from another agency are not reimbursable by the City of Seaside.

K. Family Care Expenses

Reimbursement for actual family care expenses incurred in the performance of official duties.

IV. Procedure for Authorization

To obtain approval for attending meetings, conferences or other events involving overnight accommodations, the following procedures must be followed:

1. Official must complete a "Travel Request Report and Payment Authorization Form" five (5) business days in advance. This request must be forwarded to the City Manager.
2. The City Manager will review all travel requests. An approved travel request will be forwarded to the Finance Department. Unapproved requests will be returned to the official.
3. The Finance Department will verify that funds are available and that the official has no outstanding Travel Expense Reports due from prior travel. If funds are not available or there are outstanding Travel Expense Reports, the request will be returned to the City Manager detailing the reason the request is being returned. If funds are available, the request will be processed.
4. After travel has been authorized, the hotel and training expenditures can be paid via check or Calcard. Meals and incidentals paid by traveler will be reimbursed upon return from travel.
5. Within ten (10) business days after returning from travel, the official must complete the Travel Expense Report in accordance with §VI below. The Travel Expense Report shall be submitted to the Department Head for review and approval of reimbursement. The Travel Expense Report shall be audited by the Finance Department for accuracy and proper receipts. The official shall be contacted to resolve any discrepancies.
6. Any meal expenditures that were paid by Calcard and exceed individual meal amounts must be returned to the City treasury within ten (10) business days of the official's return, along with an expense report and receipts documenting each meal in compliance with this expense policy.

V. Expense Report Content And Submission Deadline

All expense reimbursement requests must be submitted on an expense report form provided by the City.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

Officials must submit their expense reports within 10 business days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts detailed with actual items purchased, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event City Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

VI. Audits Of Expense Reports

All expenses are subject to verification that they comply with this policy.

VII. Reports To The Legislative Body

At the following City legislative body meeting, each official shall briefly report on meetings attended at City expense. If multiple officials attended, a joint report may be made.

VIII. Compliance With Laws

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

IX. Violation Of This Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) criminal prosecution for misuse of public resources.

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 04/21/2022

Operating Budget		Approval Date
Projected Surplus	\$ 4,093,106.00	3/15/2022
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcement Vehicle	(80,525.67)	11/4/2021
Façade Improvements	(150,000.00)	9/13/2021
Increase CSS grant	(105,459.00)	12/2/2021
Increase City Attorney - personnel budget	(16,721.75)	12/2/2021
Hdl - cannabis audit and consulting	(75,000.00)	12/2/2021
CA Consulting - Grant Writing Support	(60,000.00)	2/3/2022
Mid Year Adjustments	(2,229,997.00)	3/15/2022
CM Garcia-Arrazola additional travel request	(550.00)	pending

Running total surplus/ (deficit): \$ 1,249,825.58

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,266,836.00	3/15/2022
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Fire Station #1 improvements (paint, doors, etc)	(329,761.30)	12/16/2021
Del Monte Manor L.I.D. Improvement Project	(290,000.00)	pending
Less:		
Operating surplus/ (deficit)	1,249,825.58	

Running total, Unassigned Fund Balance: 11,148,313.28

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.W.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AMENDMENT NO.2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$45,661.00, AND APPROPRIATING \$50,227.10 FROM THE GENERAL FUND TO THE PROJECT

RECOMMENDATION

Adopt a resolution authorizing the City Manager to authorize amendment No. 2 to the professional service agreement with the Wallace Group to provide expanded Construction Management and Inspection Services for the Fire Station Upgrades Project for an amount not to exceed \$45,661.00, and appropriating \$50,227.10 from the General Fund to the Project.

BACKGROUND

The Fire Station Upgrades Project (Project) includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications, and new paint on the exterior of the building.

On June 17, 2021, Wallace Group (Wallace) entered into a professional services agreement with the City for project management services for the Project in the amount of \$24,500.00. Wallace developed the plans and technical specifications, compiled the bid documents, conducted a mandatory pre-bid site conference with potential bidders, prepared addendums, and summarized the bids.

On December 16th, the City Council awarded a construction contract to 101 Builders Inc. for an amount not to exceed \$679,572.00 including \$88,640.00 contingency, and approved a budget amendment for a revised project budget of \$795,761.00.

Construction of the Project requires daily oversight of the contractor. The City does not have the personnel resources to support the Project at this time. On January 6, 2022, the City Council awarded an amendment in the amount of \$41,689.00 including contingency to Wallace Group professional services agreement to provide construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractors' request for information, processing of change order requests, quantity calculations, progress estimates, daily inspections, site documentation, material testing coordination, and project close out.

The contractor is currently working on removal and abatement of asbestos containing material (ACM) coating that had failed and interior utility relocation. They are anticipating the ACM work will be completed by approximately April 29, 2022.

The Project work is being performed in phases to accommodate the delay due to long lead time for delivery of the equipment bay doors. The first phase is removal of ACM and defective siding, and relocation of utilities inside the building to accommodate the new bay doors. The first phase is expected to be completed on about May 6, 2022.

The removal of asbestos containing material (ACM) coating and siding on the Fire Station building exterior revealed several defects that need to be addressed to prevent future problems due to potential water intrusion into the building structure. In addition, the grinding of the exterior ACM coating caused some impact and deep swirl marks on the concrete surface below it. Wallace Group can retain Wald Ruhnke & Dost Architects LLP and Central Coast Civil & Structural Engineering, Inc. to provide architecture and structural services, respectively, as subconsultants under their contract. These services, and additional services outlined below, could be provided under amendment no. 2 to the existing contract with Wallace Group for an amount not to exceed \$45,661.00.

- Provide recommendations and specifications for the construction contractor to use when replacing existing defective construction, including replacing/repairing the structural damage at the front of the building.
- Additional Construction Meetings - The existing construction management scope includes six construction meetings. Wallace Group has facilitated thirteen construction meetings to date. The proposed professional services agreement amendment allows for thirty (30) additional construction meetings.
- Additional Coordination with Contractor - The existing construction management scope includes 177 hours of professional services. Wallace Group has expended approximately 110 hours to provide site inspections, manage submittals and RFIs from the contractor and provide additional oversight to ensure that the project is

being performed correctly for the unforeseen conditions: water damage, damage to structural elements, and finish to the building exterior. The proposed professional services agreement amendment allows for up to an additional 60 hours of professional services.

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 building and involves negligible or no expansion of use.

FISCAL IMPACT

At the December 16th meeting, the City Council approved a budget amendment revising the total project budget for the Fire Station Upgrades Project to \$795,761.00.

At the January 6, 2022 meeting, the City Council authorized the City Manager to execute an amendment to the professional services agreement with Wallace to perform construction management and inspection services for the Project for a not to exceed amount of \$41,689.00, and to approve an additional 10% of the contract amount for contingency bringing the total to \$45,858.00 for construction management and inspection services.

Amendment no. 2 to the professional services agreement with Wallace to perform expanded construction management and inspection services due to unforeseen conditions is for an amount not to exceed \$45,661.00. In addition, a construction agreement contingency of 10%, or \$4566.10, is required for expenses for additional unforeseeable issues that may arise during construction. Based upon the services necessary for the project and contingencies, an additional amount of \$50,227.10 is needed to complete the project, resulting in a revised project budget of \$845,988.10.

Additional construction will be needed to address the condition of the concrete surface after the ACM coating grinding, the water damage, and damage to structural members. Staff will request additional funds if these costs exceed the previously authorized construction funds.

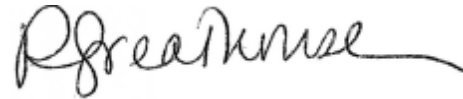
Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute amendment No. 2 (Attachment 2) to the professional service agreement with Wallace Group for an amount not to exceed \$45,661.00 to provide expanded construction management and inspection services for the Fire Station Upgrades Project, appropriating \$50,227.10 from the General Fund for the Project and amending the

Fiscal Year 2021/2022 budget.

ATTACHMENTS

1. Resolution
 2. Amendment No. 2
-

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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AMENDMENT NO. 2. TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$45,661.00, AND APPROPRIATING OF \$50,227.10 FROM THE GENERAL FUND TO THE PROJECT

WHEREAS, the Fire Station Upgrades Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Project includes the abatement of the exterior paint and texture coating, removal and dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications and new paint on the exterior of the building; and

WHEREAS, The 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 \$24,500.00 to develop project plans and technical specifications, and to perform project management services for the Project; and

WHEREAS, on December 16th, the City Council approved a budget amendment revising the total Project budget to \$795,761.00 and awarded a construction contract to 101 Builders Inc. to construct the Project; 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, on January 6, 2022, the Council approved an amendment to the professional services agreement with Wallace to perform construction management and inspection services for the Project from pre-construction through project closeout in the amount of \$41,689.00 including 10% contingency; and

WHEREAS, the removal of the asbestos coating material (ACM) coating and siding of the Fire Station building exterior revealed several defects that need to be addressed including finish to the concrete surface underneath the ACM coating, water damage, and damage to structural members; and

WHEREAS, the services of architect and structural engineering subconsultants are necessary and can be provided under the Wallace professional services agreement; and

WHEREAS, Wallace has expended a significant amount of hours of construction management and inspection services under their professional services agreement due to the several issues that have arisen during the construction to date; and

WHEREAS, Wallace submitted a proposal to perform expanded construction management and inspection services for the Project in the amount of \$45,661.00; and

WHEREAS, proposed scope of work and budget are reasonable and within the approved revised Project budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment no. 2 to the professional services agreement with Wallace Group to perform expanded construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$45,661.00; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments and extensions such that the full value of the amendment does not exceed \$50,227.00.

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 \$50,227.00 from the General Fund to the Fire Station Upgrades Project (344-8910-9556), such that the revised Project budget is \$845,998.10, and directs the Finance Director to make appropriate budget adjustments; and

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of April, 2022, 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 #2
PROFESSIONAL SERVICES
City of Seaside

Date: April 12, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

 06/17/2021

 Fire Station Upgrades 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 1, "Term."**

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement.

MODIFY the following text in **Section 2, "Services."**

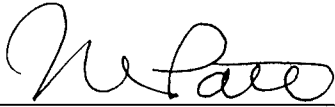
Consultant shall perform the tasks described and set forth in Exhibit A, A1 and A2 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1, and A2.

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, A1 and A2 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,500.00	\$41,689.00	\$45,661.00	\$111,850.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	365	June, 30, 2023

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	4-18-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Kari Wagner Principal	
Signature	Name and Title	Date

EXHIBIT A2

CONTRACT AMENDMENT

Project Name: City of Seaside Fire Station Upgrades	CA No. 02
Client Name: City of Seaside	Project/Phase No. 1284-0017-00600
Attention: Nisha Patel	Date: April 13, 2022
Address: 1635 Broadway Ave, Seaside, CA	

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 17, 2021. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

The removal of Asbestos Containing Material (ACM) coating and siding on the Fire Station building exterior revealed several defects that need to be addressed to prevent future problems due to potential water intrusion into the building structure. Wallace Group will retain Wald Ruhnke & Dost Architects LLP and Central Coast Civil & Structural Engineering, Inc. to provide architecture and structural details, respectively, for contractor use when replacing existing construction.

Wallace Group is also requesting a budget amendment to allow for the following:

- Additional Construction Meetings - The original project scope includes 6 construction meetings. The project is approximately 30% complete and WG has facilitated 12 construction meetings to date. This CA budget allows for thirty (30) additional up to 1-hour construction meetings.
- Additional Coordination with Contractor - The project scope includes 177 hours of professional services. The project is approximately 30% complete and WG has expended approximately 110 hours to provide site inspections, manage submittals and RFIs from the Contractor and provide additional oversight to ensure that the project is being performed correctly for the following unforeseen conditions.
 - Clearance issues with existing utilities to proposed bay doors
 - Water Damage
 - Damage to structural elements
 - Finish to building exterior after abatement

This CA budget allows for up to sixty (60) additional hours of professional services for addressing issues outlined above.

- Coordination with Consultants - The project scope did not anticipate water damage to the building. Wallace Group will provide oversight for the subconsultants to address water damage repairs. This CA budget allows for up to twenty (20) additional hours of professional services for coordinating with the subcontractors listed above.



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

EXHIBIT A2

**Revision(s) Represent:**

- ☐ a change in previous instructions
☒ a change in Scope of Services
☐ other:

Revision(s) Fee:

- ☐ hourly (time & materials) \$
☐ progress billing: \$
☒ not-to-exceed w/o authorization: \$45,661.00

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:

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

EXHIBIT A2

Wallace Group Team Resource Estimate for the Seaside Fire Station Improvments										
					BUDGET SUMMARY					
PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	SENIOR CONSTRUCTION INSPECTOR	PROJECT ASSISTANT III	WRD	CCC&SE	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL
		HRS	HRS	HRS	HRS	HRS	Cost	HRS	LABOR \$	COST \$
		RATE	\$238	\$145	\$117					
00600	CM - Construction	115	60					175	\$36,070	\$36,070
00601	WRD								\$5,000	\$5,000
00602	CCC&SE								\$3,340	\$3,340
	SUB-TOTALS	115	60					175		
	WALLACE GROUP LABOR COSTS	\$27,370	\$8,700							\$36,070
	WALLACE GROUP DIRECT COSTS									
	SUBCONSULTANT DIRECT COSTS				\$5,000	\$3,340				\$8,340
	DIRECT COSTS OVERHEAD @								15%	\$1,251.00
	TOTAL									\$45,661

Task Budgets may fluctuate within Overall Budget



2340 Garden Road
Suite 100
Monterey, CA
93940-5347
T: (831) 649-4642
F: (831) 649-3530
www.wrdarch.com

EXHIBIT A2

April 7, 2022

Rick Riedl
Principal Engineer
Wallace Group
201 John St., Suite H
Salinas CA 93901
831-772-5263

Re: Seaside Fire Department
1635 Broadway Ave, Seaside, CA 93955
WRD Project No: 22069

Wallace Group
EXHIBIT A

Dear Rick:

Thank you for allowing Wald, Ruhnke & Dost Architects, LLP (WRD) the opportunity to provide architectural and design services for the above referenced property. This proposal and the attached Terms and Conditions set forth our understanding of the nature and scope of the services to be performed and the fees we will charge for this service, as well as outline the responsibilities of the parties involved to ensure that WRD services are performed under mutually agreeable objectives.

PROJECT DESCRIPTION

Provide on behalf of Wallace Group architectural services related to the existing Fire Station building where elements are currently being removed and replaced in a Wallace Group led renovation project for the City of Seaside. Architectural services to include observation of existing conditions and the provision of architecture details for contractor use when replacing existing construction, including but not limited to, exterior and roof roofing, water resistant barrier, flashing, cladding and finish details. No architectural services related to the building interior is necessary. It is assumed all detailing will be generally for "replace in kind" work and drawing prepared by WRD will be issued as supplemental instruction by the Wallace Group and will not require review by the City.

EXCLUDED ITEMS

- Services other than identified above
- Structural or Mechanical Engineering
- Permit Drawings
- Government agency fees
- Reproductions / reimbursable expenses

FEE

The above services can be provided for the following fee:

Total: Hourly, not to exceed

\$5,000

EXHIBIT A2

ADDITIONAL SERVICES

Additional services can be provided at our billable rates in effect at the time services are rendered. (See attached rate sheet for our current rates.)

AGREEMENT TERMS

The following Terms and Conditions shall be incorporated into the architectural fee proposal and become effective upon proceeding with the Scope of Work. If you have any questions, please contact Lou Bartlett at (831) 649-4642.

Sincerely,
Wald, Ruhnke & Dost Architects, LLP



Henry Ruhnke
Principal

Mla

Approved by:

Client

Attachments

Date

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

Effective October 1, 2021

Office Personnel Hourly Rates:

Principals	\$240 - 260
Project Architects/Managers	\$190 - 200
Construction Managers	\$175 - 190
Job Captains	\$160 - 185
Interior Designers	\$160 - 175
CAD Technicians	\$140 - 150
Administrative Assistants	\$100 - 120

Specialty Services Hourly Rates:

Expert Witness	\$375
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EXHIBIT A2

Reimbursable Expenses:

Travel

Mileage	Current Federal Rate +15%
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In House Charges

B&W prints/copies - Letter/Legal	\$ 0.25 per page
B&W prints/copies - Ledger	\$ 0.65 per page
Color prints/copies - Letter/Legal	\$ 0.80 each
Color prints/copies - Ledger	\$ 1.65 each
Fax Charges	\$ 0.50 per page
Comb Binding /Binders	\$ 6.00 each

Printing & Plotting

Bond 24" X 36"	\$ 3.50 per sheet
Bond 30" X 42"	\$ 4.50 per sheet
Color 24" X 36"	\$10.00 per sheet
Color 30" X 42"	\$14.00 per sheet

Scanning

8½" X 11" - Letter/Legal	\$ 0.55 per sheet
11" X 17" - Ledger	\$ 0.55 per sheet
24" x 36"	\$ 8.50 per sheet
30" x 42"	\$12.50 per sheet

Other Charges

Consultant charges are billed at cost, plus fifteen (15%) percent.

Outside reproduction charges, government agency fees, postage, phone charges, travel, and related reimbursable expenses are billed at actual face value of the invoice, plus fifteen (15%) percent.

Staff travel time is billed at the office personnel hourly rates.

Fees subject to change

WALD, RUHNKE & DOST ARCHITECTS, LLP TERMS AND CONDITIONS

The following Terms and Conditions shall be incorporated into Wald, Ruhnke & Dost Architects, LLP's ("WRD") Fee Proposal and become effective upon proceeding with the Scope of Work:

1. WRD is an independent contractor and shall not be liable for the acts of Client or its agents in performing Work.
2. WRD's services and work product for the Project are intended for the sole benefit of Client and are not intended to create any third-party rights or benefits.
3. The services shall be performed in a manner consistent with that level of skill ordinarily exercised by other professional Architects for similar projects under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement or WRD's Work Product, opinion, or otherwise. Client understands and acknowledges that each project is different, and there will always be revisions and clarifications in plans and specifications as a project proceeds which may have cost and schedule impacts.
4. Neither party may assign any portion of this Agreement or any rights hereunder without the written consent of the other.
5. All tracings, calculations, and other original documents produced by WRD for the Project ("WRD's Work Product") are instruments of services and shall remain the property of WRD, except where by law or governmental requirement or prior agreement, all or some portion of WRD's Work Product becomes property of Client. Upon payment of WRD's fees and costs as provided in this Agreement, Client shall receive the limited right to use WRD's Work Product solely for the specific Project covered by this Agreement.

EXHIBIT A2

WRD # 22069

4/7/22

Page 4 of 5

6. In the event Client elects to reduce WRD's scope of services, Client hereby agrees to release, hold harmless, defend, and indemnify WRD from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.
7. Client and WRD agree that inspection, maintenance, and normal repair are the exclusive obligations of the owner of a structure. WRD shall have no responsibility for the inspection, maintenance, and normal repair of any portion of the Project, or for damages arising out of the failure to inspect, maintain, or repair the Project.
8. If Client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, WRD may, at any time and without waiving any other claim against Client and without incurring any liability whatsoever to Client or others, suspend or terminate this Agreement. Service charges of 1.5% per month shall accrue on all unpaid invoice amounts sixty (60) days after date of invoice unless prior arrangements have been made.
9. If Client objects to any portion of an invoice, Client shall notify WRD in writing within ten (10) calendar days of receipt of such invoice. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Service charges of 1.5% per month (18% annum) shall be paid by Client on all disputed invoiced amounts resolved in WRD's favor and unpaid for more than sixty (60) calendar days after date of submission. Client may not backcharge or withhold payment from WRD as an offset to damages or construction costs except to the extent the fees at issue were deficient. Payment is due regardless of suspension or termination of the Agreement by either party.
10. In the event legal action is necessary to enforce the payment provisions of this Agreement, WRD shall be entitled to collect from Client, in addition to any judgment or settlement sums due, all attorneys' fees, Court costs up to a maximum of Fifty Thousand Dollars (\$50,000) and expenses incurred by WRD in connection therewith and, in addition, the reasonable value of WRD's time and expenses spent in connection with such action, computed at WRD's prevailing fee schedule and expense policies. All such claims shall be adjudicated in the County of Monterey, State of California.
11. Client recognizes that contractor and subcontractors will be in control of the Project site and exclusively responsible for construction means, methods, schedule, and jobsite safety. Client shall require all contractors and subcontractors to defend, indemnify, and hold harmless Client and WRD from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by WRD's sole negligence or willful misconduct. In support of this obligation, Client shall require all contractors and subcontractors to include Client and WRD as additional insureds under its insurance policies applicable to the Project. WRD shall not be responsible for damages, losses, costs, or claims caused by contractors or subcontractors, except to the extent caused by WRD's sole negligence.
12. Where Client has directly retained other consultants, Client agrees that it shall not seek to hold WRD responsible for errors, omissions, or other wrongful acts of such other consultants except to the extent of WRD's proportionate responsibility for such claims, damages, or losses, or to the extent subconsultants' insurance and other resources are inadequate to respond to the claim. Client shall also require all such consultants to appropriate professional and general liability insurance.
13. WRD does not guarantee that proposals, bids, or actual costs will not vary from cost opinions, evaluations or studies prepared by WRD.
14. When applicable per the Scope of Work, Construction Support services performed by WRD shall be performed solely for the purpose of assisting in quality control and general conformance with contract drawing and specifications. By providing such services, WRD does not guarantee contractor's performance. Such services are not intended to create rights of or benefits to the contractor.
15. WRD shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site including, but not limited to, asbestos, asbestos products, PCBs or other toxic substances.
16. WRD agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed-upon schedule. WRD is not responsible for delays in Client's planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove WRD work promptly, by reason of delay or faulty performance by Client, other contractors or governmental agencies, or any other causes beyond WRD's reasonable control.
17. In the event of suspension of work on the Project, in excess of fifty (50) days, Client will be subject to a remobilization fee to reengage team members on the Project. This remobilization fee will be equal to 20% of the remaining fee on the contract.
18. Either WRD or Client may terminate this Agreement at any time, with or without cause, upon giving the other party ten (10) calendar days' prior written notice. Upon such termination, WRD shall submit a

EXHIBIT A2

WRD # 22069

4/7/22

Page 5 of 5

request for payment for all services rendered and all costs incurred up to the date of termination. Client shall, within ten (10) days of receiving WRD's request for payment, pay WRD's unpaid fees and costs in accordance with the compensation provisions of the Agreement.

19. Client shall indemnify, defend and hold WRD harmless from all claims, damages, losses and expenses (including reasonable attorneys' fees) arising from the Project, except to the extent such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of WRD, anyone directly or indirectly employed by WRD, or anyone for whose acts WRD is liable.
20. In recognition of the relative risks, rewards and benefits of the Project to both Client and WRD, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WRD, its employees and consultants, to Client and all others for any and all injuries, claims, losses, expenses, damages or claim expenses, including attorneys' fees and costs and expert witness fees and costs, arising out of this Agreement or the Project so that the total aggregate liability of WRD to Client and all others shall not exceed the lesser of Fifty Thousand Dollars (\$50,000) or the fee received to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000). It is intended that this limitation will apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Such causes include, but are not limited to, WRD's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
21. In no event shall WRD be liable for consequential damages including, without limitation, loss of use or loss of profits incurred by Client, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or nonprofessional.
22. This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
23. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be binding upon the parties.

EXHIBIT A2

CENTRAL COAST
CIVIL & STRUCTURAL
ENGINEERING, INC.

EXHIBIT A

536 Abrego Street
Monterey, California 93940

April 10, 2022

Wallace Group
Rick Riedl, PE
612 Clarion Court
San Luis Obispo, California 93401

Re: Proposal and Contract for Structural Engineering Services – Seaside Fire Department Beam Repair –
1635 Broadway Ave, Seaside, CA 93955 APN 012-653-001

Dear Rick:

We are pleased to present this proposal to prepare structural repair construction documents for the subject project. This proposal and acceptance represent the entire understanding between the parties concerning this project. The project consists of the below Scope of Work at the subject property in Seaside, CA.

SCOPE OF WORK

The scope of work for the Structural Repair is as follows:

Construction Documents

1. Site Visit
2. Structural Plans – Partial Roof & Wall Below Framing Plan, Structural Details
3. Structural Calculations – Gravity Design

TIME FRAME

The design work is estimated to be complete within 21 calendar days (3 weeks) of receipt of signed contract and 40% retainer (\$1,060) of the Total Design Fee (\$2,650).

EXHIBIT A2

SCOPE OF WORK AND FEES

The work to be completed under this proposal includes the following tasks:

TASKS		FEES	STRUCTURE
Construction Documents			
1.	Site Visit	\$265	FIXED
2.	Structural Plans	\$1,855	FIXED
3.	Structural Calculations	\$530	FIXED
Total Design Fee		<u>\$2,650</u>	
T&M			
4.	Time & Material Services: meetings, correspondence	\$530	NOT TO EXCEED
Reimbursable Services: fees, printing, shipping		Cost+10%	REIMBURSABLE

CONDITIONS

We are proposing to complete the design work as described above upon receipt of a signed contract and 40% retainer of the Total Design Fee. Invoices will be sent on a monthly or sooner basis, based on work completed. Reimbursable expenses (copies, postage, fees, etc.) will be billed at actual cost-plus ten percent. Time and Material (T&M) Services ('meetings' T&M task) will be billed at an hourly rate for time spent.

Changes to the design requested by the client after approval of initial layout will be considered extra work. The above Scope of Work doesn't include Permit Processing nor Structural Construction Observations. If extra work is requested or required, a separate proposal for the extra work will be prepared and submitted to the client for approval prior to commencing design on the extra work.

This proposal can only be modified with written signatures of both parties. In the event of conflict, full mediation process must be completed. In the event of litigation arising from this agreement, reasonable attorney's fees and court costs shall be paid to the prevailing party.

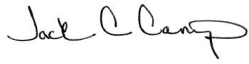
It is understood and agreed that Central Coast Civil & Structural Engineering, Inc. (CCCS Eng) invoices that are submitted to Wallace Group will be paid to CCCS Eng after Wallace Group is paid by their client.

Indicate acceptance of this proposal by signing and returning two signed originals to our office via USPS. Upon receipt, we will sign both and return one original set to you. Digitally signed or wet-signed and scanned acceptance can be substituted for mailed contract signatures.

EXHIBIT A2

Thank you for the opportunity to provide you with a proposal for this project. If you have any questions or require additional information, call me at your convenience. This proposal is good for 30 days.

Sincerely,



04/09/2022

Jack C Camp, PE
831-760-9944
jack@cccseng.com

Rick Riedl, PE

Date

612 Clarion Court
San Luis Obispo, California 93401
rickr@wallacegroup.com
831-392-5661

EXHIBIT A2

Central Coast Civil & Structural Engineering, Inc.

STANDARD RATES FOR SERVICES

1.0 PROFESSIONAL SERVICES

Principal Engineer.....	\$265/hour
Professional Engineer.....	\$225/hour
Designer.....	\$185/hour
Drafter.....	\$150/hour

2.0 REIMBURSABLE EXPENSES

The following expenses will be invoiced at direct cost plus ten percent 10%:

- A. Outside printing and reproduction of reports and drawings.
- B. Postage.
- C. Fees.

3.0 TIME & MATERIAL SERVICES

The following expenses will be invoiced at professional service rate:

- A. Deliveries to client. Meetings with client. Correspondence with client.
- B. Deliveries/submittals to building jurisdiction, client, or contractor.
- C. Meetings with the client, contractor, and/or City of Seaside Planning or Building Department.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nick Borges, Acting Police Chief

DATE: April 21, 2022

**SUBJECT: SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEASIDE ADOPTING A MILITARY EQUIPMENT
USE POLICY IN ACCORDANCE WITH AB 481 LAW
ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT,
AND USE (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION

Second reading of the proposed ordinance regarding the police department's acquisition and use of military equipment in accordance with State law (AB 481); and approve the military use policy.

BACKGROUND

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. Subsequently, California Government Code Sections 7070, 7071, and 7072 were adopted to codify the requirements set forth in AB 481. The text of AB 481 and the above-mentioned California Government Codes are attached to this Staff Report for reference.

AB 481 requires a law enforcement agency to obtain the approval of its governing body, through the adoption of a Military Equipment Use Policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The governing body for the City of Seaside is the City Council. The bill allows the City Council to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. AB 481 requires the City Council to annually review the ordinance and to either disapprove a renewal of the authorization for a type of military equipment or amend the military equipment use policy if it determines, based on an Annual Military Equipment

Report prepared by the law enforcement agency, that the military equipment does not comply with the above-described standards for approval.

California Government Code Section 7070 provides a list of types of equipment that are to be considered "Military Equipment" for purposes of compliance with AB 481 and the Government Code. While the Seaside Police Department does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use, it does possess some types of equipment that are listed in Section 7070. Additionally, the Seaside Police Department participates in a regional S.W.A.T. team, which possesses and utilizes additional types of equipment that qualify as "Military Equipment" according to the Government Code.

In order to comply with AB 481 and the California Government Code, the staff is recommending that the City Council review and introduce a new ordinance and approve the Police Department Military Use Policy.

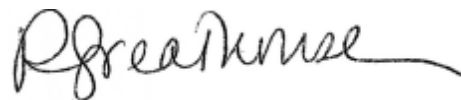
FISCAL IMPACT

Adoption of this Ordinance and policy has no fiscal impact.

ATTACHMENTS

1. AB 481
2. Ord AB 481
3. AB 481 Military Equipment

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) “Governing body” means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff’s department or a district attorney’s office, “governing body” means the board of supervisors of the county.

(b) “Law enforcement agency” means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff’s department.

(3) A district attorney’s office.

(4) A county probation department.

(c) “Military equipment” means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O

ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT: FUNDING, ACQUISITION, AND USE

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the proposed military equipment use policy, attached, is found within Seaside Police Department; and

WHEREAS, the Seaside Police Department Policy 710 meets the requirements of California Government Code section 7070, subdivision (d).

NOW, THEREFORE, the City of Seaside City Council hereby ordain as follows:

SECTION 1. FINDINGS.

Based on the entirety of the record as described above, the City of Seaside City Council hereby makes the following findings:

1. The military equipment identified in Seaside Police Policy 710 is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Seaside Police Department Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Seaside Police Department Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 2. CEQA.

The City Council hereby finds the draft ordinance does not involve the approval of a project because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. It is therefore exempt from the California Environmental Quality Act (CEQA) review. (Pub. Resources Code §21065; CEQA Guidelines §§15357, 15377, 15378).

SECTION 3. SEVERABILITY.

If any provision of this chapter, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this chapter, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this chapter are severable.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its final passage and adoption at a duly notice public hearing for the second reading of the proposed text repeal and text amendments.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this

Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the ____ day of _____ 2022, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held the ____ day of _____ 2022, 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

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Military Equipment

710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council of The City of Seaside.

Military equipment – Includes but is not limited to the following:

- **Unmanned, remotely piloted, powered aerial or ground vehicles.**
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- **Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- **Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.**
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- **Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.**
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- **Kinetic energy weapons and munitions.**
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

The above items in bold are the current recognized specialized "military equipment" purchased and used by the Seaside Police Department.

Seaside Police Department

Policy Manual

Military Equipment

710.2 POLICY

It is the policy of the Seaside Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is also the policy of the Seaside Police Department that there are legally enforceable safeguards, including transparency, oversight and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

The acquisitions of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

710.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Seaside Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Military Equipment

[See attachment: SSPD AB 481 List.pdf](#)

[See attachment: MPRSRU AB 481.pdf](#)

[See attachment: MPRSRU 2 AB 481.pdf](#)

[See attachment: MPRSRU 3 AB 481.pdf](#)

[See attachment: MPRSRU 4 AB 481.pdf](#)

[See attachment: MPRSRU 5 AB 481.pdf](#)

[See attachment: MPRSRU 6 AB 481.pdf](#)

710.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

710.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions providing aid to Seaside PD shall comply with their respective military equipment use policies. Seaside PD is a participating member of the

Seaside Police Department

Policy Manual

Military Equipment

Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with other law enforcement agencies on the Monterey Peninsula. MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. Seaside PD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may provide aid to Seaside PD. Military equipment owned by other jurisdictions that may be used by MPRSRU inside the City of Seaside's jurisdiction is listed in the above attachments of the Military Equipment Inventory. Seaside PD is authorized to use that military equipment in connection with MPRSRU activities/responses.

710.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

710.8 COMMUNITY ENGAGEMENT

The Police Department will hold two public meetings for transparency and public engagement.

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least two well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Within 60 days of submitting and publicly releasing the annual report, the Department shall schedule a meeting with the Community Safety Advisory Committee (CSAC), at which the Police Department should discuss the report and respond to questions regarding the funding, acquisition, or use of military equipment.

A complaint, concern or question related to Military Equipment utilization by the Seaside Police Department can be made through any of the below listed methods:

Email: mdoza@ci.seaside.ca.us

Web: <http://www.ci.seaside.ca.us/Faq.aspx?QID=172>

By phone: (831) 899-6748

By mail: Seaside Police Department; Attn: Military Equipment Use Coordinator; 440 Harcourt Ave Seaside, CA 93955

Attachments

SSPD AB 481 List.pdf

Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles California Government Code § 7070(c)(1)	
Type	Unmanned Aerial Vehicle
Description	Remotely piloted, unmanned aerial vehicle.
Quantity	1
Expended Lifespan	5 years
Manufacturer Description	The Mavic Pro Platinum features a sleek design and compact body that is both powerful and alluring. A new and improved 30-minute flight time coupled with 60% noise power reduction makes the Mavic Pro Platinum DJI's best portable drone yet.
Purpose and Authorized Uses	Vehicles are capable of being remotely piloted to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA
Required Training	Initial 4 hours of pilot training, plus 48 hours of training per year.
Compliance Mechanisms	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt M4 rifle.
Quantity	30
Expended Lifespan	10 years
Manufacturer Description	The Colt M4 Carbine is a Gas Operated Semi-Auto rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt M4 Carbine enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	Sworn members utilizing the Colt M4 Carbine are trained in their use by CA POST certified firearms instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt AR-15 A3 rifle.
Quantity	3
Expended Lifespan	10 years
Manufacturer Description	The Colt AR-15 A3 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt AR-15 A3 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Stag Arms STAG-15
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The Stag Arms STAG-15 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Stag Arms STAG-15 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$0.00
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Ammunition for AR-15/M4 rifles.
Description	SpeerLE Law Enforcement Gold Dot
Quantity	15,600
Expended Lifespan	1 years
Manufacturer Description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and Authorized Uses	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application.
Fiscal Impact	\$292.00 per case.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Shotgun
Description	Remington 870 Less Lethal Shotgun with orange stock and fore-end.
Quantity	4
Expended Lifespan	25 years
Manufacturer Description	The Remington Model 870 Pump Shotgun is a reliable 12-gauge with double-action bars for smooth pump operation. A steellined/grooved fore-end provides a stronger grip, while the Flexitab feeding system provides positive and easier cycling. A less-lethal application shotgun is available with the addition of a blaze orange synthetic SpeedFeed stock and fore-end for the instant recognition required.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$950 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1202 12 gauge fin stabilized kinetic energy projectile.
Quantity	21
Expended Lifespan	5 years
Manufacturer Description	The ALS1202 is a 12 ga. rubber finned projectile that is designed to be direct fired, producing blunt trauma and pain compliance.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1212 12 gauge stabilized kinetic energy projectile.
Quantity	20
Expended Lifespan	5 years
Manufacturer Description	The ALS1212T is a 12ga stabilized bean bag munition that is designed to produce blunt trauma and pain compliance. The bean bag is designed for exceptional flight ballistic stability to provide accuracy from smooth bore shotguns.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Launcher
Description	FN303 Less Lethal Launcher
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$1,699.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 Clear Impact Projectile
Quantity	900
Expended Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$314.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 OC Powder Projectile
Quantity	450
Expended Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$511.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	
Govt Code §7070(c):	(1) Unmanned, remotely piloted, powered aerial or ground vehicles
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team and Sheriff's Bomb Squad)
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5 years
Manufacturer's description:	Remotely operated land vehicles to support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection. Examples include, but are not limited to rovers, scout vehicles, and surveillance platforms. Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. Remotely piloted ground vehicles may be used to investigate and mitigate potential explosive devices. UAS/Drone/Arial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surviellance.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSRU SWAT Team provides internal training for staff members prior to allowing them to operate the ground vehicle equipment. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete training required by FAA COA.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). The Monterey County Sheriff's Office also provides the regional explosive mitigation team "bomb squad." This equipment is owned and operated by MPRSRU SWAT and the Monterey County Sheriff's Department. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT or the Monterey County Sheriff's Department if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	Capable of transporting personnel and equipment while providing them with armored protection. Also has a breaching apparatus that can be attached.
Expected lifespan:	10 years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property or law enforcement personnel. When deploying the vehicle one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community based events for the purpose of educating and familiarizing the public with its use and purpose.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario based training to include the decision making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Marina Police Department and utilized by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits. Although rare, it may also be used in Seaside at community events for educational and familiarization purposes.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Workhorse commercial van
Quantity (existing/sought):	1 (owned by SSPD and used exclusively for MPRSRU SWAT Team)
Capabilities:	Vehicles modified to facilitate the control and direction of public safety units.
Expected lifespan:	Unknown
Manufacturer's description:	Unavailable
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Workspace for commanding/supervising personnel during critical incidents. Also utilized for community outreach events such as National Night Out, Public Safety Outreach, etc.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$60,000
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSU SWAT Team provides internal training for staff members prior to allowing them to operate these vehicles. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT. This equipment could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Remington 870 Breaching Shotgun
Quantity (existing/sought):	1 (owned by SSPD and used for MPRSRU SWAT Team)
Capabilities:	Remington 870 12 gauge shotgun modified with pistol grip and barrel standoff designed for breaching doors or other points of entry.
Expected lifespan:	Unknown
Manufacturer's description:	The Remington Shotgun is milled from a single block of steel. The stock and fore grip are comprised of fiberglass-reinforced polymer with a rubber over-molding. This shotgun is a U.S.-made pump-action shotgun. The magazine tube holds 6 less-lethal rounds.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	A breaching shotgun can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and other breaching methods are determined to be ineffective. Shotgun breaching generally needs to be supported by exigent circumstances necessitating immediate access for public safety.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,500
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPDCOLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	37mm Less Lethal Launcher and Oleoresin Capsicum "OC" munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 37mm Less Lethal Launcher is capable of firing barricade penetrating "OC" rounds which disperse .02 ounces of OC powder into a defined space. These munitions are designed to dislodge barricaded subjects from confined areas.
Expected lifespan:	15 years
Manufacturer's description:	The Federal 37 mm Less Lethal Launcher. Is a single-shot break-open platform designed to fire 37mm less lethal oleoresin capsicum munitions.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 37mm Less Lethal Launchers and "OC" Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	MPD Policies - 404 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is owned and operated by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40mm Multi-Shot launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers. The 40mm launcher is available in both pump-action advance and single shot versions
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Sand City Police Department for use by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: April 21, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE 2022-2023 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION

Adopt a Resolution in order to:

1. Approve the FY2022-2023 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the FY2022-2023 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) within 60 days after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2022, whichever is earlier.

BACKGROUND

Each year, the City of Seaside (City) receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City announces the availability of CDBG program funds, the terms and conditions of awards, and requirements for the submittal of applications through a Notice of Funding Availability (NOFA). While the City receives CDBG funds on an annual basis, it operates the CDBG program under a two-year application and funding request cycle.

On December 1, 2021, the City issued a biennial [Notice of Funding Availability \(NOFA\)](#) to solicit applications for awards of CDBG funds for fiscal years 2022-2023 and 2023-2024. The NOFA was also published in the Monterey County Weekly on November 25, 2021. A mandatory pre-proposal conference was also conducted on December 10, 2021, to assist applicants with program regulations and project eligibility questions.

In response to the 2022-24 NOFA, the City received 6 public service and 6 public facilities and infrastructure project applications which were carefully reviewed by staff and the Community Development Advisory Committee (CDAC). Applications were then forwarded to the City Council for further consideration. A summary of the applications received and requested amounts is provided in the table below:

Agency Name	Program/Project	FY22/23	FY23/24
Greater Victory Temple	Afterschool Program	15,000	15,000
Legal Services for Seniors	Legal Services for Seniors	15,000	15,000
Meals on Wheels of Monterey Peninsula	Home Delivered Meals	20,000	20,000
Eden Council for Hope and Opportunity	Fair Housing Services	9,390	9,390
Gathering for Women - Monterey	Case Management	10,000	10,000
Girls Inc of the Central Coastal	Afterschool Program	15,000	15,000
Public Services Subtotal		84,390	84,390
City of Seaside Engineering Department	Cutino Park improvements	250,000	250,000
Community Human Services	Genesis House improvements	40,000	40,000
Boys and Girls Clubs of Monterey County	Seaside Clubhouse improvements	50,000	50,000
MPUSD, Monterey Adult School	Portable Rehab Phase II	55,000	--
Monterey Peninsula Unified School District	Community Mural	58,000	--
Meals on Wheels Monterey Peninsula	Automatic Flow Wrapping Machine	80,000	--
Public Facilities/Infrastructure Subtotal		533,000	340,000

DISCUSSION:

On March 17, 2022, the City Council considered CDAC's funding recommendations and approved CDBG funding allocations for fiscal year 2022-23 and fiscal year 2023-24 as follows.

Agency Name	Program/Project	FY22/23	FY23/24
Greater Victory Temple	Afterschool Program	13,152	13,152
Legal Services for Seniors	Legal Services for Seniors	13,152	13,152
Meals on Wheels of Monterey Peninsula	Home Delivered Meals	13,152	13,152
Eden Council for Hope and Opportunity	Fair Housing Services	9,390	9,390
Gathering for Women - Monterey	Case Management	10,000	10,000
Girls Inc of the Central Coastal	Afterschool Program	13,152	13,152
Public Services Subtotal		71,998	71,998

City of Seaside Engineering Department	Cutino Park improvements	250,000	250,000
Community Human Services	Genesis House improvements	40,000	40,000
Boys and Girls Clubs of Monterey County	Seaside Clubhouse improvements	50,000	50,000
Public Facilities/Infrastructure Subtotal		340,000	340,000
City of Seaside	CDBG Admin./Planning	68,002	68,002
GRAND TOTAL		480,000	480,000

The City Council approved the above allocations based on an estimated \$375,000 per fiscal year in CDBG funds and \$105,500 in program income. City staff estimated this based on the prior year CDBG allocation. City staff also anticipated that HUD would be announcing actual allocation amounts at the end of March or early April. However, HUD recently announced (Notice CPD-22-05) that it will announce actual allocation amounts on or around May 13, 2022. Because of this delay, HUD has instructed entitlement grantees to prepare Annual Action Plans based on estimates and to include “contingency provision” language explaining how it will adjust its proposed Plan to match its actual allocation amounts, once actual amounts become known.

Keeping in mind HUD guidance regarding contingency provision, staff recommend the City Council consider the contingency plan as outlined below. By including such contingency language, the City can avoid the need to make significant revisions to its Plan (beyond incorporating the final allocation amounts into the Plan and the SF-424 form). The City may also avoid the potential need to conduct additional citizen participation on a Plan that has to be significantly revised in order to reflect actual allocation amounts.

CONTINGENCY PLAN

The City will follow the following contingency plan in the event of a decrease or increase in actual CDBG allocation:

1) Public Services: In the event of a decrease or increase in the CDBG allocation, the City will maintain the current approved amount of funding for Eden Council of Hope and Opportunity and Gathering for Women, and will proportionally increase or decrease budgets of the Greater Victory Temple, Legal Services for Seniors, Meals on Wheels of Monterey Peninsula, and Girls Inc of the Central Coastal.

The total amount of funding for public service activities shall not exceed 15% of the actual allocation plus prior year program income.

2) Public Facilities and Infrastructure: In the event of a substantial decrease (i.e. \$30,000 or more than what is estimated) in actual CDBG allocation, the City will proportionately decrease the amounts for the three approved public facilities and infrastructure projects.

If the actual CDBG allocation is less than \$30,000 from the estimated amount, or if the actual allocation comes in higher than what is estimated, the City will maintain the City-Council approved funding allocations, which are as follows:

- 250,000 per year to the City of Seaside Engineering Department for the Cutio Park improvement project;
- \$40,000 per year to Community Human Services for the Genesis House facility improvements; and
- \$50,000 per year to the Boys and Girls Club of Monterey County for the Seaside Clubhouse improvements.

3) CDBG Program Administration and Planning: CDBG program administration budget will be proportionally adjusted in the event of a decrease or increase in actual allocation. The total amount of funding for program administration shall not exceed 20% of the actual allocation plus current year program income.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

On March 17, 2022, the City Council authorized staff to draft the Fiscal Year 2022-2023 Annual Action Plan and to make it available for public review and comment for a period of 30 days. The draft FY2022-23 Annual Action Plan was posted on the CDBG Program webpage on March 18, 2022 for public review. A Public Notice (in English and Spanish) regarding the proposed FY2022-23 Annual Action Plan was also circulated in the Monterey County Weekly on March 17, 2022. The City allowed for a 30-day public comment period which began on Monday, March 21, 2022 and will end on Wednesday, April 20, 2022. All public comments received during the 30-day public review period or at the public hearing will be incorporated into the FY2022-23 Annual Action Plan and submitted to HUD.

ENVIRONMENTAL REVIEW

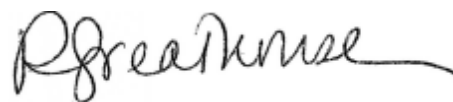
For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting in itself is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under CEQA, HUD and NEPA regulations have been satisfied for each particular project.

FISCAL IMPACT

ATTACHMENTS

1. 2022-23 CDBG AAP Resolution
2. CPD Notice 22-05
3. 2022-2023 Annual Action Plan - Draft

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. 22-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE 2022-2023 ANNUAL ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2020-2024 Five-Year Consolidated Plan; and

WHEREAS, the City of Seaside operates its CDBG program under a two-year application and funding cycle; and

WHEREAS, on December 1, 2021, the City posted and published a Notice of Funding Availability (NOFA); and held a Mandatory CDBG Funding Workshop for the 2022-2024 funding cycle; and

WHEREAS, on December 10, 2021, held a Mandatory CDBG Funding Workshop for the 2022-2024 funding cycle; and

WHEREAS, on January 10, 2022, the City received six public services applications and six public facilities and infrastructure applications; and

WHEREAS, on February 10, 2022, February 16, 2022, February 17, 2022, and February 24, 2022, the Community Development Advisory Committee (CDAC) convened public meetings to discuss applications and recommend funding allocations to the City Council; and

WHEREAS, on March 17, 2022, the City Council considered the recommendations of CDAC, approved funding allocations for projects and activities for a two year cycle covering both program years 2022-23 and 2023-24, and directed staff to prepare the draft 2022-2023 Annual Action Plan using contingency provisions to make adjustments once the grant award is announced, per HUD's recommendation; and

WHEREAS, on March 18, 2022, the City posted the draft 2022-2023 Annual Action Plan on the CDBG Program webpage and circulated a notice of public review and public hearing in the Monterey County Weekly; and

WHEREAS, the City allowed for a 30-day public review and comment period from March 21, 2022 to April 20, 2022; and

WHEREAS, on April 21, 2022, the City held a public hearing and approved the 2022-2023 Annual Action Plan; and

WHEREAS, the 2022-2023 Annual Action Plan encapsulates the third year of the 2020-2024 Consolidated Plan and has been prepared to implement the strategies contained in the Five-Year Consolidated Plan; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2022-2023 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked "Exhibit A" and made a part hereof, is hereby approved with authorization to update according to the contingency provisions, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD within 60 days after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2022, whichever is earlier. The 2022-2023 Seaside City Budget should include the actual allocations as well as any previous year's CDBG funding still available for expenditure via encumbrment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Special Attention of:

All CPD Division Directors

HUD Field Offices

HUD Regional Offices

All CDBG Grantees

All HOME Participating Jurisdictions

All HTF Grantees

All ESG-Grantees

All HOPWA (Formula)-Grantees

NOTICE: CPD-22-05

Issued: March 25, 2022

Expires: August 16, 2022

Cross Reference: 24 CFR Part 91

Subject: Guidance on Submitting Consolidated Plans and Annual Action Plans
for Fiscal Year (FY) 2022

Purpose:

The purpose of this Notice is to instruct all Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) formula grantees on the timing of submission of FY 2022 Consolidated Plans and Action Plans. Grantees and HOME participating jurisdictions (PJs) should not submit their Plans until the actual grant amounts have been determined and announced by HUD. In addition, this Notice provides:

1. Instructions to grantees/PJs under each of the above programs regarding the application of a waiver and CPD program flexibility to meet the consolidated planning citizen participation requirements for the submission of FY 2022 Consolidated Plans and Action Plans;
2. Instructions to grantees/PJs under each of these programs regarding costs incurred prior to execution of a grant agreement; and
3. Information for Entitlement CDBG grantees and HOME PJs about waivers being made available to certain grantees/participating jurisdictions to assist in the implementation of the pre-award costs instructions.

These provisions apply equally to grantees' 3-to 5-year Consolidated Plans as well as to annual Action Plans (either as a stand-alone document or as a component of the overall Consolidated Plan submission).

Notes regarding applicability:

This Notice uses the term “grantee” generically, to also include HOME PJs, except where the term appears in discussions explicitly limited to one of the other covered funding programs. Provisions of this Notice covering the Entitlement CDBG program also apply to Insular Areas grantees and CDBG nonentitlement county grantees in Hawaii, as the Entitlement CDBG program regulations also apply to their CDBG funds.

Background:

Pursuant to 24 CFR 91.15(a)(1), each grantee should submit its Consolidated Plan to HUD at least 45 days before the start of its program year. The earliest date on which HUD will accept a Consolidated Plan or Action Plan submission for FY 2022 funding is November 15, 2021; and the latest submission deadline is August 16, 2022. HUD needs time to compute grantees’ allocation amounts for the programs covered by the Consolidated Plan, which will be made available on or around May 13, 2022.

According to 24 CFR 91.500(a), a Plan will be deemed approved 45 days after HUD receives the Plan, unless HUD notifies the jurisdiction before that date that the Plan is disapproved. In past years, HUD typically did not disapprove a Plan solely because it was based on estimated allocation amounts. As a result, a Plan submitted by a grantee before its allocation amounts were announced typically received automatic approval, even though the Plan did not list the grantee’s actual allocation amounts.

This practice resulted in significant additional work for both HUD and grantees. After the actual allocation amounts were announced, a grantee had to submit a revised, re-signed SF-424 form listing the actual allocation amounts for each of its grants. In many cases, the grantee had to make additional changes to amend its Plan to reflect its actual allocation amounts, which may have triggered a substantial amendment under 24 CFR 91.505, depending on the grantee’s citizen participation plan process. For FY 2022, HUD will not execute a grant agreement with a grantee until HUD has received a Plan (or an amended Plan) which incorporates the actual allocation amounts a grantee is to receive for FY 2022.

Procedures for Submission of FY 2022 Consolidated Plans and Action Plans by Grantees with Early Program Year Start Dates:

HUD is issuing the following procedures to govern the submission and review of Consolidated Plans and Action Plans for FY 2022 funding prior to computation of FY 2022 allocation amounts. These procedures will apply to any grantee whose normal Consolidated Plan/Action Plan submission deadline (45 days before the start of the program year) falls either before, or less than 60 days after, the date HUD announces FY 2022 allocation amounts for CDBG, ESG, HOME and HOPWA funding. (See Section II. for a discussion of the timing of HTF allocations.)

Congress passed HUD’s FY 2022 appropriations in Public Law 117-103, otherwise known as the Consolidated Appropriations Act, 2022. The text is available at <https://www.congress.gov/bill/117th->

Note: These procedures will not apply to grantees whose normal Consolidated Plan/Action Plan submission deadline is more than 60 days after HUD announcement of FY 2022 allocation amounts; those grantees should have sufficient time to revise their Plans to match actual allocation amounts prior to the due date for their Plan.

I. Submission Dates for FY 2022 Consolidated Plans/Action Plans for CDBG, ESG, HOME, HOPWA

Grantees are advised not to submit their Consolidated Plan/Action Plan until after the FY 2022 allocations have been announced. Grantees due to submit a new 3- to 5-year Consolidated Plan in FY 2022 should refrain from submitting the overall Consolidated Plan as well as the FY 2022 Action Plan contained within the overall document. HUD cannot complete its review of the overall Consolidated Plan components independent of the current year's Action Plan component. Once HUD informs grantees of their FY 2022 funding allocation amounts, each grantee should, prior to submission, ensure that the actual FY 2022 allocation amounts are reflected in the form SF-424, in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). It may be necessary for a grantee to revise its Action Plan before submission to HUD.

A grantee whose normal Consolidated Plan/Action Plan submission deadline is less than 60 days from the date that HUD announces FY2022 allocation amounts may delay submission of its Consolidated Plan or Action Plan to HUD until 60 days after the date allocations are announced. This delay will give a grantee time to revise its Action Plan to incorporate actual allocation amounts, and to conduct any additional citizen participation, if necessary.

For example, if HUD were to announce the FY 2022 allocation amounts to grantees on May 10, 2022:

- For grantees with January 1 - June 1 program year start dates, their normal plan submission date would have been before the date that HUD announced allocation amounts. These grantees would be able to postpone submission of their Consolidated Plan/Action Plan until July 11, 2022.
- For grantees with July 1 and August 1 program year start dates, their normal Plan submission date would be less than 60 days after HUD's announcement of allocation amounts. These grantees would also be able to postpone submission of their Consolidated Plan/Action Plan until July 11, 2022.
- Grantees with September 1 - October 1 program year start dates would have more than 60 days between the date of announcement of allocations and the normal submission deadline for their Consolidated Plan/Action Plan. These grantees would be expected to submit their Plan on time.

Under no circumstances, however, may a Consolidated Plan/Action Plan be submitted to

HUD later than August 16, 2022. Failure to submit an Action Plan for FY 2022 by August 16, 2022, will result in the automatic loss of FY 2022 CDBG funds to the grantee. This requirement is established by statute, and HUD cannot waive the August 16 submission deadline. Funding under other CPD formula programs are not subject to this deadline but, since virtually all CPD formula grantees receive CDBG funding, the CDBG submission requirement effectively establishes the deadline for submission of Action Plans.

The regulations, at 24 CFR 91.15(a)(1), state that "...each jurisdiction should submit its Consolidated Plan at least 45 days before the start of its program year." HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2022 Action Plans. This provision does not prohibit a grantee from submitting a Plan in the eCon Planning Suite after that time. It is not necessary for an affected grantee to request an exception to its normal Action Plan submission date under 24 CFR 91.15(a)(1), nor is it necessary for a field office to grant an exception to the Action Plan submission deadlines, under 24 CFR 91.20, in order to implement the procedures in this Notice.

II. Submission Process for the Housing Trust Fund (HTF) Program

HTF is an affordable housing production program to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low-income and very low-income families. See 24 CFR part 93. HTF is a formula grant program for states, as defined in 24 CFR part 93.

The HTF regulation at 24 CFR 93.100 requires each state to include its HTF allocation plan in its consolidated plan submissions, in accordance with 24 CFR part 91. 24 CFR 91.320(k)(5) requires that this information be provided in an HTF grantee's annual Action Plan. 24 CFR 91.320(k)(5) provides the requirements for the HTF allocation plan, including that the plan describes the method for the distribution of the HTF funds, and establishes the application requirements and criteria for selecting applications. 24 CFR 91.220(l)(5) also requires a local jurisdiction that receives a subgrant of HTF funds from the state to include a HTF allocation plan in its annual Action Plan that describes the distribution of the HTF funds, and establishes the application requirements and the criteria for selection of applications submitted by eligible recipients that meet the jurisdiction's priority housing needs. Due to the timing of the publication of HTF allocations and the selection process of HTF grantees, the local jurisdiction may need to amend its annual Action Plan to include an HTF allocation plan.

The timing of the HTF allocations is different from other CPD formula programs (CDBG, HOME, HOPWA, and ESG) because the source of funding is through mandatory set-aside amounts from the Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac) rather than Federal appropriations. The earliest HUD expects to publish the HTF allocations is April 2022. If HTF allocations are not published before a state submits its Consolidated Plan/Action Plan, a state may submit its Consolidated Plan/Action Plan for the other CPD formula programs, then submit its HTF allocation plan as a substantial amendment to its annual Action Plan after the HTF allocations are published.

III. HUD Review of Consolidated Plans/Action Plans

HUD will review a Consolidated Plan/Action Plan in accordance with 24 CFR 91.500(b). The 45-day review period will begin whenever the eCon Planning Suite submission or original executed SF-424, certifications and applicable assurances (SF 424B and SF 424D, as applicable) are received by the field office, whichever is later. HUD will disapprove as substantially incomplete any Consolidated Plan or Action Plan covering FY 2022 funding that does not reflect actual CDBG, HOME, ESG and HOPWA allocation amounts on the form SF-424(s), in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). A grantee whose Action Plan is disapproved for this reason is advised to resubmit a revised Plan after HUD has announced the actual FY 2022 allocation amounts, and after the grantee has incorporated the actual allocation amounts into its Plan. The HTF allocation must be included if the HTF allocations are published before the grantee submits its Consolidated Plan or Action Plan. (See Section II.).

24 CFR 91.500(b) states that HUD may disapprove a Plan or a portion of a Plan if it is inconsistent with the purpose of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12703), if it is substantially incomplete, or, in the case of a CDBG certification under §91.225(a) and (b) or §91.325(a) and (b), if it is not satisfactory to the Secretary in accordance with §570.304, §570.429(g), or §570.485(c). The following are examples provided in §91.500(b) of substantially incomplete Plans:

- (1) A Plan developed without the required citizen participation or the required consultation;
- (2) A Plan that fails to satisfy all the required elements in 24 CFR Part 91, as reflected in the eCon Planning Suite. This includes when the grantee has not provided a final statement of community development objectives and the projected use of funds;
- (3) A Plan for which a certification is rejected by HUD as inaccurate, after HUD has inspected the evidence and provided due notice and opportunity for comment; and
- (4) A Plan without a description of the manner in which the unit of general local government or state will provide financial or other assistance to a public housing agency if the public housing agency is designated by HUD as “troubled.”

24 CFR 91.500(d) states that “(t)he jurisdiction may revise or resubmit a Plan within 45 days after the first notification of disapproval.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2022 Consolidated Plans/Action Plans. This provision does not prohibit a grantee from re-submitting a Plan after that time period.

24 CFR 91.105(c), 91.115(c) and 91.505 require a grantee to comply with citizen participation requirements when it undertakes a substantial amendment to an approved Plan. A Plan that has been disapproved by HUD is, by definition, not an approved Plan. When a grantee’s Plan is disapproved by HUD, the Consolidated Plan regulations do not require a grantee to undertake further citizen participation on the changes the grantee makes before re-submitting the Plan. A major exception to this, however, would be if the reason for disapproval involved the grantee’s failure to fulfill citizen participation requirements. 24 CFR 91.500(b) identifies a plan that was

developed without the required citizen participation or the required consultation as an example of a consolidated plan that is considered substantially incomplete. However, as noted in this Notice, there are circumstances in which a grantee may need to make major revisions to a disapproved Plan, which could trigger further citizen participation efforts. A grantee with a disapproved Plan should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its Plan, prior to re-submission of the revised Plan.

IV. Development of Proposed Action Plans and Citizen Participation During the Interim

When electing to use the waiver of citizen participation requirements provided in Attachment A, a grantee has several options regarding fulfilling its citizen participation obligations while waiting for HUD to announce FY 2022 allocation amounts:

- a. A grantee may conduct citizen participation on its draft Plan (with estimated funding amounts) according to its normal timetable and citizen participation procedures. The waiver set forth in Attachment A of this Notice provides that for as long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, a grantee may hold virtual public hearings in lieu of in-person public hearings to meet its citizen participation requirements for the development of its FY 2022 Consolidated Plan, Annual Action Plan, and any substantial amendments thereto or to prior year plans. Consultation requirements outlined at 24 CFR 91.100 require grantees to consult with organizations that represent protected class members, organizations that enforce fair housing laws, as well as PHAs. Fair housing requirements cannot be waived.

HUD cautions grantees that the expedited citizen participation procedures detailed in Federal Register Notice FR-6218-N-01, *Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs*, and elsewhere have not been included in this waiver. Citizens must be given 30 days to comment on the FY 2022 Consolidated Plans, Action Plans and substantial amendments to those Plans.

A grantee pursuing this option should make clear that the funding levels shown in the draft Plan are estimated amounts. In addition, the grantee should include “contingency provision” language in its Action Plan which explains how it will adjust its proposed Plan to match its actual allocation amounts, once actual amounts become known. By including such contingency language, a grantee can avoid the need to make significant revisions to its Plan (beyond incorporating the final allocation amounts into the Plan and the SF-424 form). The grantee may also avoid the potential need to conduct additional citizen participation on a Plan that has to be significantly revised in order to reflect actual allocation amounts.

Examples of contingency provisions include:

- A Plan could state that all proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

- A grantee could express its budget in terms of percentages of the allocation to be budgeted to each planned activity, along with the grantee's current estimate of how many dollars that equates to for each activity. [For example, regardless of what the final allocation amounts are, the United Interfaith Street Outreach Program will receive 22 percent (currently estimated to be approximately \$38,000) of the grantee's total ESG allocation, and the Tenant-Based Rental Assistance activity will receive 10 percent (currently estimated to be about \$68,750) of the HOME allocation.]
- A Plan could state that any increase or decrease in funding to match actual allocation amounts will be applied to one or more specific activities (e.g., any increase or decrease relative to the grantee's estimated allocation amount will be applied to the single-family housing rehabilitation grant program).
- A Plan could list its proposed activities in priority order and indicate that the East Side Sidewalk Replacement activity listed in the plan is a "backup" activity that will be funded only if sufficient CDBG funding exists; or conversely, if the grantee's actual allocation is less than estimated, the East Side Sidewalk Replacement activity will not be funded in FY 2022.
- A Plan could state that, should the actual allocation amount exceed the grantee's estimate, the grantee will increase the Uptown Sewer Separation activity budget and will extend the service area block-by-block along the 600-900 blocks of Cherry Street, based on the amount of additional funding available.

A grantee may include these or other comparable provisions singly or in any combination to meet its needs. A grantee may adopt a different contingency approach for each of the programs covered by this Notice (CDBG, ESG, HOME, HOPWA and HTF).

- b. Alternatively, a grantee may prepare a proposed Action Plan according to its normal timetable, but wait until actual allocation amounts are known before undertaking citizen participation actions. As noted and set forth in the attached waiver memorandum (ATTACHMENT A), for as long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, CDBG, ESG, HOME, HTF, and HOPWA grantees, and units of general local government receiving CDBG funds from state or insular area CDBG grantees may hold virtual public hearings in lieu of in-person public hearings to meet citizen participation requirements. Once allocation amounts are announced by HUD, the grantee will need to update relevant sections of its Plan (such as the listings of resources and objectives, and the description of activities or the state's method of distribution) to reflect actual allocation amounts before conducting citizen participation. All grantees intending to incur pre-award costs under the programs covered by this Notice should be aware that this option will not be available to them, as citizen participation requirements must be met before pre-award costs are incurred. (See Section V. below.)

HUD has developed these procedures to minimize disruption to grantees and to minimize duplication of effort by grantees. A grantee that does not follow either option a. or b. above (i.e., the grantee undertakes citizen participation according to its normal timetable, based solely on estimated funding levels, and the Plan does not contain any contingency language on how the final Plan will be adjusted to match actual allocation amounts) runs the risk of increasing its own work obligations and costs. The grantee will still be required to update its Plan to incorporate actual allocation amounts before submission to HUD. Depending on the requirements contained within the grantee's citizen participation plan, the grantee may need to undertake additional publication and citizen participation processes based on the difference between its actual allocation amounts and the estimated amounts in its proposed Action Plan, and based on how the grantee plans to adjust its proposed activities in order to match its actual allocation amounts. Local policies and procedures may also require the grantee to obtain re-approval of the revised Plan from its legislative body or authorizing officials.

A draft Plan that has not yet been submitted to HUD is not an approved Plan. A draft Plan must be revised in accordance with the grantee's citizen participation requirements, which may not be the same as a grantee's citizen participation requirements for a substantial amendment to an approved Plan. A grantee that delays its Plan submission should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its Plan, prior to its submission.

States and Entitlement communities that also administer CDBG disaster recovery (CDBG-DR) and CDBG mitigation (CDBG-MIT) grants are advised to consult the applicable *Federal Register* notices that require the incorporation of these grants into Consolidated Plans within a specified period following the award of these grants. Grantees should consult guidance on this process here: https://www.hud.gov/program_offices/comm_planning/cdbg-dr/news/consolidated-plan-updates-2022-02

V. Pre-Award Costs

A. General Provisions Applicable to All Consolidated Plan Programs

Special attention must be paid to situations in which a grantee wishes to incur costs prior to grant award. For example, under certain programs, a grantee may want to execute annual renewals of agreements with social service providers in order to prevent interruption of social services. The annual performance cycle of these agreements might normally begin after the grantee's official program year start date but, under this Notice the grantee cannot even submit its Action Plan until after the date that the agreements need to be executed. Thus, the timing instructions in this Notice may cause some program costs to be classified as pre-award costs where they would otherwise not have been.

The government-wide Uniform Administrative Requirements, Cost Principles and Audit Requirements regulation, at 2 CFR Part 200, contains language concerning agency approval of pre-award costs. The language at 2 CFR 200.458 applies to any program that does not have its own separate provisions concerning authorization of pre-award costs:

§ 200.458. Pre-award costs. Pre-award costs are those incurred prior to the effective date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.

The ESG, HOPWA and HTF program regulations do not contain program-specific language establishing pre-award cost requirements for those programs; the CDBG and HOME program regulations do contain pre-award cost requirements unique to those programs. (However, the HOME requirements apply only to certain types of pre-award costs.) The following guidance applies to all five programs. Additionally, guidance unique to each separate program is provided below.

The Part 91 Consolidated Plan regulations make distinctions between a “proposed Plan” and “a Plan.” Most notably, 24 CFR 91.105(b) and 91.115(b) describe the citizen participation requirements for a grantee’s proposed Plan. For purposes of this Notice regarding pre-award costs, HUD considers a grantee’s Plan to have moved from being “a proposed Plan” to being “a Plan” once a grantee has completed the publication, public hearing and public comment requirements at 24 CFR 91.105(b)(2), (3) and (4) or 91.115(b)(2), (3) and (4), and has developed its written summary of comments received pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5).

To minimize additional workload on grantees and HUD field offices, this Notice establishes the following procedures implementing the 2 CFR 200.458 requirements cited above. This Notice provides conditional HUD approval of pre-award costs, contingent on the availability, requirements, and authorized uses of FY 2022 appropriations, if and when the following actions have been completed and documented by the grantee:

1. The grantee documents that the costs incurred prior to grant award are necessary for efficient and timely performance of the activity in question.
2. The grantee documents that the costs are for eligible activities under the regulations for the applicable funding program;
3. The grantee documents that it has complied with all other requirements for pre-award costs under the regulations for the applicable funding program or as described below;
4. The activity for which costs will be incurred is included in a Consolidated Plan/Action Plan;
5. The grantee documents completion of its citizen participation process by including in its files a written, dated summary of citizen participation comments received on its Plan, pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5) as applicable;

For CDBG, HOME, ESG, and HOPWA grantees, before committing to use funds to reimburse each pre-award cost, the recipient must either make a written determination that the pre-award cost is for an activity that is exempt from environmental review or categorically excluded and not subject to review under related environmental laws and authorities under 24 CFR part 58 or verify that the applicable environmental review has been completed and a Request for Release of Funds has been approved in accordance with 24 CFR Part 58, if applicable. Environmental regulations at 24 CFR 58.22 prohibit recipients and any other participant in the development process from committing HUD or non-HUD funds to a project until the environmental compliance review process has been successfully completed or until receipt of the Authority to Use Grant Funds, if applicable. In addition, until the environmental compliance review process has been successfully completed or until receipt of the Authority to Use Grant Funds, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Until the environmental review process is complete, neither federal nor non-federal funds will be expended or committed to a project to be assisted under these funding programs

If the grantee's files contain all other necessary documentation supporting the costs (described below for each program), the date of HUD approval for pre-award costs is the date of the written summary of citizen participation comments, or the grantee's program year start date, whichever is later.

Note: Pre-award costs are incurred at the grantee's own risk because reimbursement is contingent upon the availability of appropriated funds for FY 2022 in addition to the applicable conditions in this Notice. Any commitments or expenditures incurred by the grantee in excess of the funds provided by the grant and authorized under the applicable FY2022 appropriations law would be the responsibility of the grantee to pay out of non-federal funds.

B. Specific Provisions: Entitlement CDBG Program

The Entitlement CDBG program regulations specify, at 24 CFR 570.200(h), the situations under which a grantee may be reimbursed for costs incurred prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 570.200(h) defines the effective date of a grantee's agreement as the grantee's program year start date or the date that the Consolidated Plan/Action Plan is received by HUD (whichever is later). Under the provisions of this Notice, a grantee's Plan may not be submitted to (and thus received by) HUD until several months after the grantee's program year start date. This may negatively affect grantees' ability to incur pre-award costs.

Therefore, to assist affected grantees with pre-award costs, HUD has waived 24 CFR 570.200(h) in accordance with the attached memorandum (ATTACHMENT B) to

allow the effective date of a grantee's FY 2022 grant agreement to be the earlier of the grantee's program year start date or the date that the Consolidated Plan/Action Plan (with actual allocation amounts) is received by HUD. This waiver is applicable to any Entitlement CDBG grantee seeking to incur pre-award costs, whose Action Plan submission is delayed past the normal submission date in accordance with the terms of this Notice. An affected community applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. Grantees' authority to make use of this waiver is only in effect until August 16, 2022, as that is the last date that a grantee may submit its FY 2022 Action Plan.

2. 24 CFR 570.200(h)(1)(i) requires that the activity for which the costs will be incurred must be included in a Consolidated Plan/Action Plan prior to the costs being incurred; grantee compliance with steps 4 and 5 under the general pre-award cost provisions stated in paragraph V.A. above will meet that requirement. However, grantees must also comply with §570.200(h)(1)(ii), which further specifies that the Plan must advise citizens of the extent to which the pre-award costs will affect future grants. CDBG grantees intending to incur pre-award costs are cautioned that option b. described in Section IV above is not likely to be a feasible alternative for them. HUD advises any Entitlement CDBG grantee intending to incur pre-award costs to follow the process described in Section IV. a. above; in doing so, the grantee will need to ensure that it has met the citizen participation and notification requirements above.
3. Pursuant to § 570.200(h)(1)(iii) and § 570.604, the costs and corresponding activities must comply with the environmental review requirements at 24 CFR Part 58.

C. Specific Provisions: HOME Program

The HOME regulations specify situations under which a grantee may be reimbursed for costs incurred prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 92.212(b) defines the effective date for incurring administrative and planning costs to be charged to the HOME allocation as the beginning of the PJ's consolidated program year or the date that the Consolidated Plan is received by HUD (whichever is later). In order to account for the delay in Federal appropriations, this Notice allows impacted PJs to postpone the submission of their Action Plans until several months after their program year start dates. This may negatively affect a PJ's ability to incur planning and administrative pre-award costs. Therefore, HUD has waived 24 CFR 92.212(b) to the extent necessary to permit eligible pre-award costs to be incurred as of the beginning of the program year or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is earlier.
2. Attachment B contains the HUD memorandum authorizing this waiver. This waiver is applicable to any HOME PJ seeking to incur pre-award administrative and planning

costs, whose Action Plan submission is delayed past the normal submission date because of the delayed enactment of FY 2022 appropriations for the Department. An affected PJ applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. A PJ's authority to make use of this waiver is only in effect until August 16, 2022, as that is the last date that a grantee may submit its FY 2022 Action Plan.

3. Pursuant to 24 CFR 92.212(a) and 24 CFR 92.352, the costs and corresponding activities must comply with HOME requirements, including the environmental review requirements at 24 CFR Part 58.

D. Additional Provisions: ESG Program

An ESG grantee may be reimbursed for costs incurred before the Period of Performance of its FY 2022 grant, subject to the general conditions described in Section V.A., above, plus the following conditions:

1. The costs and corresponding activities must comply with the ESG Program regulations at 24 CFR Part 576.
2. The costs and corresponding activities must comply with environmental review requirements. In accordance with these requirements and section 100261(3) of the MAP-21 Act, 24 CFR 576.407(d) does not apply. Recipients assume environmental review responsibilities under 24 CFR Part 58.

E. Additional Provisions: HOPWA Program

A HOPWA formula grantee may be reimbursed for costs incurred before the Period of Performance of its FY 2022 grant, subject to the general conditions described in Section V.A., above, plus the following conditions:

1. The costs are incurred for eligible activities undertaken in accordance with HOPWA program regulations at 24 CFR Part 574.
2. The costs and corresponding activities must comply with environmental review requirements at 24 CFR 574.510 and 24 CFR Part 58.

F. Additional Provisions: HTF Program

HTF grantees may be reimbursed for pre-award costs permitted under 2 CFR 200.458 for planning activities and preparation of the HTF allocation plan. Eligible pre-award costs may include the cost of public hearings, consultations, and publication of public notices, as well as developing program guidelines. Such costs must be necessary for efficient and timely performance of the HTF program. Pre-award costs may not exceed 5 percent of the minimum statutory allocation amount of \$3 million. The costs and corresponding activities must comply with all HTF requirements, including environmental review requirements at 24 CFR 93.301(f).

VI. Applicability of This Notice to Future Years

This Notice applies only to Consolidated Plans/Action Plans submitted for FY 2022 funding. HUD anticipates revising the Consolidated Plan regulations (and other related regulations) to explicitly include, as a basis for disapproval of a Plan, that a Plan does not contain and reflect a grantee's actual allocation amount. For further information on potential rulemaking in this area, see HUD's June 3, 2015, Federal Register Notice (80 FR 31538). That document solicited public comments on possible amendments to the Consolidated Plan regulations and the CDBG Entitlement regulations to effect such a change. See in particular Sections II.B.1., II.B.2 and II.B.7 of the Notice, pages 31544 and 31546. (Please note, however, that the public comment period for that Federal Register Notice has closed.)

For further information:

Grantees with questions concerning this Notice should direct their inquiries to their local HUD Field Office Community Planning and Development Division. Field Offices should direct their questions to the following Headquarters program offices as applicable:

Office of Block Grant Assistance at (202) 708-1577 for the Entitlement CDBG program or (202) 708-1322 for the State CDBG program

Office of Affordable Housing Programs at (202) 708-2684

Office of Special Needs Assistance Programs at (202) 708-4300

Office of HIV/AIDS Housing at (202) 708-1934 or at hopwa@hud.gov

ATTACHMENT A

Waiver of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Allow for Virtual Public Hearings in the Preparation of FY 2022 Consolidated Plans and Annual Action Plans

ATTACHMENT B

Availability of Waivers of Community Planning and Development Grant Program Requirements to Facilitate the Ability to Incur Pre-Award Costs in FY 2022



CITY OF SEASIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

DRAFT 2022-2023 ANNUAL ACTION PLAN

Public Comment Period: March 21 – April 20, 2022

Submit Comments to CDBG@ci.seaside.ca.us

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

On May 21, 2020, the Seaside City Council adopted its Five-Year 2020-2024 Consolidated Plan, which described the City's housing and community development needs, strategies and activities to address those needs over a five-year period using entitlement grant funds provided by the U.S. Department of Housing and Urban Development (HUD). The 2022-2023 Annual Action Plan, which covers the period of July 1, 2022 through June 30, 2023, encapsulates the third year of the 2020-2024 Consolidated Plan. The 2022-2023 Annual Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from HUD for program year 2022-2023.

The City anticipates receiving approximately \$375,000 per fiscal year in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). This allocation amount is estimated based on the prior year CDBG allocation. The City also anticipates receiving approximately \$105,000 in program income per fiscal year, which will be available for allocation to CDBG activities.

The CDBG program operates under a two-year funding request cycle. This funding cycle represents the City's third and fourth operating year of the 2020-24 Consolidated Plan. A Notice of Funding Availability (NOFA) was issued on December 1, 2021, to solicit applications for awards of CDBG funds for fiscal years 2022-2023 and 2023-2024. The NOFA was also published in the Monterey County Weekly on November 25, 2021. A mandatory pre-proposal conference was also conducted on December 10, 2021, to assist applicants with program regulations and project eligibility questions.

In response to the 2022-24 NOFA, the City received 6 public service and 6 public facilities and infrastructure project applications. Following CDBG staff screening of applications, the City's Community Development Advisory Committee (CDAC) held four (4) separate meetings to review and discuss received applications and recommend funding allocations to the City Council. On March 17, 2022, the City of Seaside City Council met to receive CDAC funding recommendations for FY2022-23 and approved funding allocations as follows:

Public Facilities and Infrastructure			
1	Boys and Girls Club	Gymnasium improvements	\$50,000
2	Community Human Services	Genesis House improvements	\$40,000
3	City of Seaside, Engineering Department	Cutino Park improvements	\$250,000
Subtotal			\$340,000
Public Services (capped at 15%)			
1	Legal Services for Seniors	Legal services for seniors	\$13,152
2	Greater Victory Temple	After school tutoring program	\$13,152
3	Girls Inc of Central Coast	Youth services	\$13,152

4	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$13,152
5	Gathering for Women Monterey	Case management	\$10,000
6	Eden Council for Hope and Opportunity	Fair housing services	\$9,390
Subtotal			\$71,998
CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$68,002
Grant Total			\$480,000

CONTINGENCY PLAN

The City will follow the following contingency plan in the event of a decrease or increase in actual CDBG allocation:

1. **Public Services:** In the event of a decrease or increase in the CDBG allocation, the City will maintain the current approved amount of funding for Eden Council of Hope and Opportunity and Gathering for Women, and will proportionally increase or decrease budgets of the Greater Victory Temple, Legal Services for Seniors, Meals on Wheels of Monterey Peninsula, and Girls Inc of the Central Coastal.

The total amount of funding for public service activities shall not exceed 15% of the actual allocation plus prior year program income.

2. **Public Facilities and Infrastructure:** In the event of a substantial decrease (i.e. \$30,000 or more than what is estimated) in actual CDBG allocation, the City will proportionately decrease the amounts for the three approved public facilities and infrastructure projects.

If the actual CDBG allocation is less than \$30,000 from the estimated amount, or if the actual allocation comes in higher than what is estimated, the City will maintain the City-Council approved funding allocations, which are as follows:

- a. \$250,000 per year to the City of Seaside Engineering Department for the Cutio Park improvement project;
 - b. \$40,000 per year to Community Human Services for the Genesis House facility improvements; and
 - c. \$50,000 per year to the Boys and Girls Club of Monterey County for the Seaside Clubhouse improvements.
3. **CDBG Program Administration and Planning:** CDBG program administration budget will be proportionally adjusted in the event of a decrease or increase in actual allocation. The total amount of funding for program administration shall not exceed 20% of the actual allocation plus current year program income.

2. Summarize the objectives and outcomes identified in the Plan

The five-year CDBG program objectives identified in the 2020-2024 Consolidated Plan are summarized below. FY2022-23 objectives and outcomes are described in the "Annual Goals and Objectives" section of this document.

- Access to community and social services
- Improve accessibility to persons with disabilities
- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

3. Evaluation of past performance

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, which reports on the activities that were funded with CDBG funds. The CAPER reports the amount spent on each project activity and the number of beneficiaries assisted. The City has submitted the required reports each year, and HUD has accepted the reports each year. The City of Seaside evaluates past performance and makes adjustments as needed to better serve the needs of the community. Additionally, all projects funded with CDBG funds are subject to annual monitoring to ensure compliance with HUD standards.

In Program Year 2020, the City of Seaside received \$339,715 in CDBG allocation, \$135,512 in program income, \$199,874 in CDBG-CV1 allocation (first Coronavirus Response allocation), and \$360,289 in CDBG-CV3 allocation (third Coronavirus Response allocation) for a total of \$1,035,390. During FY2020-21, the City expended \$613,588.10, which benefitted over 15,000 low and moderate-income seaside residents.

In Program Year 2021, the City of Seaside received \$378,038 in CDBG allocation and \$104,507 in program income. During FY2020-21, the consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2021-22 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City has collaborated with local non-profits to carry out various projects and activities, which will benefit a large number of low- and moderate-income Seaside residents. A summary of the FY2021-22 activities and accomplishments will be included in the FY2021-22 CAPER.

Both FY2020-21 and FY2021-22 were of new insights, significant adjustments, skill building, and organizational improvements for the City and its subrecipients. Despite the disruption of the COVID pandemic and its devastating impact on our community, the City and its subrecipients continued to serve Seaside residents through innovative programming and activities. While some subrecipients were able to pivot their approach to virtual platforms to deliver their programs, others continued their activities in-person while following CDC guidelines.

4. Summary of Citizen Participation Process and consultation process

The City of Seaside has embraced a comprehensive Citizen Participation and consultation process that includes broad participation from the community. At each step in the process, the City ensures that low-and-moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs are actively involved. The Community and Economic Development Department staff conducted extensive outreach to engage a wide range of agencies, groups, organizations, and residents in the process of developing the 2020-2024 Five-Year Consolidated Plan and the 2022-24 funding cycle. This process included widespread public participation and input through postcards, workshops, community meetings, and public hearings. A comprehensive narrative and timeline of the Citizen Participation and Consultation processes are described in the subsequent sections of the document.

A draft of the 2022-2023 Annual Action Plan was publicized and made available for public comment for a 30-day public comment period that began on March 21, 2022 and will conclude on April 20, 2022. A public notice (in English and Spanish) was also circulated in the Monterey County Weekly to inform the public regarding the proposed 2022-23 Annual Action Plan, the corresponding public review period, and City Council public hearing. The City will accept and consider all comments and submit to HUD. A summary of the public comments will be included in this document after the 30-day public review period has concluded.

5. Summary of public comments

This section will be completed once the 30-day public review period has concluded.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed once the 30-day public review period has concluded.

7. Summary

Each year, the City of Seaside is required to prepare an Annual Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The 2022-2023 Annual Action Plan addresses three Strategic Plan Goals from the 2020-2024 Consolidated Plan by allocating approximately \$480,000 of CDBG funds to projects and activities to be implemented from July 1, 2022 to June 30, 2023.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Grantee	City of Seaside	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

In the process of developing the 2020-2024 Consolidated Plan and processing the 2022-2024 funding cycle applications, the City of Seaside worked with the Coalition of Homeless Services Providers (Monterey County's designated Continuum of Care (CoC) lead agency), the Monterey County Housing Authority Development Corporation (HDC), housing and service providers, and other local jurisdictions.

A comprehensive Notice of Funding Availability (NOFA) was issued on December 1, 2021, to solicit applications for awards of CDBG funds for fiscal years 2022-2023 and 2023-2024. The NOFA was also published in the Monterey County Weekly on November 25, 2021. A mandatory pre-proposal conference was also conducted on December 10, 2021, to assist applicants with program regulations and project eligibility questions.

The City of Seaside will accept comments on the proposed 2021-2022 Annual Action Plan during a 30-day public comment period as well as at a public City Council hearing on April 21, 2022.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Seaside works collaboratively in all of its housing and community development efforts with other local governments, nonprofits, advocacy groups, and citizens. This collaboration takes place through the City's cooperation with the Monterey County Continuum of Care (CoC) lead agency Coalition of Homeless Services Providers (CHSP), planning processes such as the City's Housing Element and Consolidated Plan, and the CoC 10-Year Strategy to End Homelessness. Additionally, the City consulted a variety of agencies, including local and regional nonprofits, government organizations, faith-based organizations, and other organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families,

families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Additionally, the City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

The City continues its partnership with the Community Human Services and Veterans Transition Center, which provide transitional and permanent housing to homeless. Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

In program year 2022, the City will provide public service funding to Gathering for Women for case management. Gathering for Women provides homeless women with supportive resources and a caring community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (CPY) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with CPY to make after-school enrichment programs available for children and youth. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
2	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army was consulted to understand the needs of their transitional housing program in Seaside and services they provide. This included an estimate of the number of families in need of services including financial counseling. The Salvation Army has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings. They are a previous Seaside CDBG subrecipient and did not apply for funding for the upcoming AAP cycle.
3	Agency/Group/Organization	ACTION COUNCIL OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Action Council of Monterey County/Palenke Arts program was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services provided in their multi-cultural arts programs . The City will strive to work with Palenke Arts to make after-school enrichment programs available for children and youth. Palenke Arts has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
4	Agency/Group/Organization	Meals on Wheels of the Monterey Peninsula
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels (MOW) was consulted to understand the needs of homebound elderly frail seniors in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with MOW to make meal delivery programs available for homebound Seaside residents. MOW has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
5	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors (LSS) was consulted to understand the needs of seniors desiring legal assistance in Seaside. This included an estimate of the number of seniors in need of services. The City will strive to work with LSS senior legal programs available. LSS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

6	Agency/Group/Organization	Eden Housing for Council for Hope and Opportunity (ECHO)
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Eden Housing Council for Hope and Opportunity (ECHO) was consulted to understand the needs of fair housing in Seaside. This included an estimate of the number of residents in need of fair housing or tenant/landlord services. The City will strive to work with ECHO to make fair housing programs available. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings and Analysis of Impediments to Fair Housing outreach sessions.
7	Agency/Group/Organization	Girls Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Girls, Inc. was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with Girls, Inc. to make after-school enrichment programs available for children and youth. Girls, Inc. has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
8	Agency/Group/Organization	Greater Victory Temple Church of God in Christ
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Victory Temple (GVT) was consulted to understand the needs of children, and families in need in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with GVT to make after-school programs available for youth and their families including some that may be experiencing homelessness. GVT has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project (TVP) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with TVP to make after-school enrichment programs available for children and youth. TVP has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
10	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with the Boys and Girls Club to make programs available for children and youth and coordinates activities with adjoining Cutino Park. The Boys and Girls Club has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

11	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Human Services (CHS) was consulted to understand the needs of persons experiencing substance abuse and homelessness in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CHS to make facilities and programs available for persons experiencing these special needs. CHS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
12	Agency/Group/Organization	Veterans Transition Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (VTC) was consulted to understand the needs of veterans in Seaside. This included an estimate of the number of veterans in need of services. The City will strive to work with VTC to make housing available for homeless veterans. VTC has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings.
13	Agency/Group/Organization	County of Monterey
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey County (Urban County) to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
14	Agency/Group/Organization	City of Salinas
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with the City of Salinas to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
15	Agency/Group/Organization	City of Monterey
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
16	Agency/Group/Organization	Alliance on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alliance on Aging has participated in CDAC workshops and indicated a need for services for seniors.
17	Agency/Group/Organization	SUN STREET CENTERS
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sun Street Centers has participated in CDAC workshops and indicated a need for substance abuse treatment services and associated homeless/employment challenges.
19	Agency/Group/Organization	Monterey Peninsula Unified School District
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Monterey Peninsula Unified School District (MPUSD) was consulted to understand the needs of persons experiencing educational challenges in Seaside, particularly with the adult school. This included an estimate of the number of persons in need of services. The City will strive to work with MPUSD to make facilities and programs available for persons experiencing these special needs. MPUSD has participated in the CDAC's Community Needs Workshop, many Seaside Creates community outreach events and NOFA potential applicant meetings
20	Agency/Group/Organization	Monterey Peninsula Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several teams of participants canvassed Seaside Businesses on November 8, 2019 as part of the Chamber's Business Walk. The short in-person survey was able to reach many businesses at their own facility and check in with them, finding their needs and promoting community good will. Many businesses surveyed were non-English speakers.
21	Agency/Group/Organization	Gathering for Women
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Gathering for Women is working with CHS and the City working toward opening a homeless shelter in HUD qualified census tract 137. They have been participating in CDAC activities .
22	Agency/Group/Organization	CASA of Monterey County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services - Victims Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CASA was consulted to understand the needs of foster youth and advocacy in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CASA to make facilities and programs available for persons experiencing these special needs. CASA has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

23	Agency/Group/Organization	FOOD BANK OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Food Bank of Monterey County not only serves persons directly, they also work with many non-profits receiving grant funds. The City participated in a regional organization tour of their facility in fall 2019 and has reached out to them for coordination of food drives since the inception of the COVID-19 shelter in place impacts. The City will be coordinating with the Food Bank with CDBG-CV activity.
24	Agency/Group/Organization	Monterey Bay Economic Partnership
	Agency/Group/Organization Type	Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Seaside is a member of the Monterey Bay Economic Partnership and participates in their twice yearly regional conferences addressing housing, water, transportation and technology. The COVID-19 pandemic has highlighted the need for broadband improvement and MBEP created a white paper on the topic. https://mbep.biz/wp-content/uploads/2020/04/MBEP-COVID-19-Response_Broadband.pdf The MBEP and Monterey Peninsula Unified School District encouraged students to use the mobile Bus hotspots internet connectivity for digital learning if connections were not available in homes in Seaside.
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Identify any Agency Types not consulted and provide rationale for not consulting

The City of Seaside encourages consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Leadership Council	The "Lead Me Home" 10-Year Plan to End Homelessness Goals overlaps with the Seaside Strategic Plan in the SP-40 Institutional Delivery Structure and the goal of Access to Social Services.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In developing the 2020-2024 Consolidated Plan and processing the 2022-2024 funding cycle applications, the City conducted extensive outreach to ensure broaden citizen participation. The following a schedule of events that led to the adoption of the 2020-2024 Consolidated Plan as well as approval of the 2022-2024 funding cycle applications.

- September 2018: Held a community needs session to review the existing plan.
- September 2019: Held a public workshop at the Seaside Creates Office to conduct a SWOT analysis, review Opportunity Zones, difficult development areas and individual census tracts.
- September 2019: Online survey - 28 stakeholders responded.
- October 2019: CDAC met to review the results of the online survey and found the results were statistically significant; however, noted that the results were consistent with the workshop.
- November 7, 2019: A presentation agendized for the City Council to review needs recommended by CDAC for interested applicants for the 2020-2022 funding cycle.
- January 2020: The CDAC received online access to review the applications. A meeting was scheduled for February to provide recommendations to Council. Due to unexpected vacancies on the CDAC, in accordance with the Homeless Committee's workplan and the Citizen Participation Plan a CDAC joint meeting with the Homeless Commission considered the applications for funding for recommendations to Council.
- March 11, 2020: The eight citizen volunteers of the joint committee discussed the applications. As in 2018, the deliberations were verbal and conducted in a noticed and recorded public meeting. The agenda packet can be accessed at <https://seasideca.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=1936>. The meeting can be viewed at <https://www.youtube.com/watch?v=4uKhXZvupFo&t=12s>
- March 19, 2020: Following recommendations from the joint committee, a report was prepared for consideration at City Council on March 19 for direction to staff for items to be included in the Consolidated Plan/AAP. Due to the COVID-19 pandemic, the item was postponed.

- On April 6, 2020: Seaside submitted a waiver to HUD to extend deadlines for submittal of the CON/AAP per official guidance using the HUD suggested template. The CON/AAP would contain the CDBG-CV funding so a substantial amendment to 2019 AAP would not be necessary.
- May 21, 2020: The Council discussed the recommendations on during a virtual City Council meeting. The video link at https://www.youtube.com/watch?v=K_PVVnWYDkA. Starting at 2:05 through 3:47. Written public comment received by the City Clerk via email was read into the record. CDBG-CV was discussed on the immediately following item 3:47 through 4:31. Written public comment received by the City Clerk via email was read into the record. These two topics concerning the CDBG program were discussed for a total of 2 hours and 26 minutes during the May 21 virtual City Council meeting.
- June 25, 2020: Public notice was printed in the Monterey County Weekly (advance copy online on 6/24 for the Public Hearing of the Consolidated Plan, Annual Action Plan and the amended Citizen Participation Plan). The plans were available for viewing when the notice was posted, although the stated time to start the review period was June 28.
- July 2, 2020: Council held a public hearing and approved a resolution to approve all items and authorize the City Manager to sign all forms and certifications to submit to HUD.
- January 7, 2021: The Seaside City Council convened a discussion on the conceptual review of the CDBG-CV3 funds and allocations.
- March 4, 2021: The Seaside City Council held a public hearing to discuss a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- March 11, 2021: A public notice was published in the Monterey County Weekly regarding the 2021-2022 Annual Action Plan being available for public review and comment during March 15, 2021 to April 15, 2021.
- March 18, 2021: The Seaside City Council approved a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- April 15, 2021: City Council held a public hearing to adopt the FY2021-22 Annual Action Plan
- September 16, 2021: The City Council received and approved the FY2020 CAPER
- October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan
- October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment
- December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan
- December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle
- February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.

- February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.
- February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.
- 02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net. A minimum of 70% score was required to be considered for funding.
- March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Newspaper ad was placed on September 5, 2019 for both the CAPER document and the September 18, 2019 Community Needs Workshop. The ad was placed in both English and Spanish in the Monterey County Weekly	over two dozen people attended the Community Needs workshop which included a brainstorming board/SWOT analysis, placement of dots and comments to show how current needs are met and future needs in each census tract	All participation was welcomed.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Needs workshop held in September 2018 at Oldemeyer Center and 2019 at Seaside Creates downtown satellite office to review past goals and set new goals. Interactive activities included brainstorming, dots, consideration of past, present and future.	Comments were positive and thoughtful considering the needs of our diverse community.	All comments are appreciated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates Twitter page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts		https://twitter.com/SeasideCreates
4	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates facebook page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts	N/A	https://www.facebook.com/SeasideCreates/?ref=aymt_homepage_panel&id=ARBJ-ZgudXbDNKO7PGrAJm--2G6ZPbZfG7FR9D2J6swYqZQKxboQNT49NRXjh1JlawulZpTbFMxdUK24

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Advisory Committee Meetings are held the third Wednesday of the Month at 6:30 PM. Due to openings on the CDAC, a joint meeting with the Homeless Commission was held on 3/11/2020 to make sub recipient recommendations to City Council.	Public comment is welcomed for all topics at all meetings.	N/A	http://www.ci.seaside.ca.us/160/Community-Development-Advisory-Committee

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The Seaside City Council determines the funding for subrecipients using the recommendations from the The Council directs staff to use the determination for the Annual Action Plan, then holds a Public Hearing on the AAP. The Council meeting was a virtual meeting Zoom/YouTube . See narrative above for link to video	Emailed comments were received by the City Clerk and read into the record of the Virtual meeting held on May 21, 2020 (delayed due to COVID-19 shelter in place and Emergency declarations)	N/A	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A Public Hearing on the CON/AAP on July 2, 2020. Council Meetings have gone to a virtual format due to COVID_19. Meetings are conducted via Zoom and live streamed on the City's YouTube Channel	All comments in virtual meetings must be submitted via email to the City Clerk and read into the record during the meeting. Staff Report and agenda may be accessed in link above. City of Seaside YouTube channel is linked below.	N/A	https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Non-targeted/broad community	On March 4, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	All comments were supportive of the recommended allocation. Some residents wished the City would allocate some funds to rental and other form of economic assistance program.	All comments were received and accepted.	https://www.youtube.com/watch?v=Iy0A09OLjNM
9	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a notice in the Monterey County Weekly regarding the Substantial Amendment to the Consolidated Plan and Annual Action Plan available for public comment	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 12, 2021 to March 18, 2021	No comments were received.	N/A	
11	Public Hearing	Non-targeted/broad community	On March 18, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2021-2022 Annual Action Plan available for public comment	No comments were received.	N/A	
13	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 15, 2021 to April 15, 2021	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Public Hearing	Non-targeted/broad community	On April 15, 2021, the City Council held a public hearing to adopt the 2021-2022 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	
15	Public Review Period	Non-targeted/broad community	On August 26, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2020-2021 CAFER available for public comment	No comments were received.	N/A	
16	Public Hearing	Non-targeted/broad community	September 16, 2021: The City Council received and approved the FY2020 CAPER	No comments were received.	N/A	
17	Public Hearing	Non-targeted/broad community	October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
18	Newspaper Ad	Non-targeted/broad community	the City published a Public Notice in the Monterey County Weekly regarding the draft Citizen Participation Plan for public comment	No comments were received.	N/A	
19	Public Review Period	Non-targeted/broad community	October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment	No comments were received.	N/A	
20	Document release	Non-targeted/broad community	December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle	No comments were received.	N/A	
21	Public Hearing	Non-targeted/broad community	December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
22	Public meeting	Non-targeted/broad community	February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.	No comments were received.	N/A	
23	Public meeting	Non-targeted/broad community	February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.	No comments were received.	N/A	
24	Public meeting	Non-targeted/broad community	February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
25	Public review period	Non-targeted/broad community	02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net . A minimum of 70% score was required to be considered for funding.	No comments were received.	N/A	
26	Public Hearing	Non-targeted/broad community	02/24/2022: CDAC met to discuss staff recommendations. After careful consideration and thoughtful deliberation, CDAC concurred with the following staff recommendation and directed staff to forward the following funding recommendations to the City Council for consideration and approval.	One comment was received from Shari Hasti regarding the City's allocation methodology. City CDBG staff provided clarification at the meeting.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
27	Public Hearing	Non-targeted/broad community	March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.	One comment received from one of the CDAC members. It was stated that the Committee enjoyed reviewing the proposed projects.	N/A	
28	Newspaper ad	Non-targeted/broad community	On March 17, 2022, the City published a Public Notice in the Monterey County Weekly regarding the draft 2022-2023 AAP available for public comment	TBD	TBD	
29	Public Review and Comment period	Non-targeted/broad community	March 21 – April 20, 2022: The City will make the draft FY2022 AAP available for public review and comment. A Notice was published in the Monterey County Weekly.	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
30	Public Hearing	Non-targeted/broad community	On April 21, 2022, the City Council will hold a public hearing to adopt the FY2022-23 AAP	TBD	TBD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In program year 2022-2023, the City anticipates receiving approximately \$375,000 in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The City has also anticipates having \$105,000 in program income, which will be available for spending during the 2022-2023 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	375,000	105,000	-	480,000	1,059,718	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. Applications are submitted on the City Data Services data management portal and the attachments are housed on their server. On occasion, there are projects utilizing a variety of funding

sources such as the Veterans Transition Center utilizing a combination of funding for their regional project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate that the sale of publicly owned lands or properties would be used to acquire lands to achieve CDBG goals. Upgrading of infrastructure including publicly owned roads, sidewalks and public parks may address the needs in the plan particularly to improve accessibility.

Discussion

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources. The City of Seaside paid off a Section 108 Loan during the last Consolidated Plan and has no Section 108 funds outstanding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Community and Social Services	2022	2023	Homeless and Non-Homeless Special Needs Non-Housing Community Development Public Services	City of Seaside Qualified Census Tract 137	Access to community services	CDBG: \$72,000	Public service activities other than Low/Moderate Income Housing Benefit: 778 Persons Assisted
2	Improve accessibility to persons with disabilities	2022	2023	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Improve accessibility	CDBG: \$250,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7060 Persons Assisted
3	Provide Quality Facilities and Infrastructure	2022	2023	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Provide quality facilities and infrastructure	CDBG: \$90,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 525 Persons Assisted
4	Program Administration	2022	2023	Planning and Administration	City of Seaside, program administration		CDBG: \$68,002	Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Access to Community and Social Services
	Goal Description	Seaside's public services component of the CDBG program serves a diverse client base and include provision of a broad range of community and social services including multiple youth enrichment programs, fair housing education, tenant-landlord assistance and counseling, and Meals on Wheels and Legal Services for Seniors.
2	Goal Name	Improve accessibility to persons with disabilities
	Goal Description	During FY2022-23, the City of Seaside will fund and commence the Cutino Park improvement project.
3	Goal Name	Provide Quality Facilities and Infrastructure
	Goal Description	The CDBG program identifies publicly owned facilities and infrastructure such as, streets, playgrounds, and underground utilities, and buildings owned by non-profits that are open to the public. During 2022-2023, upgrades are scheduled for the Boys and Girls clubhouse and the Genesis House, which is a residential substance treatment center.
4	Goal Name	Program planning and administration
	Goal Description	CDBG Program planning and administration. City staff will provide overall management, coordination, and evaluation to the CDBG program, and the project delivery costs associated with bringing projects to completion

Projects

AP-35 Projects – 91.220(d)

Introduction

As part of the 2022-2023 funding cycle, on March 17, 2022, the Seaside City Council approved the following projects for the FY2022-2023 Annual Action Plan.

Projects

#	Project Name
1	2022 Boys and Girls Club Facility improvements
2	2022 Community Human Services-Genesis House facility upgrades
3	2022 Cutino Park Improvements
4	2022 Public Services
5	2022 CDBG Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Given the limited CDBG allocation, it is difficult to address all community needs. Both request for public services and public facilities and infrastructure projects far exceed the available funding. The City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources.

AP-38 Project Summary

Project Summary Information

1	Project Name	Boys and Girls Club Facility improvements
	Target Area	City of Seaside
	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$50,000
	Description	Capital improvements to the Kitchen include replacement of the grease trap, modernizing all waste receptacles, evaluating current lighting, and replacing the 30-year-old flooring. Exterior door improvements include replacement of full doors and hardware at the east side of the facility and addressing all dated and worn mechanisms and handles, ensuring the Club is safe and exterior doors secure.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	325 low/moderate income youth regularly use the Boys and Girls Club.
	Location Description	1332 LaSalle Avenue, Seaside, CA
2	Planned Activities	Replace grease trap, modernize all waste receptacles, evaluate current lighting, replace the 30-year-old flooring, and fix exterior doors.
	Project Name	Community Human Services-Genesis House facility upgrades
	Target Area	City of Seaside Qualified Census Tract 137

	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$40,000
	Description	This grant will be used to paint the exterior of the three buildings that comprise the treatment facility.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	200 persons will benefit per year. Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.
	Location Description	Genesis House is located in three adjacent buildings at 1152 Sonoma Avenue in Seaside, CA 93955. It is located on the border of Census Block Group 1, 0136 and Census Block Group 2, 0137.
	Planned Activities	Paint the exterior of the facility
3	Project Name	Cutino Park Improvements
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Improve accessibility to persons with disabilities Provide Quality Facilities and Infrastructure
	Needs Addressed	Improve accessibility Provide quality facilities and infrastructure
	Funding	CDBG: 250,000

	Description	The proposed improvements include installation of a parking lot with ADA accessible parking space, accessible pathway from the sidewalk to the playground, new playground structure including accessible play features at ground level, accessible bleachers, new lighting, and landscaping.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Census data indicates that 7060 Seaside residents can benefit from this project. Cutino Park is located on the corner of San Pablo and Noche Buena adjacent to the Boys and Girls Club. The park is centrally located and highly visible. The patrons will benefit through improved access and enhanced facilities. The improved ADA access and facility parking, new playground with accessible pathways will provide an outdoor recreation space to this demographic that previously was not accessible before.
	Location Description	Although the Park is located within census track 138, it bordering census track 137 and 139. The percentage of combined low and moderate income persons for these census tracks are 54%, see attachment. The park is less than a quarter mile from residents within census tract 137 and 139. In addition Cutino Park is a public park and will provide access to all members of the community, including those within track 137,139, which some can travel less than a quarter mile to visit the proposed project location.
	Planned Activities	The proposed upgrades include wheel chair accessible ramps, pathways, play features and access to the park facilities, construction and installation of a new parking lot, new structure/equipment, bleachers and accessible pathways.
4	Project Name	Public Services
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$72,000

	Description	Public Services activities for Seaside's CDBG program. These activities are capped at 15% of the available grant and program income. All projects are LMC and the sub recipients track demographic and income data. Public Services activities approved by the City Council to be included in the Annual Action Plan include participation by: • \$13,152- Legal Services for Seniors • \$13,152- Greater Victory Temple • \$13,152- Girls Inc of Central Coast • \$9,390- Eden Council for Hope and Opportunity • \$13,152- Meals On Wheels of Monterey Peninsula • \$10,000– Gathering for Women
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 778 low and moderate income level persons are expected to benefit from the proposed activities.
	Location Description	These activities will be located throughout the City of Seaside.
	Planned Activities	Planned activities include after school programs (including tutoring, self-esteem, mentoring younger students), community meals/after school, legal services for seniors, meals on wheels for homebound, tenant/landlord fair housing services, and case management services for homeless women.
5	Project Name	General Administration of Seaside CDBG program
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$68,002

	Description	General administration costs to administer the CDBG program. Includes staffing, legal notices, supplies (including outreach meetings and public review documents), data management services and reimbursable overhead costs. Capped per HUD at 20% of Grant and Program income. (21A) PROGRAM ADMIN
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City of Seaside
	Planned Activities	Administration of CDBG program including citizen participation activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The assistance will be directed to low/moderate needs throughout the City of Seaside. Should projects be proposed in HUD Qualified Census Tract 137, they will receive higher priority.

Geographic Distribution

Target Area	Percentage of Funds
City of Seaside	74
Qualified Census Tract 137	26

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All of Seaside is considered a difficult development area by HUD, and Census Tract 137 is an Opportunity Zone and a Qualified Census Tract. Note that census tract is within the City of Seaside, but we are counting that percentage separately so that the total does not exceed 100%

Discussion

The City received requests for twice as much funding for public services projects as funding available. The COVID-19 shelter in place emergency has forced all applicants to adjust their programs and created a need for food distribution which the City addressed with CDBG-CV funds.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Community and Economic Development Services staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. Additionally, the City works closely with a diverse group of nonprofit organizations to provide CDBG public service subrecipient funding.

Some of the currently underway housing initiatives and projects are as follows:

Accessory Dwelling Units (ADU) Efforts

The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid in addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. From January 2020 to August 2021, forty-two (42) property owners have applied for building permits to create new or legalize existing ADUs. Forty (40) applicants have been approved for water allocations for their new ADU projects, and five (5) ADU building permits have been finalized and received occupancy certificates.

Campus Town

The Campus Town project would allow for the development of 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 SF of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus. Of the 1,485 housing units, 297 will be designated as affordable housing units. The project is proceeding through the planning process may break ground in early 2022.

Ascent

The Ascent project will be the first new multi-family housing project to be built in Seaside in over 20 years, and will include a significant amount of affordable housing. Seaside City Council approved the project in November of 2019. The project is a ten building workforce rental housing development consisting of 106 one bedroom, two bedroom, three bedroom units and

townhouses along Olympia Ave and Broadway Ave, with 16 of those being affordable units. The project is also proposing 4,000 square feet of retail space, a shared vehicular court and green space areas for residents. This development will accelerate the City's improvements for the Downtown district and realize the City priorities of growing upward, increasing our affordable housing supply and becoming more transit and pedestrian-friendly. The developer recently submitted project plans for permit approval. The project should break ground by fall of 2021.

Parker Flats Apartments

The Parker Flats Apartments project consists of the rehabilitation and renovation of two (2) existing former military nursing barracks on the former Fort Ord to create a total of forty (40) two-bedroom multi-family residential units. The Developer will restrict eight (8) rental housing units to occupancy by low-income households for a period of thirty (30) years. The project has been approved by City Council and in the process of developing plans for submission for planning approval.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

There continues to be a need for housing units for extremely low-, very low- and low- income households. In response, the City will continue to explore opportunities with regional public service providers, local nonprofit housing developers, and neighboring jurisdictions for the development of new housing units in the region.

AP-60 Public Housing – 91.220(h) Introduction

The primary public organization for affordable housing and supportive services in the City is the

Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-Based Rental Assistance. The City will coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by HACM. Additionally the HACM's commitment to the program participants is solidified by the HACM collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self-sufficiency. Services may include career counseling, financial literacy, parenting skills and homeownership preparation

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

The Housing Authority of Monterey County, the cities of Salinas, Monterey and Seaside and the County of Monterey prepared an Analysis of Impediments approved in 2019.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

The City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - o Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

During PY2020, the City continued its partnership with the Community Human Services and Veterans Transition Center, which provide transitional and permanent housing to homeless. Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

Seaside participated in Analysis of Impediments outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community and is currently exploring HEAP funding possibilities to address homeless concerns and open a shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2020-21, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137. The City will provide public service funding to Gathering for Women for case management services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Seaside continues to collaborate with and rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this network to assist the homeless in transitioning to permanent housing.

In the City of Seaside, transitional housing services are available in Seaside through the Salvation Army. This agency has not applied for CDBG funding for the current cycle.

Additionally, in 2020, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137 in the City of Seaside. The majority of the funding for the Case De Noche Buena was through HEAP. Case De Noche Buena is the first homeless shelter specifically for women and families with children on the Monterey Peninsula. The shelter is initially able to accommodate 15-18 people, depending on the number and ages of children. This number is expected to double to 30-36 once COVID-19 social distancing guidelines have been eased. Casa de Noche Buena offers shelter, meals and a variety of supportive services designed to lead to permanent housing.

Community Human Services (CHS) and the Veterans Transition Center (VTC), which receive CDBG funding from the City of Seaside, offer housing services.

CHS's Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.

The VTC provides services for single male and single female Veterans, and Veterans with families. VTC's housing services and models have recently grown to include a 10-bed

Emergency Residential Shelter, a 58-bed Transitional Housing program, and 22 affordable permanent supportive housing units.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher, continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with

self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities. Legal Services for Seniors provides a variety of low cost legal assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's General Plan Housing Element was updated in 2019 and systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website and at www.seaside2040.com.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2015–2023 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate, low or very low income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

During the program year, the City will work with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services. Services to help youth start off on the right path include Community Partnership for Youth, Boys and Girls Club of Monterey County, The Village Project, Girls, Inc. and ECHO fair housing services. CDBG funded projects include Section 3 policies to help reduce the number of poverty level families.

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

The Coalition's participation in HUD's Homeless Assistance Programs will pay for the development, rehabilitation, or leasing of housing for homeless persons and also for supportive services for those persons. In addition to applying for funding for the previously listed emergency and transitional housing, most all of which offer supportive services, the Coalition also assisted numerous non-profit and other agencies in applying for funding through the Homeless Assistance portion of HUD's program to provide supportive and self-sufficiency services.

These supportive and self-sufficiency services include educational and vocational services which focus on social, living, interpersonal, study and job skills. Linkage to other services and services providers is also provided. In many of the housing projects, Monterey County Behavioral Health provides case coordination and representative payees. Additional services provided in some facilities include reintegration, full case management, life skills, and substance abuse

counseling.

The City is actively encouraging the building of Accessory Dwelling Units as a means of increasing the housing stock in an affordable manner.

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services. New development on the former Fort Ord lands will have a 20% affordable housing requirement per the Fort Ord Reuse Plan.

As part of the Consolidated Plan, the City identified several obstacles to meeting needs that are particularly difficult to achieve in the City. Below are some of the actions the City is taking to overcome the obstacles:

- Increase development, preservation, and rehabilitation of affordable housing for low-income and special needs households.
- Provide assistance for the homeless and those at risk of becoming homeless through collaborations with other agencies.
- Provided assistance to low-income and special needs households.
- Provided public facilities improvements to strengthen neighborhood revitalization.
- Cooperate with, and provide assistance to, for-profit and non-profit developers to facilitate construction of housing units through new housing development.
- Provided rental and utility assistance to hundreds of LMI Seaside households through the Rental Assistance Program, which is funded through Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP).

The City also continued to address the lack of funding for the needs identified in the Consolidated Plan by rigorously managing HUD CPD funds through a citizen engagement process, monitoring, and providing technical assistance to subrecipients, while also pursuing new funding sources.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for abatement would be the Monterey Bay Air Resources District.

Brochures bringing awareness to the lead based paint danger are available at the Seaside Creates satellite office and on the City Website.

Actions planned to reduce the number of poverty-level families

Public services help the recipients of services save funds that may have been spent otherwise (such as food for homebound seniors, legal services, tutoring or childcare for youth, tenant-landlord assistance, etc).

Actions planned to develop institutional structure

The City will continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Impediments to Fair Housing, complete annual CAPER reports, and comply with HUD regulations. The City will also continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the "Lead Me Home" 10 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for an analysis of impediments. During the April 5, 2018 City Council meeting, the NAACP and Legal Services for Seniors indicated that they currently provide tenant-landlord assistance in Seaside. ECHO Housing has applied for CDBG funding to institute a presence in Seaside for their tenant-landlord and fair housing services.

Discussion:

The 2022-2023 application cycle increased the number of applicants for funding and the variety of projects and services offered to be provided. The requests far exceeded the funding levels expected.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Seaside CDBG program is focused on low/moderate income persons and the large response to the Notice of Funding Availability serves to illustrate the need for funding to serve this population.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|-----|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 95% |



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Samantha Alcaraz, Human Resources Analyst

DATE: April 21, 2022

**SUBJECT: RECEIVE A PRESENTATION REGARDING THE POLICE CHIEF
RECRUITMENT PROCESS AND TIMELINE (OGLESBY)**

RECOMMENDATION

Receive presentation.

BACKGROUND

The Human Resources Department issued a Request for Statements of Qualifications (RFQ) on February 8, 2022, for an executive recruitment firm to assist in the executive search process for a Police Chief. The deadline for submission of the statements of qualifications was February 28, 2022. The City received interest from the following firms:

Koff & Associates, Peckham & McKenney, Bob Murray & Associates, and TB & Recruiting.

The not to exceed project cost proposal ranged in price from \$19,400 - \$39,000. Upon the review of the proposals, Bob Murray & Associates was selected based on their extensive experience in finding the perfect fit, providing security and fairness to candidates while ensuring the integrity of the search process. The recruiter assisting the Police Chief's search is Adele Frese. Mrs. Adele Frese exercised strong leadership and implemented monumental changes, leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California. Her knowledge of the community and background experience will contribute to the success of finding the best candidates for the position.

The full search is completed in 13-16 weeks and the final recruitment schedule will be determined in collaboration with the Human Resources Department. The draft timeline (attached) will become finalized once the community input forum date and time is confirmed.

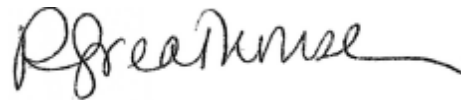
FISCAL IMPACT

The cost for the Police Chief search process is \$24,999. The cost includes additional services, which include the facilitation of a community input/forum and additional background checks of the selected candidates.

ATTACHMENTS

1. Draft Timeline Seaside COP
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

Draft Timeline
City of Seaside, Ca – Chief of Police/2022

Task	Who	Date
Kick off	Zoom HR Sam Sakhrani Chris and Adele	April 14 11:00 AM
Job description	Santee to BMA	April 15
Posted to BMA	BMA	April 19
Draft language	BMA to HR Draft text for PDF/Ads	April 21
City Council	BMA	April 21
Ad language	Approved by HR/CM	April 25-26
Ads Placed	BMA Search goes live Ads run 5 weeks	April 26 - 27
Stakeholder Input/Townhall	BMA & Seaside	Week of May 2 or 9
PDF approval	BMA to HR/CM	Week of May 2
eMail PDF	BMA	Week of May 9
Outreach	BMA email PDF sent to 800+ Calls, social media	Ongoing
Weekly updates	Adele/BMA to HR/CM	After ads placed
CLOSE	CLOSE	JUNE 6
Complete list	BMA send complete list/zipfile w/resumes	JUNE 10
Public Records	BMA on short list for prelims	Week of June 10
Preliminary Interviews	BMA/Adele Zoom prelims	On-going, concluded by June 9
Recommended Finalists (RF)	BMA/Adele Zoom with CM and HR	*TBD (June 15 or 17?)
Panel Interviews	Zoom first round BMA/Adele facilitate	TBD July 1
2nd round	In person, top 2, with CM Seaside City Hall, HR facilitate	TBD
References/Background	Top 1-2 candidates BMA	TBD
Offer	BMA/HR	July/Aug

*will adjust to arrival date of new CM, per City's preference



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: April 21, 2022

**SUBJECT: CONSIDER APPROVAL OF THE PARKS AND RECREATION
COMMISSIONS RECOMMENDATION FOR ALLOWING
PICKLEBALL AT THE WHEELER STREET TENNIS COURTS**

RECOMMENDATION

Provide staff direction regarding the use of the Wheeler Street Tennis Courts for Pickleball.

BACKGROUND

On November 17, 2019, staff received an email from a resident to be read into the record during public comment for the November 18, 2019, Parks and Recreation Commission meeting. The email had three objectives that they wanted the commission to review and consider.

- Having pickleball added to the future plans for the Parks and Recreation Department.
- Have Pickleball allowed on a trial basis, with temporary lines on the tennis courts.
- Potentially, we have permanent lines added to the tennis courts that would allow two pickleball courts on each tennis court.

On Monday December 16, 2019, there was an item on the Parks and Recreation Commissions agenda to discuss Pickleball as a possible use at the Wheeler Street tennis courts. Members of the pickleball community attended this meeting and provided information about the sport, and what they would like to see in the future. They stated that pickleball is a healthy outdoor activity that is one of the fastest growing sports in the country within the senior community. Pickleball is played on a badminton-sized

court with a 36" high net, and it can also be played indoors if space allows. The group then went over their 3 objectives and stated that items one and three on their list were long-term objectives with number two being the starting point. They also stated that during the trial period, players would use painters' tape to mark off the lines while using the existing tennis net. There was also discussion about the sign that is currently posted at the Wheeler Street tennis courts that states "Only tennis is allowed on Tennis Courts." After the discussion, the Commission voted to recommend to the City Council to allow Pickleball on all four courts Monday-Sunday with a temporary sign allowing the use for a trial period of 6 months. Also, allowing players to lay down painter's tape to line the courts and remove the tape when finished. However, during the agenda setting process for the Parks and Recreation Commission for the January 2020 meeting, the Chair of the Commission wanted to revisit the recommendation from the previous meeting and added the item back to the agenda to open the discussion back up after hearing about some of the challenges that neighboring cities were having with Pickleball.

At the January 13, 2020, Commission meeting, another discussion took place about some potential concerns about pickleball. They discussed the potential challenges of parking and the noise level. After the discussion, the commission voted to modify the initial recommendation of allowing Pickleball to use all four of the tennis courts everyday of the week, to the new recommendation of limiting the use to two of the courts on Wednesdays, Fridays, and Sundays for a trial period of six months. After the six-month trial period, the Commission solicited input from the neighbors surrounding the tennis courts, and the tennis patrons, to get feedback on playing pickleball on the tennis courts to use to determine the next steps for pickleball at the Wheeler Street tennis courts.

At the February 6th, 2020, City Council meeting, the City Council voted to approve the Parks and Recreation Commission's recommendation to allow pickleball on a trial basis at the Wheeler Street Tennis courts for six months. Shortly after the approval, the COVID 19 Pandemic hit the country. During this time, state and county officials issued a shelter in place order which required the closure of park amenities including tennis courts. The tennis courts remain closed until September of 2020. When the courts were able to re-open, they were limited to singles play only, and had limitations on the number of people allowed on the courts. The courts were able to be fully opened with limited restrictions when Monterey County entered the Red Tier in March 2021. Since there was a prolonged closure because of the pandemic, the trial use period was extended.

On April 19, 2021, the Parks & Recreation Commission held a special meeting to revisit Pickleball's trial use period. In an effort to solicit feedback from the residents and other users of the tennis courts. A letter was sent out to residents who live within a 300-foot radius of the courts informing them about the special meeting and the ways to participate and provide feedback. Fliers were also posted at the tennis courts with

information about the meeting and the ways to participate. At the meeting, there was a good discussion about the trial period with a lot of feedback that was both for and against the use of pickleball on the tennis courts. The residents' main issues with pickleball are the increased traffic in the neighborhood along with limited parking, which caused the users of the courts to park in front of houses and in some cases blocking driveways. There was also a lot of concern about the number of people coming to the courts, and not abiding by the approved days. The noise level of the game, and the increased amount of garbage around the courts were also a concern of the residents. The pickleball players who are local residents as well as players from other cities were very appreciative for allowing them to use it. They love the location and said it has been a welcome addition to the rotation of courts they can play at on the peninsula. After the discussion, the Commission voted unanimously to recommend to the City Council to extend the trial period for Pickleball for another year.

On May 20, 2021, the Commission's recommendation was presented to the Council. There were numerous public comments on the item that were either for or against the use of Pickleball on the courts. The City Council voted 4-1 to approve the Commission's recommendation to extend the trial period for Pickleball for an additional year. The one caveat of the approval was that tournaments were not allowed to be played on the courts. The year extension would end on May 20, 2022.

On March 21, 2022, the Parks & Recreation Commission held a special hybrid meeting to review Pickleball's trial use period. In an effort to solicit feedback from the residents and other users of the tennis courts. A letter was sent out to residents who live within a 500-foot radius of the courts informing them about the special meeting and the ways to participate and provide feedback. This was a larger radius for the notifications than what was done prior. This was done to try and get as much participation as possible.

At the meeting, there was a good discussion about the extended trial period with a lot of feedback. Overall, there were 15 people who provided public comments in person, and 2 were on Zoom. Staff also received several public comment emails prior to the meeting. While the majority of the comments were pro Pickleball, there were still some residents who were against it. The residents' main issues with pickleball are the increased traffic in the neighborhood along with limited parking, which is causing the users of the courts to park in front of houses and in some cases blocking driveways. There was also a lot of concern about the number of people coming to the courts. The noise level of the game, and the increased amount of garbage around the courts were also a continued concern of the residents. The pickleball players who are local residents as well as players from other cities were very appreciative for allowing them to use the courts over the last year. They love the location and said it has been a welcome addition to the rotation of courts they can play at on the peninsula.

After the discussion, the commission voted unanimously to recommend the following to the City Council:

- Open up the Wheeler Street Tennis Courts everyday of the week for pickleball

- between the hours of 8am - sunset.
- Add more trash cans and the courts.
- Strip all the courts for pickleball.
- Provide signage of what the rules are.
- Provide signage that states City programs will have priority use of the courts.

Alternatives to consider:

- Adopt the Park and Recreation Commission's recommendations.
- Modify the Park and Recreation Commission's recommendations to limit days/hours/number of courts to be used.
- Adopt some of the Park and Recreation Commission's recommendations.
- Eliminate Pickleball at the Wheeler Street Tennis Courts.
- Any combination of the options above and direct staff to evaluate other potential locations, including Cutino Park.

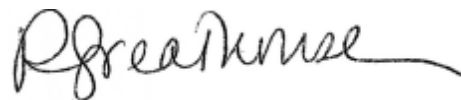
FISCAL IMPACT

Upon approval, the estimated fiscal impact would be \$5,000 - \$10,000, to stripe all of the courts with lines for Pickleball.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: April 21, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING A LICENSE TO WOWEE
CANNA TO ESTABLISH A NEW MEDICAL/ADULT
RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT
1605/1609 SANTA BARBARA STREET**

RECOMMENDATION

Adopt a resolution approving a license to Wowee Canna to establish a new medical/adult recreational cannabis retail operation located at 1605/1609 Santa Barbara Street.

BACKGROUND

In September of 2017, the City passed regulations allowing the sale, distribution, and cultivation of medical and adult-use cannabis at a limited number of locations in the City. The City Council subsequently amended the ordinance on multiple occasions. Some of the notable changes include:

- an increase in the total number of available permits,
- a requirement that applicants apply for a conditional use permit,
- the adoption of selection criteria by resolution and not by ordinance, and
- a reduced buffer distance between dispensaries.

The latest amendment to the ordinance, adopted April 2021, increased the license cap from six to eight licenses: "the total number of conditional use permits shall not exceed five valid dispensaries of each type within the West Broadway Urban Village and a total of three dispensaries of each type City-wide not located in the West Broadway Urban Village." During the regular meeting of January 20, 2022, the City Council adopted the resolution identifying selection criteria for additional cannabis retail shops. After

adoption, staff began the application process with a request for proposal ending February 28, 2022.

The new application process and selection criteria were created using available best practices with business friendliness, transparency, and fairness as paramount values. Applicants were required to submit application materials together in one complete comprehensive application as a .PDF package. Prior to an application being evaluated and ranked using the criteria, an application must have been deemed complete. The City received an application from Wowee Canna which was evaluated according to the adopted criteria:

- (a) Cannabis Dispensary License Application;
- (b) Financial Responsibility, Indemnity, and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s);
- (e) Business Owner Acknowledgment Agreement;
- (f) Proof of Property Owner Consent/Landlord Affidavit; and
- (g) Proof of Insurance or letter of insurability from the Insurance Company.

The application was carefully vetted by the City to ensure accuracy and security. The applicant received exemplary ratings for their security plan. Specific details of the security plan was limited to the Seaside Police to maximize public safety. A summary of the application follows. If approved for a license, the applicant would take the next step of applying for a conditional use permit before the Planning Commission.

The proposed business is located at 1605/1609 Santa Barbara Street, Seaside, CA, 93955, APN# 001-545-001. The proposed site is located in the mixed-use (MX) zone of the West Broadway Urban Village Specific Plan. The location consists of two combined retail spaces, 1,692 sq. ft. is an existing building with 5 occupied tenants. Application included a Zoning Conformation Letter, accurate site diagram and street view photographs. Tenant improvements included window replacement, new awnings, paint, and refacing the existing structure. Signs will comply with 17.40.

The safety plan was developed by a professional fire prevention and suppression consultant. The plan described potential hazards and provided a diagram of fire extinguisher locations, emergency exits, and alarm locations. All accidents will be immediately reported to management and the proper accident procedure implemented. Waste management procedures and locations were clearly described and all cannabis waste will be rendered unusable and unrecognizable.

The security plan was developed by a professional security consultant which was in line with state regulations. A premises diagram identified 14 camera locations and the diagram clearly identified the use of each area. The proposed facility will be a limited cash location and delivery vehicles will be equipped with a GPS monitoring system. An

on-site guard will be present during business hours. A complete outline of ongoing training for fire/security was provided in the application.

All employees will be encouraged to complete a minimum of 40 hours per year of community service. The applicant stated a contribution commitment of 2% annual gross income to local non-profits, Partnership of Youth, and Friends of Seaside Park Association. The proposed business will commit to actively engaging with the local community.

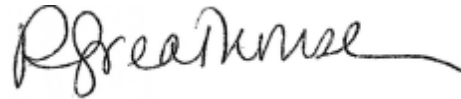
FISCAL IMPACT

None. There is potential future impact should the licensee complete a Conditional Use Permit.

ATTACHMENTS

1. Resolution
2. Wowee Canna Application

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A LICENSE TO WOWEE CANNA TO ALLOW A MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT 1605/1609 SANTA BARBARA STREET (APN# 001-545-001) IN THE MIXED-USE (MX) ZONE OF THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN

WHEREAS, in November 2016, voters in the State of California approved Proposition 64 – Adult Use of Marijuana Act, which legalized the recreational use of cannabis; and

WHEREAS, the City of Seaside approved SMC 19 Cannabis in 2017 to allow for legal adult and medical cannabis dispensaries; and

WHEREAS, in December 2017, the City of Seaside approved six adult and medical-use cannabis dispensaries; and

WHEREAS, on April 1, 2021, the City of Seaside approved updating SMC 19 text to increase cannabis dispensaries, not to exceed five in the West Broadway Urban Village specific plan area and not to exceed three outside the West Broadway Urban Village specific plan area (it is anticipated dispensaries will be both medical and adult); and

WHEREAS, in March and April, 2021, the City of Seaside stated that additional dispensary applications are not to be accepted until the Council indicates to do so at a time in the future; and

WHEREAS, on April 1, 2021, the City of Seaside passed to print an amendment to SMC 19.08.010.B and on April 1, 2021, the City of Seaside adopted amendment to SMC 19.08.010.B which requires that the criteria for dispensary selection to be established by resolution; and

WHEREAS, the Seaside City Council adopted a new application process and selection criteria by resolution for additional cannabis retail shops at a duly noticed public meeting held on January 20, 2022; and

WHEREAS, the new application process and selection criteria were created using available best practices with business friendliness, transparency, and fairness as paramount values; and

WHEREAS, the City published the selection criteria and the notice of available licenses in a request for proposal on the official City website ending February 28, 2022; and

WHEREAS, the City received an application for a License from Wowee Canna to allow the establishment of a Medical/Adult Recreational Cannabis Retail operations at 1605/1609 Santa Barbara Street (APN# 001-545-001); and

WHEREAS, the City has reviewed and evaluated according to the adopted criteria, and found Wowee Canna to have scored above the required 90% threshold; and

WHEREAS, the Seaside City Council has weighed the merits of the Wowee Canna application and reviewed the summary provided by staff at a duly noticed public meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council approve a license to allow a Medical/Adult Recreational Cannabis Retail Operation to Wowee Canna.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, duly held on the 21st of April, 2022, 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

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CANNABIS DISPENSARY
LICENSE APPLICATION

City Manager's Office-City Hall
440 Harcourt Avenue
Seaside, CA 93955
Ph: 831.718.7066
Email: tharber@ci.seaside.ca.us

APPLICANT (ENTITY) INFORMATION

APPLICANT (ENTITY) NAME: Danny Huynh DBA: Wowiee Canna
Physical Address: 1605 Santa Barbara St City: Seaside State: CA Zip: 93955
PRIMARY CONTACT (Same as above? ☒ Yes ☐ No):
Title: Owner
Address: [REDACTED] City: Seaside State: CA Zip: 93955
Phone: [REDACTED] Email: [REDACTED]@gmail.com

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS LICENSE IN THE CITY OF SEASIDE: ☒ Yes ☐ No

Select one or more of the following categories. For each category, indicate whether you are applying for Adult-Use ("A") or/and Medicinal ("M") or both ☒ Adult Use ☒ Medicinal Use

☐ Dispensary (Retail Storefront only) OR ☒ Dispensary (Retail Storefront w/delivery)

Business Formation Documentation: Describe how the business is organized (attach to Business Plan).

☐ Sole Proprietor ☐ Corporation ☐ S-Corporation ☒ Limited Liability Company ☐ Limited Partnership

PROPERTY OWNER NAME: Ronald Lee and Chau K. Lee
Address: P.O. Box 60756 City: Sunnyvale State: CA Zip: 94088
Phone: 5(408) 482-5420 Email: [REDACTED]@gmail.com
Zoning Confirmation Letter (Please attach): ☒ Yes ☐ No
Assessor's Parcel Number (APN): 011-545-001
Proposed Location Square Footage: 1,692 Sq. Ft.

APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following will be deemed incomplete unless otherwise noted by an asterisk for special deadlines, and will not move forward in the application process:

- ✓ One (1) complete and signed Cannabis Dispensary License Application form (Pages 1-3). This can only be done electronically using the City's digital drop box form, as accessed only by this hyperlink located on the Application Procedures & Guidelines.
- ✓ The Application fee submitted to the Finance Department on/or before the due date.
- ✓ All Evaluation Criteria outlined in Appendix A saved in a PDF format and submitted electronically using the City's digital drop box form which can be accessed by the hyperlink located on the Application Procedures & Guidelines. (This section shall not exceed 200 pages).^{F1}
- ✓ Proof of comprehensive general liability insurance (minimum \$1M per occurrence) or evidence by an Insurance Agency that the cannabis business is insurable.^{F2}
- ✓ A signed and notarized Property Owner Consent/Landlord Affidavit.
- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspect Terms Agreement form (Pages F1-F3).
- ✓ A signed Limitations of City Liability and Indemnification to City form (Pages F4-F6).
- ✓ Proof of Background Check Fee receipt.
- ✓ Application Zoning Confirmation Letter (ZCL).

^{F1} Background and Financial documents are not part of the 200-page limitation.

^{F2} The only information that can be submitted after the initial application is proof of insurance prior to the City Awarding a Cannabis Dispensary License however, at a minimum proof of insurability must be provided with the initial application package.

List all fictitious business names the applicant is operating under including the address where each business is located:

Wowie Canna

Has the Applicant or any of its owners been the subject of any administrative action, including but not limited to suspension, denial, or revocation of a cannabis business license at any time during the past five (5) years? If so, please list and explain:

No

Is the Applicant or any of its owners currently involved in an application process in any other jurisdiction?

No

APPLICATION CERTIFICATION

SUPPORTING INFORMATION

I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified in this application that the statements and information furnished in this application and the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the license/permit, or revocation of a license/permit issued.

In addition, I understand that the filing of this application grants the City of Seaside permission to reproduce submitted materials for distribution to staff, Commissions, Boards and City Council Members, and other Agencies to process the application. Nothing in this consent, however, shall entitle any person to make use of the intellectual property in plans, exhibits, and photographs for any purpose unrelated to the City's consideration of this application.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Seaside Municipal Code and State law.

Under penalty of perjury, I hereby declare that the information contained in within and submitted with the application is true, complete, and accurate. I understand that a misrepresentation on the facts is cause for rejection of this application, denial of a license or revocation of an issued license.

Name

Danny Huynh

Signature

Danny Huynh

Title

Owner / operator

Date

2/22/2022

For details about the information required as part of the application process, see the Application Procedures & Guidelines, City of Seaside Municipal Code Chapter 19.08, and Chapter 17 or any additional requirements to complete the application process. All documents can be found online at <https://www.ci.seaside.ca.us/633/Cannabis-Dispensaries-Permits>. For questions, please contact the

City Manager's Office at 831.718.7066 or tbarber@ci.seaside.ca.us.

OWNER INFORMATION

It must be completed by all owners with a 10% ownership or more. The total ownership percentage should equal 100%. Exception: If the business is a Publicly Traded Company (PTC), they will only be required to list all the Board of Directors and/or any person with an ownership interest of 10% or more. Please provide supporting documentation if you are claiming the PTC Waiver.

For all other business organizations if each individuals owns less than 10% just list the number of individuals who own less than 10% and the total percentage in order to get to 100%.

Add more pages as necessary to accommodate all Cannabis Dispensary Business Owners

Danny Haynh 92%

Ronald Lee 8%

**CITY OF SEASIDE
CANNABIS DISPENSARY LICENSE APPLICATION
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS**

Dated: 2/22, 2022

I hereby agree to the following terms:

1. I herewith pay the sum of \$8,000 for the application fee for the review and processing of an application for a cannabis dispensary license.
2. The entire fee amount paid to the City of Seaside ("City") is non-refundable for any reason. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain any land use entitlements or a license/permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded by me from the fees paid. This is my personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the agreement on limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing deposit an initial sum of \$10,000 to the Fund to reimburse my portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining and outstanding reimbursements have been paid to the City by me, City shall return to me any remaining unused portion of my deposit.

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in my application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business license/permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with my application are public records subject to inspection and copying by members of the public. By filing an application, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.

In the event a request for information under the California Public Records Act seeks disclosure of application materials marked by me as "Confidential information," the City will make reasonable efforts to provide notice to me prior to such disclosure to allow me to seek a protective order, injunctive relief, or other appropriate remedy. If I contend any designated application materials are exempt from the CPRA and wish to prevent disclosure, I agree that I am required, at my own, cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the California Public Records Act request. I understand and acknowledge that if I fail to obtain such a remedy before the deadline for the City's response to the request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

10. This Agreement shall constitute a separate agreement from any cannabis business license/permit approval, and that if the cannabis business license/permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
 11. This Agreement shall be construed and enforced in accordance with the laws of the State of
- Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Monterey County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Applicant(s)/Owner(s):

Printed Name

Danny Huynh

Signature

Danny Huynh

Printed Name

RONALPK. LEE

Signature

Ronald K Lee

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by at least one qualified owner)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Seaside ("City") and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to my application for a cannabis business license/permit, the issuance of the cannabis business license/permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business license/permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Seaside Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business license/permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business license/permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business license/permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business license/permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business license/permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business license/permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to my cannabis business, x) the operation of my cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, my cannabis business license/permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

laws and regulations or xiii) the alleged violation of any federal, state or local laws by my cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall apply regardless of whether a cannabis business license/permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall survive the expiration of any cannabis business license/permit or related permit or entitlement issued by the City. No modification of the license/permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

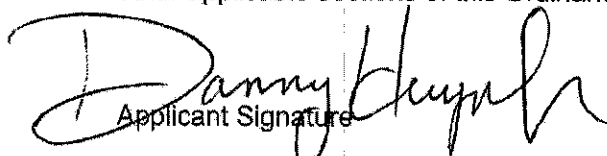
E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person whose signature appears below is authorized to sign this Agreement on behalf of the business, applicant/permittee, owners, and operators, and each of them, if more than one, and has submitted this information and all attachments as required by the application process to obtain a cannabis license/permit from the City of Seaside.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Seaside Chapter 19.02, 19.07, Chapter 17 and all other applicable sections of this Ordinance.


Applicant Signature

Wower Canna, LLC
Name of Business Entity

Danny Huynh Owner
Printed Name and Title

1605 Santa Barbara St.
Seaside, CA 93955
Address of Permitted Location

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Date

2/22/22

Danny Huynh
Applicant Signature

Wowee Canna, LLC

Name of Business Entity

Date

2/22/22

Danny Huynh Owner

Printed Name and Title

1605 Santa Barbara St. Seaside, CA

Address of Permitted Location

93955

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

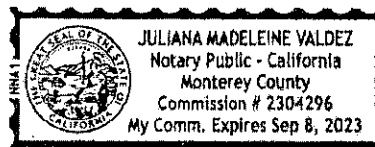
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 22 day of February, 2022, by Danny Huynh, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

[Signature]

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

OWNER ACKNOWLEDGEMENT OF USE AND AGREEMENT TO RENT

I, Ronald K. Lee and Chau K. Lee am the owner of the property located at 1605 and 1609 Santa Barbara Street, Seaside, CA, 93955 and agree to lease my property to Danny Huynh, DBA **Wowee Canna** if his application for a Use Permit and License is successful. I further stipulate that I understand the following (please initial next to each bullet):

- RKL CN The use proposed will be a cannabis related use.
- RKL CN The use will be a Cannabis Dispensary Operation.
- RKL CN Allowing this use could result in reduce access to certain banking institutions for the property owner.
- RKL CN Allowing this use could have certain insurance implications for the property owner.

As the owners of this property, I have researched and understand the implications of leasing my Property to Cannabis Related Use and accept these risks.

CHAU KIM LEE 2-22-22 - Chau

RONALD K. LEE 2-22-22 Ronald K. Lee

Printed Name

Date

Signature

[Redacted Signature]

Mailing Address

City

State

Zip

[Redacted Address] @gmail.com

011-545-001

Phone

Email

Property APN

PROPERTY OWNER CONSENT

If applicant is other than the property owner(s), the owner(s) must provide a signed statement consenting to filing pursuant to The City of Seaside Municipal Code Section 19.08.010 (A) (3) Original signatures only.

I/We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes described herein. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application(s) being filed.

Ronald K. Lee Ronald K Lee Chaw
Name CHAU KIM LEE Signature
OWNER 2-22-22
Title Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 22 day of February, 2022, by Ronald K Lee & Chau Kim Lee, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

T. Peterson (Seal)





BACKGROUND CHECK REPORT

☒ NEW☐ RENEWAL

OWNER APPLICANT INFORMATION

Lee, Ronald Keith

Name

Wowee Canna

Business Name/DBA

HdL Companies

Reviewed By

[REDACTED]

Date of Birth

Seaside

Client: City/County of

03/07/2022

Date

CALIFORNIA STATE CANNABIS LICENSING DISQUALIFIERS

☒ Applicant has NO state or local disqualifiers. ☐ Applicant failed to disclose criminal history. (See Narrative)

STATE/LOCAL DISQUALIFIERS

PER BUSINESS & PROFESSIONS CODE §26057(b)(4)

☐ A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code. (A)

☐ A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code. (B)

☐ A felony conviction involving fraud, deceit, or embezzlement.

☐ A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code. (E)

☐ A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor. (D)

ADDITIONAL INFORMATION

☒ NONE

☐ Extensive Traffic History

☐ Concerning Financial History

☐ Watch List

☐ Sex Offender

☐ N/A

LOCAL DISQUALIFIERS

☒ NONE

☐ Disqualifiers

APPLICANT DISCLOSED ARREST(S) (SEE NARRATIVE)

☐ Misdemeanor

☐ Felony

☒ None

SUPPLEMENTAL CHECKS

☒ NONE

☐ Judgements

☐ Liens

☐ Bankruptcy

☐ N/A

☐ Professional Licenses

COMMENTS

RECOMMENDATION

☒ Applicant should be considered for licensing

☐ Applicant has a possible criminal history which should be verified through LiveScan

NARRATIVE

A multi-source search of **Lee, Ronald** background revealed no California state licensing disqualifying factors that would prohibit Lee from obtaining his cannabis business license.

Wowee Canna – Start-Up Budget

Manage has assumed that \$607,640 is needed for the initial capital operating needs to open a retail dispensary. Below is a summary of the start-up costs:

Computers/Equipment/Security	\$30,000
Construction/Interior Design Improvements	\$350,000
General & Administrative	\$13,500
Legal & Accounting Expense	\$15,500
Licenses/Permits Expense	\$28,500
Insurance Expense	\$10,000
Advertising/Marketing & Promotion	\$5,000
Payroll/Employees	\$46,950
Payroll Taxes	\$3,590
Rent & Security Deposit	\$8,600
Retail/Office Supplies	\$10,000
Cannabis Inventory	\$75,000
Telecommunications & Internet/Utilities	\$3,000
Repairs & Maintenance Expense	\$8,000
Miscellaneous/Contingency Expense	\$42,000 *
SUBTOTAL	\$649,640

bc-seaside Inbox



cannabis background... Feb 21
to me ▾



Thank you for submitting your background
check application:

Name: Danny Huynh

Business Name: Wowee Canna

DBA: Wowee Canna



me 12:02 PM
to Charles ▾



----- Forwarded message -----

From: **cannabis backgroundcheck**

<noreply+5d58f4369c0159f4@formstack.com>

Date: Mon, Feb 21, 2022 at 7:23 PM

Subject: bc-seaside

To: [REDACTED]@gmail.com>

Your HdL Companies receipt [#1729-4998]

HdL Companies <receipts+acct_1FXG5eDfTtf40VZQ@stripe.com>

Mon, Feb 21, 7:23 PM

Reply-To: HdL Companies <support@hdlcompanies.com>

To: [REDACTED]@gmail.com>



Receipt from HdL Companies

Receipt #1729-4998

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$300.00	February 21, 2022	VISA - 7881

SUMMARY

Order Details: Seaside gov services - 1 pcs.	\$300.00
Amount charged	\$300.00

If you have any questions, contact us at
support@hdlcompanies.com or call at +1 909-861-4335.

Something wrong with the email? View it in your browser.

You're receiving this email because you made a purchase at HdL Companies, which
partners with Stripe to provide invoicing and payment processing.

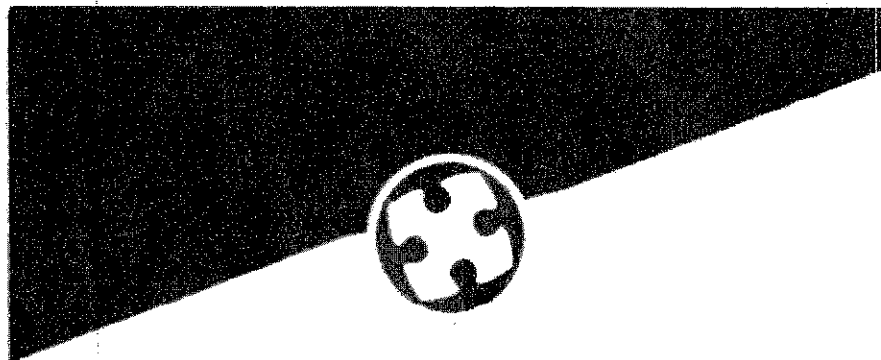
bc-seaside

Thank you for submitting your
background check application:

Name: Ronald Keith Lee

Business Name: Wowee Canna

DBA: Wowee Canna



Receipt from HdL Companies

Receipt #1367-1775

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$300.00	February 23, 2022	VISA - 7881

SUMMARY

Order Details: Seaside gov services - 1 pcs.	\$300.00
---	----------

Amount charged	\$300.00
-----------------------	-----------------

**COMMUNITY & ECONOMIC DEVELOPMENT | Planning Division**

440 Harcourt Avenue
Seaside, CA 93955

planning@ci.seaside.ca.us
<https://www.ci.seaside.ca.us/>

February 24, 2022

[REDACTED]@protonmail.com

Zoning Confirmation Letter

Proposed Business Name: Wowee Canna Dispensary

Proposed Location: 1605/1609 Santa Barbara Street. The proposed site is located in the Mixed-Use (MX) zone of the West Broadway Urban Village Specific Plan.

Seaside Municipal Code (SMC) Section 17.14.030.B. Table 2-4 lists the permitted uses of cannabis in each commercial zone. A Conditional Use Permit is required for a Cannabis Retail use.

Proposed Site's Distance to Nearest Schools

SMC Section 19.02.010.C requires that no cannabis dispensary shall be located within 600 feet of any public or private school providing instruction in any grade kindergarten through 12, excluding home schooling.

The nearest school to the proposed location of 1605/1609 Santa Barbara Street is Auburn's House Montessori School at 1242 Siddall St. The proposed site complies with the required separation distance. 1605/1609 Santa Barbara Street is located more than 600 feet from the nearest point of 1242 Siddall Street's property.

Proposed Site's Distance to Existing Cannabis Retailers

SMC Section 19.02.010.D requires that dispensaries located within the West Broadway Urban Village (WBUV) shall not be located within 400 feet of another dispensary in the WBUV.

The nearest dispensary to the proposed location of 1605/1609 Santa Barbara Street is Urbn Leaf Cannabis Dispensary at 680 Broadway Avenue/Obama Way. The proposed site complies with the required separation distance. 1605/1609 Santa Barbara Street is located more than 400 feet from the nearest point of Urbn Leaf's property.

Confirmation

1605/1609 Santa Barbara Street is more than 600 feet from the nearest school.

1605/1609 Santa Barbara Street is more than 400 feet from the nearest cannabis dispensary located within the WBUV.

GTBROWN Insurance Services, Inc.

3845 VIA NONA MARIE #222411
CARMEL, CA 93922
EIN: 82-4230656
WWW.GTBINS.COM
831-578-4566

January 25, 2022

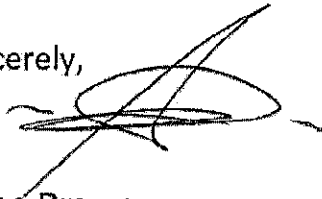
To Whom It May Concern:

Mr. Danny Huynh of Wowee Canna are future clients of GT Brown Insurance Services, Inc. They currently access too many lines of insurance placed with our agency relating to cannabis operations.

We at GT Brown Insurance Services, Inc. have the ability in quoting, offering, and providing cannabis operations insurance including but not limited to Workers Compensation, General Liability Insurance with limits of 1,000,000 per occurrence, 2,000,000 aggregate, Excess up to \$4,000,000, Property and Products Liability coverage and many other lines of insurance as well. These coverages are available for retail, manufacturing, cultivating and all other cannabis related risks.

This letter is to ensure and confirm that insurance will be quoted and offered once needed for the above mentioned insured's and their operations.

Sincerely,



Gene Brown
GT Brown Insurance Services, Inc
3845 Via Nona Marie #222411
Carmel, CA 93922
Ph-831-578-4566
e-mail gene@gtbins.com
www.gtbins.com
CA. Insurance License 0M22967
OR. Insurance License 3000625413
NV. Insurance License 3502592



Cannabis Related Business

Complete Insurance Package

SEED TO SALE

Dispensaries
Cultivators
Processors
Manufacturers
Property Managers
Laboratories
Building Owners
Wholesalers
Transporters
Retailers

- General Liability
- Professional Liability
- Commercial Property
 - ❖ Indoor & Outdoor Crop
- Management Liability
 - ❖ D&O, EPLI, and Fiduciary
- Products Liability
 - ❖ No Cannabis / Impairment Exclusion
- Workers Comp
- Cannabis Cargo
- Cash & Securities
- Cyber Crime
- Umbrella

We can provide tailored, comprehensive risk solutions for the cannabis and hemp industry with a superior level of expertise and service. We are dedicated to achieving the highest standards of compliance and ease-of-business

Colton Farris

Commercial Producer

Office: 1(866) 859-7710

Cell: 601-543-9966

Colton.Farris@nowellagency.com



We are continuously seeking alternative ways that are more cost effective than traditional approaches to provide coverage to meet your needs. Likewise, we emphasize prevention as well as coverage and educate our clients on best practices that will minimize their frequency of losses. At The Nowell Agency, Inc., customer service and client satisfaction are the focal points of our day-to-day operation.

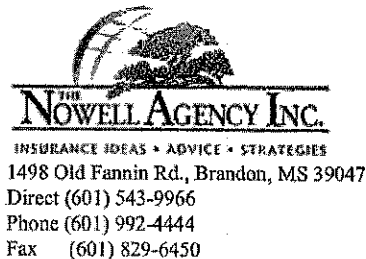


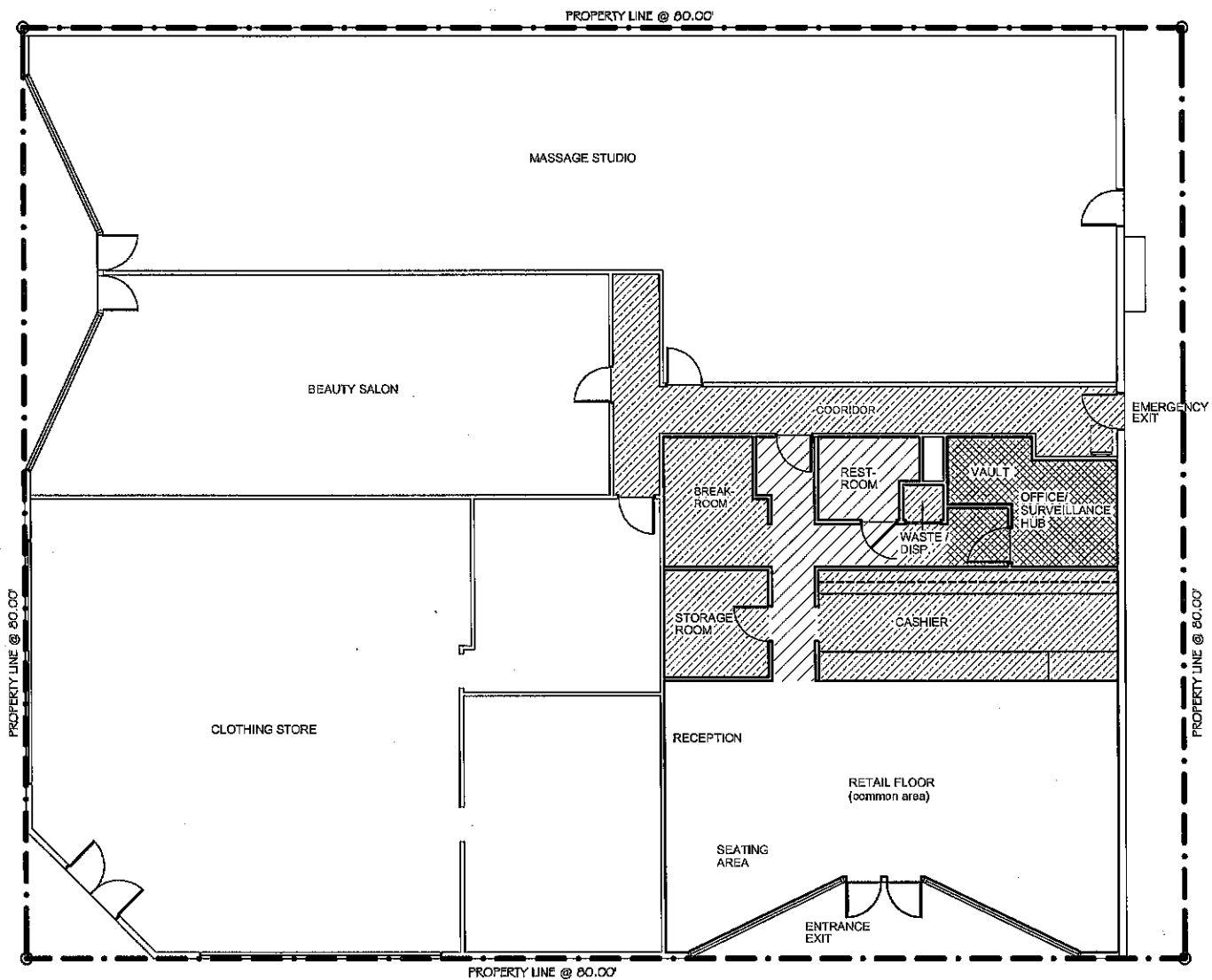
To whom it may concern,

My name is Colton Farris, and I am a licensed insurance agent who has been working with Mr. Danny Huynh to obtain insurance for his cannabis operation. Mr. Danny is the owner of a cannabis dispensary called Wowee Canna and is located at 1605 Santa Barbara St. Seaside, CA 93955. My company and I specialize in cannabis insurance, and we have access to dozens of cannabis insurance carriers through which we can quote. At the time of this letter, Mr. Danny is in the process of applying for a cannabis license in the state of California. Once Mr. Danny has obtained this license, we will be working together to make sure that his operation is appropriately insured.

Thank you.

Colton Farris





North

LIMITED ACCESS PLAN

SCALE: 1/4" = 1'-0"



LEGEND

PUBLIC AREA	
OWNER / MANAGER	
STAFF	
PUBLIC AREA STAFF AUTHORIZED	



City of Seaside Commercial Cannabis Application Phase II Evaluation Report

Wowee Canna, LLC.
Applicant Name / DBA

1605 Santa Barbara Street, Seaside, CA 93955

Proposed Location

Adult Use / Medical Use - Retail (storefront)

License Type

3/7/2022

Evaluation Date

Supplemental Information Requested

Evaluation Status

Points Available: 2,500

Points Awarded: 2,466

Score: 98.64%

PHASE II: APPLICATION EVALUATION AND REVIEW (2,500 Points)

This application process is adopted pursuant to the Seaside Municipal Code (SMC) Chapter 19.07.010 and 19.08.010.

Applications will be scored using a merit-based check box system. Points in this phase reflect the accuracy of the applications in meeting the established Council Selection Criteria. The top applicants, as determined by the City as those scoring a minimum of 90% or higher (2,250 points), in Phase II may be eligible to advance to Phase III. The decision as to how many applicants will be interviewed may change based on the quantity of applicants and the overall quality the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

Section A: Business Plan (300 pts)		Section Status	Points Available	Points Received	Page Number	Evaluation
Finances:						
A.1	Budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, State fees, utility costs, product purchases and other anticipated contingency costs. Budget is sufficient to cover start up costs and first three months of operation.	Incomplete	25	21	PDF page 32 through 37	The budget did not include maintenance costs and anticipated contingency costs.
A.1.A	Provided proof of capitalization.	Complete	25	25	PDF pages 5 through 31	Addressed criteria.
A.1.B	Provided a Pro Forma for at least three years.	Complete	25	25	PDF pages 32 through 36	Addressed criteria.
A.1.C	Provided a construction schedule, including a narrative and a timeline for completion.	Complete	25	25	PDF pages 37 & 38	Addressed criteria
Daily Operations:						
A.2	Description of day to day operations which meet industry best practice.	Complete	100	100	PDF page 39 through 45	Addressed criteria.
A.2.1	Described day-to-day operations for the Retail license:	Complete	100	100	PDF pages 39 through 45	Addressed criteria.
A.2.1.A	Described customer check-in procedures.					
A.2.1.B	Location and procedures for receiving deliveries during business hours.					
A.2.1.C	Identified the Point-of-sale system and the number of Point-of-Sale locations.					
A.2.1.D	Estimate of the number of customers to be served per hour/day.					
A.2.1.E	Described product line to be sold and percentage of sales of flower and manufactured products.					
A.2.1.F	If proposed, described delivery service procedures, number of vehicles and product security during transportation.					
A.2.1.G	Described how the cannabis business will conform to local and state laws.					
A.2.1.H	Described how cannabis and cannabis products will be tracked to prevent diversion and how the Point-of-Sale system would interact with METRC™.					
Summary	Wowee Canna, LLC will be funded by 8% owner Ronald Lee who is a silent investor/managing partner. Applicant provided multiple bank account statements and property tax statements showing sufficient proof of capital. Initial start-up costs are estimated to be approximately \$514,000. Applicant anticipated construction to begin in July of 2022 and be complete by May of 2023. Revenue projections started at a net income of approximately \$450,000 in Year 1 to 1M in Year 3. Proposed business would utilize the Smart ID scanner to check in customers. All deliveries will enter through a separate rear vendor entrance. MEADOW software was identified as their POS system and will integrate with the METRC system for inventory and tracking. The estimated number of customers is approximately 61 per day (5 per hour) with an average transaction of \$50. The percentage of sales were estimated to be approximately 34% raw flower, 10% edibles, 10% medicinals, 28% tinctures, 8% topicals, 8% dispensing devices, 4% ancillary items. Delivery service will have one vehicle. All deliveries will be sealed and in a locked container during transportation.					
Section B: Labor, Equity, Diversity and Inclusion Plan (400 pts)						
		Section Status	Points Available	Points Received	Page Number	Evaluation
B.1	Described heightened pay, benefits and recognition of the collective bargaining rights.	Complete	50	50	PDF pages 47 through 51	Addressed criteria.
B.2	Described number of employees at initial opening and maximum number of employees at full capacity.	Complete	50 After building	50	PDF page 48	Addressed criteria.
B.3	Described diversity programs, inclusion programs, and equal employment opportunities.	Complete	50	50	PDF page 49	Addressed criteria.
B.4	Identified all positions and their responsibilities.	Incomplete	50	45	PDF pages 52 & 53	Applicant listed a Retail Clerk as a position. However, the application did not include a description of the Retail Clerk responsibilities.
B.5	Described employee compensation, opportunities for continuing education, and training.	Complete	50 After building	50	PDF page 49	Addressed criteria.
B.6	Described commitment to providing a living wage.	Complete	50 After building	50	PDF page 49	Addressed criteria.



City of Seaside
Commercial Cannabis Application Phase II Evaluation Report

B.7	Described benefits such as health care, vacation, and medical leave.	Complete	50 <i>All or Nothing</i>	50	PDF page 47 & 48	Addressed criteria.
B.8	Described extent of which business is local owned, and owners resided in City.	Complete	50 <i>All or Nothing</i>	50	PDF page 56	Addressed criteria.
Summary	Employee's will start at \$18 per hour with the opportunity for growth within the company. Wovee Canna fully supports the rights of workers to associate, organize and bargain collectively. The proposed business will have 4 employees upon initial opening with a maximum of 8 employees within 5 years. The company will implement a policy honoring a variety of cultural and religious practices. The applicant stated that the proposed business will comply with pay and benefit standards and practices pursuant to the State of California Occupational Safety and Health Administration (OSHA). Danny Huynh, 92% owner has been a resident of Seaside Ca for approximately 40 years. Ronald Lee 8% owner has been a Seaside Ca resident for 5 years.					
Section C: Safety Plan (200 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
C.1	Safety Plan prepared by a California professional fire prevention and suppression consultant.	Complete	50 <i>All or Nothing</i>	50	PDF page 58	Addressed criteria.
C.2	Described all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.	Complete	50	50	PDF pages 62 through 68	Addressed criteria.
C.3	Described the business's accident and incident reporting procedures.	Complete	50 <i>All or Nothing</i>	50	PDF page 74	Addressed criteria.
C.4	Described the business's waste management locations and procedures.	Complete	50	50	PDF pages 74 & 75	Addressed criteria.
Summary	The Safety plan was developed by a professional fire prevention and suppression consultant. The plan described potential hazards and provided a diagram of fire extinguisher locations, emergency exits, and alarm locations. All accidents will be immediately reported to Management and the proper accident procedure implemented. Waste management procedures and locations were clearly described. All cannabis waste will be rendered unusable and unrecognizable.					
Section D: Security Plan (300 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
D.1	Security plan was prepared by a professional security consultant.	Complete	50 <i>All or Nothing</i>	50	PDF page 76	Addressed criteria.
D.1.A	Demonstrated the Applicant's floor plan and addressed security issues.	Complete	25	25	PDF pages 77 through 80	Addressed criteria.
Security Plan included a separate Premises Diagram which meets the requirement of DCC §15005 Premises Diagram.						
D.2	D.2.A Diagram showed all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and included a brief statement or description of the principal activity to be conducted therein.	Complete	25	25	PDF page 79 & 80	Addressed criteria.
	D.2.B Diagram identified commercial cannabis activities that will take place and identified all limited-access areas.	Incomplete	25	0	PDF Page 79	Limited access areas are not clearly identified/labeled.
	D.2.C Diagram shows all cameras locations and cameras are assigned a number to each camera for identification.	Complete	25	25	PDF Pages 78 & 79	Addressed criteria.
	D.2.D The diagram should be accurate, dimensioned and to-scale.	Complete	25	25	PDF Page 80	Addressed criteria.
	D.2.E Diagram identified which part of the property will be used for the licensed premise and activities for the remaining property.	Complete	25	25	PDF Page 80	Addressed criteria.
D.3	Included a description of operational security, general security for access/visitor control, inventory control, cash handling procedures (controls for removing off premises).	Complete	25	25	PDF pages 94 through 96	Addressed criteria.
D.4	Provided a description of perimeter security, on-site security guards, light, and parking.	Complete	25	25	PDF page 82	Addressed criteria.
D.5	Identified transportation techniques and security procedures.	Complete	25 <i>All or Nothing</i>	25	PDF pages 43 & 44	Addressed criteria.
D.6	Described employee training and general security policies.	Complete	25 <i>All or Nothing</i>	25	PDF pages 65 & 66 and PDF page 92	Addressed criteria.
Summary	The Security plan was developed by a professional security consultant which was in line with state regulations. A premises diagram identified 14 camera locations. The diagram clearly identified the use of each area. The proposed facility will be a limited cash location. Delivery vehicles will be equipped with a GPS monitoring system. An on-site guard will be present during business hours. A complete outline of ongoing training for fire/security was provided in the application.					
Section E: Qualification of Owners (300 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
E.1	Described owner's experience owning, managing, and operating a cannabis business.	Complete	100 <i>All or Nothing</i>	100	PDF page 67 and PDF page 103	Addressed criteria



City of Seaside
Commercial Cannabis Application Phase II Evaluation Report

E.2	Described the owner's knowledge of the cannabis industry best practices.	Complete	100	100	PDF page 111	Addressed criteria.
E.3	Described ownership's team involvement in day-to-day operations.	Complete	100	100	PDF page 111	Addressed criteria.
Summary	In 2018 Danny Huynh, 92% owner, obtained a Minor use permit from the city of Seaside CA for manufacturing, distribution, and cultivation. Huynh built a manufacturing and distribution facility in Seaside, CA and managed daily operations for the facility. Ronald Lee, 8% owner has extensive retail experience, and has owned 2 wholesale business 1980-1989. He currently holds an extensive real estate portfolio which includes 30 community apartment units. Huynh will be the daily operations Manager and Lee the bookkeeper and oversee all financial aspects of the proposed business.					
Section F: Neighborhood Compatibility Plan (300 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
F.1	Described how business would proactively address complaints related to noise, light, odor, and vehicle and pedestrian traffic.	Complete	25	25	PDF page 118	Addressed criteria.
F.2	Described how business would avoid becoming a nuisance to neighborhood or surrounding community.	Complete	25	25	PDF pages 118 & 119	Addressed criteria.
Odor Mitigation Practices:						
F.3	F.3.A Identified potential sources of odor.	Complete	15 <i>All or Nothing</i>	15	PDF page 119	Addressed criteria.
	F.3.B Described odor control devices and techniques utilized to ensure odors are not detected beyond licensed premises.	Complete	15 <i>All or Nothing</i>	15	PDF page 119	Addressed criteria.
	F.3.C Described staff training and system maintenance plans.	Complete	10 <i>All or Nothing</i>	10	PDF page 61	Addressed criteria.
F.4	Described waste disposal locations, security measures, rendering cannabis waste unusable and unrecognizable, and vendor in charge of disposal.	Complete	10	10	PDF page 74	Addressed criteria.
Application included the following information about the proposed location:						
F.5	F.5.A Described physical address, overall property, building, and interior floor plan.	Complete	25	25	PDF page 134	Addressed criteria.
	F.5.B Described all State and Local sensitive use areas.	Complete	25	25	PDF page 121	Addressed criteria.
	F.5.C Described walkways or paths to schools and how the business would proactively protect youth from exposure to the cannabis business.	Complete	25	25	PDF page 121	Addressed criteria.
	F.5.D Described proactive steps to address community concerns to protect youth.	Complete	25	25	PDF page 121	Addressed criteria.
	F.5.E Provided proof of property ownership, lease agreement, or letter of intent to lease.	Complete	25	25	PDF page 11	Addressed criteria.
	F.5.F Provided a vicinity map.	Complete	25	25	PDF page 142	Addressed criteria.
	F.5.G Provided photographs of existing site and buildings.	Complete	25	25	PDF pages 39- through 41	Addressed criteria.
	F.5.H Described employee and customer access to public transportation.	Complete	25	25	PDF page 142	Addressed criteria.
Summary	The on-site Manager will address and respond to all complaints within 24-hrs. Applicant stated that all responsible measures will be taken to discourage and correct any negative conditions within the surrounding community. A negative pressure ventilation and carbon filtration system will be used to prevent the detection of odors. A detailed maintenance outline was provided in the application. All cannabis waste will be rendered unusable and unrecognizable using a compost method. The proposed facility identified GAIACA as their waste management vendor. Proposed location has 16 parking spaces. Proposed location has no known sensitive use areas within a mile radius. The proposed business committed to proactively protecting youth on nearby paths from any exposure to the facility by mitigating odor, having no visible products from the outside, security guard(s) on premises and no advertising directed towards youth. A signed lease agreement was included from the 8% owner, Ronald Lee, the property owner of the proposed location. Nearest public bus transit location is located within a few yards from the proposed location on Fremont Blvd.					
Section G: Community Benefits and Investments Plan (400 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
G.	Described benefits business would provide to community. (i.e. volunteer services, monetary donations, financial support)	Complete	400	400	PDF page 122	Addressed criteria.
Summary	All employees will be encouraged to complete a minimum of 40 hrs. per year of community service. Applicant stated a contribution commitment of 2% annual gross income to local non-profits, Partnership of Youth, and Friends of Seaside Park Association. The proposed business will commit to actively engage in the local community.					
Section H: Proposed Location (300 points)		Section Status	Points Available	Points Received	Page Number	Evaluation
H.	Provided a description of the proposed location, overall site, existing and/or proposed building(s), parking spaces, driveways, sidewalks/rights-of-way, neighborhood businesses and parcel.	Complete	60	60	PDF pages 119 through 121 & pages 134 & 135	Addressed criteria.



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H.1	Provided proof of appropriate zoning.	Complete	60 <i>Adm or Rptg</i>	60	PDF 5 page 1	Addressed criteria.
H.2	Provided photographs of the front (street facing) side of the building.	Complete	60	60	PDF pages 126 & 127	Addressed criteria.
H.3	Provided an accurate site diagram of the proposed location.	Complete	60	60	PDF page 143	Addressed criteria.
H.4	Described how the business will rehabilitate a vacant or substandard building.	Complete	60	60	PDF pages 135 through 138	Addressed criteria.
Summary	The proposed business is located at 1805/1809 Santa Barbara Street, Seaside, CA, 93955, APN# 001-545-001. The proposed site is located in the mixed-use (MX) zone of the West Broadway Urban Village Specific Plan. The location consists of two combined retail spaces, 1,692 sq. ft. It is an existing building with 5 occupied tenants. Application included a Zoning Conformation Letter, accurate site diagram and street view photographs. Tenant improvements included window replacement, new awnings, and paint and reface existing structure.					



BACKGROUND CHECK REPORT

☒ NEW☐ RENEWAL

OWNER APPLICANT INFORMATION

Huynh, Danny

Name

Date of Birth

Wowee Canna

Seaside

Business Name/DBA

Client: City/County of

HdL Companies

03/07/2022

Reviewed By

Date

CALIFORNIA STATE CANNABIS LICENSING DISQUALIFIERS

☒ Applicant has NO state or local disqualifiers. ☐ Applicant failed to disclose criminal history. (See Narrative)

STATE/LOCAL DISQUALIFIERS PER BUSINESS & PROFESSIONS CODE §26057(b)(4)

☐ A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code. (A)

☐ A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code. (B)

☐ A felony conviction involving fraud, deceit, or embezzlement.

☐ A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code. (E)

☐ A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor. (D)

ADDITIONAL INFORMATION

☐ NONE

☐ Extensive Traffic History

☒ Concerning Financial History

☐ Watch List

☐ Sex Offender

☐ N/A

LOCAL DISQUALIFIERS

☒ NONE

☐ Disqualifiers

APPLICANT DISCLOSED ARREST(S) (SEE NARRATIVE)

☐ Misdemeanor

☐ Felony

☒ None

SUPPLEMENTAL CHECKS

☐ NONE

☐ Judgements

☒ Liens

☐ Bankruptcy

☐ N/A

☐ Professional Licenses

COMMENTS

1 lien from 1999

RECOMMENDATION

☒ Applicant should be considered for licensing

☐ Applicant has a possible criminal history which should be verified through LiveScan

NARRATIVE

A multi-source search of **Huynh, Danny** background revealed no California state licensing disqualifying factors that would prohibit **Huynh** from obtaining his cannabis business license.