



AGENDA

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

CONCURRENT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, June 16, 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>
WEBINAR ID: 819 3683 2059
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. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS AND COMMUNITY ENGAGEMENT SPECIALIST)

B. BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PROJECT (NISHA PATEL, CITY ENGINEER/PUBLIC WORKS DIRECTOR)

8. CONSENT AGENDA

A. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

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

B. APPROVE MINUTES FROM JUNE 2, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

C. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 23, 2022, through May 6, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending May 5, 2022. Total Accounts Payable and Payroll for the above referenced period is \$1,465,137.70.

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM KINDNESS ROCKS 831

RECOMMENDATION: Approve a request from Kindness Rocks 831 for a donation of \$3,000.00 from the Mayor's Youth Fund for the cost associated with their projects and talent show.

E. ADOPT A RESOLUTION DECLARING JULY AS BEBE MOORE CAMPBELL NATIONAL MINORITY MENTAL AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Adopt a resolution declaring the month of July as Bebe Moore Campbell National Minority Mental Health Awareness Month.

F. ADOPT A RESOLUTION MODIFYING THE CITY MANAGER SALARY EFFECTIVE JULY 1, 2022

RECOMMENDATION: Adopt a resolution increasing the salary for the City Manager effective July 1, 2022.

G. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR HYDROGEOLOGICAL SERVICES

RECOMMENDATION: Adopt a resolution approving the following firms as qualified to provide On-Call hydrogeological services:

1. Daniel B. Stephens & Associates, Inc.
2. Dudek, Inc.
3. Montgomery & Associates, Inc.

H. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONSTRUCTION AGREEMENT WITH GLOBAL MODULAR, INC. FOR THE CONSTRUCTION, DELIVERY, AND INSTALLATION OF A NEW MODULAR BUILDING FOR THE NEW CITY HALL STAFF TRAILER FOR AN AMOUNT NOT TO EXCEED \$279,000.00.

RECOMMENDATION: Approve a resolution:

1. Approving the plans and specifications;
2. Awarding a construction contract agreement with Global Modular, Inc. for an amount not to exceed \$279,000.00;
3. Establishing a 5% contingency for a total project construction amount not to exceed \$293,000.00; and
4. 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, for the New City Hall Staff Trailer Project.

I. ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR \$59,950.00 WITH NICK CHAMPI ENTERPRISES INC. FOR THE INSTALLATION OF A SOLAR POWER GATE ON EUCALYPTUS ROAD, AND MAKE A BUDGET AMENDMENT OF \$17,755.00 IN FISCAL YEAR 2021-2022

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a contract with Nick Champi Enterprises Inc. for a solar power gate on Eucalyptus Road in the amount of \$59,950.00, and make a budget amendment for the amount of \$17,755.00 in fiscal year 2021-2022.

J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE CITY OF DEL REY OAKS FOR THE PROVISION OF FIRE PROTECTION AND PREVENTION SERVICES

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement to provide fire protection and fire prevention services to the City of Del Rey Oaks for a three-year period

K. ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

RECOMMENDATION: Authorize the City Manager to sign the Memorandum of Understanding for assistance with compliance with SB1383.

L. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE

**BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT
PROJECT FOR AN AMOUNT NOT TO EXCEED \$598,004.83**

RECOMMENDATION: Adopt a resolution approving a professional services agreement to perform Project Approval and Environmental Document Phase services for the Broadway Avenue Corridor Complete Street Improvement Project with Kimley-Horn and Associates, Inc. for an amount not to exceed \$598,004.83.

**M. APPROVE THE NEIGHBORHOOD IMPROVEMENT COMMISSION
RECOMMENDATIONS FOR THE USE OF ALLOCATED FUNDING FOR
COMMUNITY AND PARK IMPROVEMENTS**

RECOMMENDATION: 1. Approve the Neighborhood Improvement Commission's recommended use of collected TOT funds generated by short-term rentals and allocated for community and park improvements; and

2. Authorize the City Manager to sign any contracts and agreements to expend the amounts recommended for the projects identified without additional approval by the City Council.

9. PUBLIC HEARING

**A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AMENDING CHAPTERS 8.38 AND 8.39 REGARDING SMOKING
REGULATIONS ADDRESSING VAPING AND FLAVORED TOBACCO
PRODUCTS AND MAKING AN ENVIRONMENTAL DETERMINATION OF
EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(FIRST READING – ROLL-CALL VOTE)**

RECOMMENDATION: First reading of an ordinance amending SMC Chapter 8.38 and 8.69 regarding smoking regulations addressing vaping and flavored tobacco products and making an environmental determination of exemption under the CEQA.

10. BUSINESS ITEMS

**A. APPROVE BROADWAY WALK OF FAME AD-HOC COMMITTEE
RECOMMENDATIONS**

RECOMMENDATION: Review and approve the Broadway Walk of Fame Ad-Hoc Committee and staff recommendations for implementation, design, installation and policy.

**B. CONSIDER A REQUEST TO CLOSE BROADWAY AVENUE AND FOR CO-
SPONSORSHIP OF THE PROPOSED SUMMERTIME VIBES ON BROADWAY
ON JULY 23, 2022, AND AUGUST 27, 2022**

RECOMMENDATION: Consider a request from Deja Blue to close Broadway Avenue, City co-sponsorship, and to waive all costs associated with two days of the Summertime Vibes on Broadway in the amount of \$11,455.10.

C. ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 3.81% INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2022, ACCORDING TO THE COST-BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY, INC.

RECOMMENDATION: Adopt a resolution increasing the GreenWaste collection rate by the contractually required rate of 3.81%.

D. ADOPT A RESOLUTION APPROVING THE CITY MANAGER APPOINTMENT AND EMPLOYMENT AGREEMENT

RECOMMENDATION: Approve a resolution authorizing the appointment of Jaime Fontes as City Manager and the execution of the Employment Agreement.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS 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

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

A. 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.

B. 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.

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

Address: 1579 & 1583 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014 & 011-279-006
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: Price, terms of payment or both.

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

Existing Litigation
People v. Arzadon, Monterey County Superior
Court case: 20CV003118

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Potential Litigation (2 Matters)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 7, 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: June 16, 2022

SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION

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

BACKGROUND

On or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing. In the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections. In the months of April and May 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff.

Government Code section 54953(e), authorizes remote teleconference meetings without complying with the notice requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency.

On June 8, 2022, the Monterey Herald reported that Monterey County has been reclassified as a "High Community Spread" for COVID by the Center for Disease Control based upon the increase of cases and the increase in the use of hospital beds. Social distancing and masking indoors, especially in high traffic public places, is strongly

encouraged.

The public should be aware, that although the City has adopted these findings, the City will exercise discretion as to when and how they will utilize the emergency provisions in the AB361 Resolution and the City's agendas will guide public participation in future meetings. When the provisions of AB361 are being utilized, the agenda will specifically outline public participation, the need for a Roll Call vote and the requirement that the City Council not conduct business if the technology is unavailable.

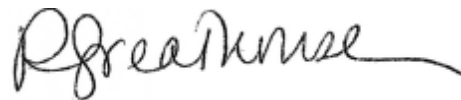
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

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

**MAKING FINDINGS FOR AND AUTHORIZING REMOTE
TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH GOVERNMENT
CODE SECTION 54953(e)**

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing; and

WHEREAS, in the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections; and

WHEREAS, in the month of April and May 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff; and

WHEREAS, on or about June 2, 2022, the Center for Disease Control designated Monterey County to be a county of high community transmissibility for COVID given the increase in the number of COVID cases and the increase in the use of hospital beds (as compared to the previous weeks); and

WHEREAS, Government Code section 54953(e), authorizes the remote teleconference meetings without complying with the noticing requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code section 54953(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, the notable increase in COVID cases amongst City residents and City staff are grounds to authorize the use of remote teleconference participation pursuant to Government Code section 54953(e) when determined by the City to be necessary, in the conduct of the City's business.
3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, but not limited to, conducting open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and/or other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 16th day of June, 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



DRAFT MINUTES

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

CONCURRENT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, June 2, 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

Mayor/Chair Oglesby called for a moment of silence for victims of gun violence.
Council/Agency Member Garcia-Arrazola led the pledge.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Lynda Cunningham, Pastor Ronald Britt

6. PUBLIC AGENCY COMMUNICATIONS

District 1 - Director Alvin Edwards, Monterey Peninsula Water Management District

7. PRESENTATIONS

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

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

B. 2022 ILLEGAL FIREWORKS ENFORCEMENT PLAN FOR 4TH OF JULY (NICHOLAS BORGES, ACTING POLICE CHIEF)

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

C. VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

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

8. CONSENT AGENDA

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to 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. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

ACTION: ADOPTED RESO #22-61

B. APPROVE MINUTES FROM MAY 18, 2022

ACTION: APPROVED

C. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

E. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR ENGINEERING SERVICES

ACTION: ADOPTED RESO #22-62

F. ADOPT A RESOLUTION ACCEPTING AN ADDITIONAL \$300,000.00 IN EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING

ACTION: ADOPTED RESO #22-63

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE

**A PROFESSIONAL SERVICES AGREEMENT WITH MAZE & ASSOCIATES
ACCOUNTANCY CORPORATION, FOR INDEPENDENT ANNUAL AUDIT
SERVICES, WITH A YEAR ONE NOT TO EXCEED AMOUNT OF \$52,780.00**

ACTION: ADOPTED RESO #22-64

**H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP,
INC FOR PREPARATION OF AN INITIAL STUDY FOR REVISIONS TO THE
HOTEL COMPONENT OF THE SEASIDE RESORT PROJECT FOR AN
AMOUNT NOT TO EXCEED \$100,000.00**

ACTION: ADOPTED RESO #22-65

9. BUSINESS ITEMS

**A. CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR
2022-2023 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL
OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, FEE SCHEDULE,
POSITION CONTROL LIST, SALARY SCHEDULE, THE APPROPRIATIONS
LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET RESERVE AMOUNTS**

Acting City Manager Roberta Greathouse and Finance Director Victor Damiani provided an overview of the budget, incorporated changes and revisions. Staff responded to questions from the Council.

PUBLIC COMMENT: Dave Evans, Darryl Choates, Lynda Cunningham, Peter Kaiser, Pastor Harold Lusk

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Wizard and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the fiscal year 2022-2023 with edits as proposed and recommended.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-66

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Request for Tiny Tots University exterior wall estimation (Oglesby)

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate a report out.

A. 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.

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

Address: 1579 & 1583 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014 & 011-279-006
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: price, terms of payment or both.

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

People v. Arzadon, Monterey County Superior
Court case: 20CV003118

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

Potential Litigation (1 Matter)

E. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYMENT

City Manager Recruitment

Upon the return from closed session, the City Attorney reported that the public could expect to hear an announcement regarding the City Manager recruitment on June 16.

13. ADJOURNMENT

With no further business, the meeting adjourned in the honor and memory of those that have lost their lives to gun violence, at 8:45 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: June 16, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 23, 2022, through May 6, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending May 5, 2022. Total Accounts Payable and Payroll for the above referenced period is \$1,465,137.70.

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:

- \$13,788.72 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of February 2022 for the 13 Seaside motels/hotels.
- \$32,894.28 to Monterey County Sheriff - Coroner for Criminal Justice Information System for the quarter ending 3/31/2022.
- \$18,199.24 to Wallace Group for March 2022 Prof. services for: Groundwater

Recharge Study; Ellis Park Improvements; Campus Town Plan Check Services; SCSD Fremont, Broadway, & Ortiz sewer repair; West End Sand City Construction Inspection; On-Call Water Strategy Consulting. Professional Services during October & November 2021 for MCWD Groundwater Sustainability Plan.

- \$15,363.00 to Monterey Regional Waste for March 2020-February 2021 Green Waste Franchise Fee.
- \$80,540.77 to US Bank - Calcard for City of Seaside purchase card transactions for the billing period of 1/23/22 - 2/22/22 & 2/23/22 - 3/22/22.
- \$12,650.00 to Sergio Lopez for Parker Flats Road Services, including: compact soil and spreading bedding; cleanup of pedestrian trail.
- \$11,763.83 to United Site Services of California, Inc. for portable showers for the Fire Department during the period 2/14/2022-5/8/2022; 610 Olympia Trailer Kit rental during 3/18/2022-4/14/2022.
- \$11,709.50 to Burke, Williams, & Sorensen LLP for special counsel support during March 2022, file No 05775-0003; Labor relations and employment law services during February 2022.
- \$13,125.00 to Clifton, Larson, & Allen LLP for Re-issued check for audit services through 3/28/2022. Previous check voided.
- \$10,124.85 to Sturdy Oil Company for Ethanol/Diesel fuel delivered 4/6/2022.
- \$13,716.00 to Seaview Affordable Communities, LP for United Way rental assistance for Elizabeth Corona & Maria Ruvalcaba for the months of: 5/1/2022, 6/1/2022, & 7/1/2022; Denisha Ervin for the months of: 8/1/2021, 10/1/2021, 2/1/2022, 4/1/2022, 5/1/2022.
- \$11,906.25 to DKS Associates for West Broadway Parking Assessment Services during March 2022.
- \$19,952.00 to Urban 3, LLC for Consulting Fee for Community Facilities District.

The Net Payroll and Payroll benefits total was \$733,839.94.

The remaining checks, totaling \$465,564.32, 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.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 16, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM KINDNESS ROCKS 831**

RECOMMENDATION

Approve a request from Kindness Rocks 831 for a donation of \$3,000.00 from the Mayor's Youth Fund for the cost associated with their projects and talent show.

BACKGROUND

Kindness Rocks 831 is requesting a donation of \$3,000.00 from the Mayor's Youth Fund for the cost associated with their projects and talent show. Their organization's mission is to facilitate community art installations, and other multimedia resources, that bring communities together through a collaborative experience where each member of the community can participate in working towards the inclusive goal of cultivating connection and a renewed sense of belonging.

Kindness Rocks 831 has several events planned in the coming weeks. There will be a beach clean-up at Seaside beach, a community paint day in June, rock garden displays at various Seaside parks, and a Talent Show. The funds will be used to procure art supplies, rocks, trash bags, gloves, PVC signs for gardens, 10 X 10 garden boxes, disc jockey for their talent show, and flyers for promotion. Kindness Rocks 831 will recycle all plastic, glass, paper, and metals that are found during their beach clean-ups.

Based on the information in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that Kindness Rocks 831 has requested a donation.

FISCAL IMPACT

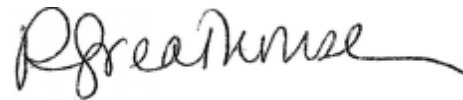
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$16,600.73. If the City Council approves this request, the balance will drop to \$13,600.73.

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 Kindness Rocks 831 2022
2. Kindness Rocks 831 501(c)(3) and Non Profit Information 2022
3. Kindness Rocks 831 W-9 2022

Reviewed for Submission to the City Council by:



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.

###

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: Kindness Rocks 831

Address: 1848 Juarez St, Seaside, CA 93955

Email: Kindnessrocks 831 @ gmail.com

Phone Number: Home _____ Work _____ Cell 831 236 8567

Name of Individual: Samantha Chioino

% Residents or Students of Seaside: 90 %

of Participants: 50-100

Ages: 1-100

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?

Yes.

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

Several events: Beach Cleanup in June at Seaside Beach, Kindness Rock garden displays in several Seaside parks, Community paint day June 11th, and funding for 831 Talent Show.

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.

Funds will be used on art supplies, rocks, trash bags, gloves, PVC signs for gardens, refreshments for community, 10x10 garden boxes, fees for Oldemeyer Center hall Talent Show, Disc Jockey for talent show, flyers.

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

We accept donations and also sell t-shirts which gains very small revenue for events.

*Total Amount Requested: (See Contribution limits) \$3,000.00

How do we recycle?

Kindness Rocks has 3 beach cleanups in Seaside per year. We recycle all plastic, glass, paper and metals that are found on the beach.

Kind regards,
Samantha Chioino

Date of this notice: 05-11-2022

Employer Identification Number:
88-2251037

Form: SS-4

Number of this notice: CP 575 G

KINDNESS ROCKS 831 LIMITED
SAMANTHA M CHIOINO SOLE MBR
1848 JUAREZ ST
SEASIDE, CA 93955

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2251037. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Articles of Incorporation

A set of formal documents filed with the Secretary of State to legally document the creation of a new business entity.



5038028

B0652-4947 04/21/2022 12:41 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA NONPROFIT CORPORATION
PUBLIC BENEFIT

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 5038028

Date Filed: 4/21/2022

Corporation Name	KINDNESS ROCKS 831 LIMITED
Initial Street Address of Principal Office of Corporation Principal Address	1848 JUAREZ ST SEASIDE, CA 93955
Initial Mailing Address of Corporation Mailing Address	1848 JUAREZ ST SEASIDE, CA 93955
Attention	
Agent for Service of Process	
☒ I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.	
California Registered Corporate Agent (1505)	LEGALINC REGISTERED AGENTS, INC. Registered Corporate 1505 Agent
Purpose Statement	This corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: Public purposes
Additional Statements	The specific purpose of this corporation is to Our purpose is to spread kindness throughout the community by painting/hiding words of hope on rocks. This corporation is organized and operated exclusively for the purposes set forth within the meaning of Internal Revenue Code section 501(c)(3). No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office. The property of this corporation is irrevocably dedicated to the purposes set forth herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3). Notwithstanding any of the above statements of purpose and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of these Articles of Incorporation.	
Electronic Signature	☒ I declare that I am the person who executed this instrument, which execution is my act and deed.

LOVETTE DOBSON

Signature

04/21/2022

Date

Statement of the Incorporator

A document signed by the Incorporator, which identifies the initial directors of the corporation.

**STATE of CALIFORNIA
STATEMENT *and* RESIGNATION of the INCORPORATOR
A NONPROFIT CORPORATION**

The undersigned, the Incorporator of **KINDNESS ROCKS 831 LIMITED**, who signed and filed its Articles of Incorporation (or similar organizing document) with the California Secretary of State (or other appropriate state office), appoints the following individuals to serve as directors of the corporation, who shall serve as directors until the first meeting of shareholders for the election of directors and until their successors are elected and agree to serve on the board:

Name and address of each initial director:

SAMANTHA CHIOINO
1848 JUAREZ ST
SEASIDE, CA 93955

Additionally, the undersigned does hereby tender his/her resignation as Incorporator for the Corporation, and from any and all involvement with, control of, or authority over the Corporation, real or perceived, effective immediately.

Dated: April 29th, 2022

A handwritten signature in black ink that reads "Lovette Dobson". The signature is written in a cursive, flowing style.

Lovette Dobson, Incorporator

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. Kindness Rocks 831	
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) ►	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.)
5 Address (number, street, and apt. or suite no.) See instructions. 1848 Juarez Street	Requester's name and address (optional)
6 City, state, and ZIP code Seaside, CA 93955	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
8	8	-	2	2	5	1	0	3	7

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 ►

Samantha Chioino

Date ► 5/24/2022

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.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: June 16, 2022

**SUBJECT: ADOPT A RESOLUTION DECLARING JULY AS BEBE MOORE
CAMPBELL NATIONAL MINORITY MENTAL AWARENESS MONTH
IN THE CITY OF SEASIDE**

RECOMMENDATION

Adopt a resolution declaring the month of July as Bebe Moore Campbell National Minority Mental Health Awareness Month.

BACKGROUND

In May of 2008, the US House of Representatives announced July as Bebe Moore Campbell National Minority Mental Health Awareness Month.

The goal of the resolution, sponsored by Rep. Albert Wynn and co-sponsored by a large bipartisan group was to:

1. Improve access to mental health treatment and services and promote public awareness of mental illness, and;
2. Name a month as the Bebe Moore Campbell National Minority Mental Health Awareness Month to enhance public awareness of mental illness and mental illness among minorities.

The City of Seaside advocates destigmatizing mental illness, especially in communities of color, by adopting this resolution and declaring July as Bebe Moore Campbell Minority Mental Health Awareness month in the City of Seaside.

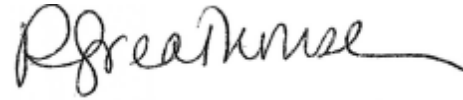
FISCAL IMPACT

None

ATTACHMENTS

1. 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

City of Seaside PROCLAMATION



Bebe Moore Campbell National Minority Mental Health Awareness Month July 2022

WHEREAS, the United States House of Representatives on May 21, 2008, and the United States Senate on June 2, 2008, adopted a resolution declaring the month of July as "**Bebe Moore Campbell National Minority Mental Health Awareness Month**"; and

WHEREAS, both Houses of Congress saw the need to name this month after the late Bebe Moore Campbell, a renowned African American author and founder of the Greater Los Angeles chapter of the National Alliance for the Mentally Ill (NAMI); and

WHEREAS, Every July, the National Alliance on Mental Illness (NAMI) leads the nation's observance of the **Bebe Moore Campbell National Minority Mental Health Awareness Month**. The 2022 theme is "**Together for Mental Health**", "an opportunity for all of us to use our voices together to advocate for mental health and access to care for all"; and

WHEREAS, Bebe Moore Campbell spent countless hours and days meeting with Representatives and Senators to highlight the need for a special month to highlight the issue of disparities in mental health treatment for African Americans and other people of color that often led to misdiagnosing and culturally incompetent treatment of members of Black Indigenous, People of Color (BIPOC) communities; and

WHEREAS, Bebe Moore Campbell, in the founding of the Greater Los Angeles Chapter of NAMI, utilized that chapter to further educate the public at large and BIPOC communities specifically about the realities of mental illness in those communities, the importance of mental health treatment and care and reduce the stigma and cultural distrust of any government services that often deterred these communities from seeking such treatment; and

WHEREAS, The Village Project, Inc., a City of Seaside-based organization, continues to be a lead organization in the California Reducing Disparities Project (CRDP), helping to bring about State-recognized Culturally/Community Defined Evidence Practices (CDEP's) as a means of providing effective culturally-and identity-informed services for members of BIPOC and LGBTQ+ communities; and

WHEREAS, the month of July, especially, but for all months, generally, should serve to highlight the ongoing need for system change which will necessarily involve the recruitment, development and retention of many more mental health practitioners and programs from the BIPOC and LGBTQ+ communities to carry out this still much needed work in these historically unserved, underserved and inappropriately served communities.

NOW THEREFORE, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim July 2022 as **Bebe Moore Campbell National Minority Mental Health Awareness Month** in the City of Seaside. Ca.

Ian N. Oglesby, Mayor
June 16, 2022

Packet Page 36



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Victor Damiani, Finance Director

DATE: June 16, 2022

**SUBJECT: ADOPT A RESOLUTION MODIFYING THE CITY MANAGER
SALARY EFFECTIVE JULY 1, 2022**

RECOMMENDATION

Adopt a resolution increasing the salary for the City Manager effective July 1, 2022.

BACKGROUND

Following the resignation of City Manager, Craig Malin, the City conducted a recruitment to fill the vacancy. The City's recruiter conducted a salary survey and determined that the City's salary was not competitive. As a result, the City Council authorized an increase in the salary from \$210,000 annually to \$250,000 annually. The increased salary will go into effect on July 1, 2022, to coincide with the proposed start date of the new City Manager.

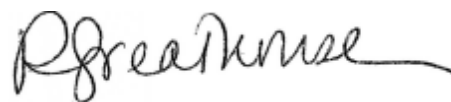
FISCAL IMPACT

The salary increase will increase the City Manager's operating budget by \$40,000.00 in fiscal year 2022-2023. Staff recommends reviewing the City Manager's budget at the annual mid-year budget review meeting and adjusting the budget at that time, if necessary.

ATTACHMENTS

1. 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

RESOLUTION NO. 22-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
INCREASING THE CITY MANAGER SALARY EFFECTIVE JULY 1, 2022**

WHEREAS, the City's salary schedule may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide competitive salary and benefits to provide greater efficiency in the operation of the City and enhance service levels, the City Council may modify the City's salary schedule; and

WHEREAS, after conducting a market study, the City Council determined that the City Manager salary should be set at \$250,000 annually; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves modifying the Salary Schedule as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: June 16, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT
LIST FOR HYDROGEOLOGICAL SERVICES**

RECOMMENDATION

Adopt a resolution approving the following firms as qualified to provide On-Call hydrogeological services:

1. Daniel B. Stephens & Associates, Inc.
2. Dudek, Inc.
3. Montgomery & Associates, Inc.

BACKGROUND

The City requires hydrogeological services to support City priorities including the delivery of Capital Improvement Projects. These services include but are not limited to: general hydrogeological services by a hydrogeologist certified by the California Board of Professional Engineers, Land Surveyors, and Geologists; water well permitting, drilling, and design; well and aquifer testing and trouble shooting; and performing groundwater resource studies. Staff do not have the specialized expertise to perform these types of services. There is a need for these services due to the capital improvement program projects planned for the next few years.

City staff released a Request for Qualifications (RFQ) on April 14, 2022, seeking qualified firms or individuals to provide hydrogeological services within the City of Seaside.

On May 20, 2022, the City received Statement of Qualifications (SOQs) from three firms. City staff reviewed the SOQs based upon criteria presented in the RFQ and selected the following qualified firms to meet the City's needs:

1. Daniel B. Stephens & Associates, Inc.
2. Dudek, Inc.
3. Montgomery & Associates, Inc.

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

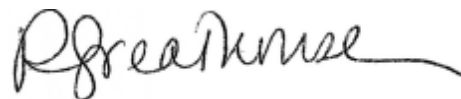
FISCAL IMPACT

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

ATTACHMENTS

1. Resolution

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 AN ON-CALL LIST FOR HYDROGEOLOGICAL SERVICES

WHEREAS, hydrogeological services include water well design, document preparation, field inspection services, monitoring and data gathering services, performance testing, perform research studies and field studies, perform runoff monitoring and model development, assess infiltration devices, and provide operational support to City personnel, in relation to hydrogeological operations; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in hydrogeological services and maintain necessary licenses; and

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

WHEREAS, on April 14, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide hydrogeological services; and

WHEREAS, on May 20, 2022, proposals were received from three firms offering professional services; and

WHEREAS, a City staff reviewed and identified the firms shown in Exhibit 'A', attached, based upon qualifications.

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

BE IT FURTHER RESOLVED, approval to provide Hydrogeological On-Call Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 16, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of June, 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

EXHIBIT "A"

**On-Call List for Hydrogeological Services
June 16, 2021
City of Seaside**

Daniel B. Stephens & Associates, Inc.

3916 State Street, Garden Suite
Santa Barbara, CA 93105

Dudek, Inc.

605 Third Street
Encinitas, CA 92024

Montgomery & Associates, Inc.

1970 Broadway, Suite 225
Oakland, CA 94612



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: June 16, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND AWARDED A CONSTRUCTION AGREEMENT WITH GLOBAL MODULAR, INC. FOR THE CONSTRUCTION, DELIVERY, AND INSTALLATION OF A NEW MODULAR BUILDING FOR THE NEW CITY HALL STAFF TRAILER FOR AN AMOUNT NOT TO EXCEED \$279,000.00.

RECOMMENDATION

Approve a resolution:

1. Approving the plans and specifications;
2. Awarding a construction contract agreement with Global Modular, Inc. for an amount not to exceed \$279,000.00;
3. Establishing a 5% contingency for a total project construction amount not to exceed \$293,000.00; and
4. 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, for the New City Hall Staff Trailer Project.

BACKGROUND

In order to provide adequate accommodation for City of Seaside staff, additional office space is required for staff with an office or cubicle currently located within City Hall. The New City Hall Staff Trailer Project includes the construction, delivery, and placement of a new modular office space for up to ten full-time City of Seaside employees. The 60 foot long by 24 foot wide trailer will be constructed off site, delivered by the contractor, and placed south of the existing Engineering division trailer and Police Investigative Unit division trailer. ADA-compliant access will be provided by expanding the existing

decking and hand railing to the new modular location as part of the scope of work.

The design was completed and the project was released for construction bids on May 12, 2022, and bids were opened on June 1, 2022. Bids were received from two contractors as follows:

Contractor	Bid
Global Modular Inc.	\$279,000.00
Atlas Performance Industries, Inc.	\$260,321.17

Atlas Performance Industries, Inc. had the lowest bid of \$260,321.17. However, they were found to be unresponsive because they did not submit the required surety letter or the insurer letter. Based upon evaluation of both of the contractor bid documents received, it has been determined that the lowest responsible and responsive bid is from Global Modular Inc., with a total base bid of \$279,000.00. Global Modular has completed similar work projects to the New City Hall Staff Trailer Project for other agencies. Staff recommends a construction agreement for this project be awarded to Global Modular Inc.

FISCAL IMPACT

The proposed agreement with Global Modular, Inc. is a not to exceed amount of \$279,000.00. In addition, a construction agreement contingency of approximately 5%, or \$14,000.00 is necessary for expenses from unforeseeable issues that may arise during construction.

At mid year of this fiscal year, the fiscal year 2021/22 budget was adjusted to include \$382,800.00 to account number 344-8910-9562 to fund the New City Hall Staff Trailer Project.

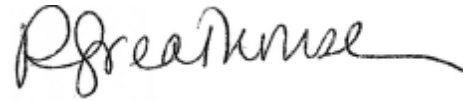
Staff recommends adopting a resolution (attachment 1) approving the plans and specifications (attachment 2) for the New City Hall Staff Trailer Project, awarding a construction agreement (attachment 3) to Global Modular, Inc. for an amount not to exceed of \$279,000.00; establishing approximately 5% construction contingency for a total project construction amount not to exceed of \$293,000.00; 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. Agreement
-

3. Plans and Specifications

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 PLANS AND SPECIFICATIONS FOR THE NEW CITY HALL
STAFF TRAILER PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT
TO GLOBAL MODULAR, INC. FOR AN AMOUNT NOT TO EXCEED \$279,000.00
AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 5%
CONTINGENCY OF \$293,000.00**

WHEREAS, additional office space is necessary to adequately accommodate City employees currently located in City Hall; and

WHEREAS, the fiscal year 2021/2022 budget was adjusted at mid-year to include \$382,800.00 for the New City Hall Staff Trailer Project; and

WHEREAS, Project design was completed and the project was put out the bid on May 12, 2022.

WHEREAS, on June 1, 2022, two bids were received at a public bid opening; and

WHEREAS, Global Modular, Inc. was the lowest responsive and responsible bidder of \$279,000.00; and

WHEREAS, Global Modular, Inc. has successfully completed similar modular unit projects in the past; and

WHEREAS, an amount of \$14,000.00 contingency, approximately 5% of the contract value, should be authorized on an as required basis; and

WHEREAS, there is sufficient budget in account no. 344-8910-9562 to fund the agreement with Global Modular, Inc.; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a construction agreement with Global Modular, Inc., for the construction of the New City Hall Staff Trailer Project for an amount not to exceed \$279,000.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute up to an additional approximately 5% contingency for written amendments, extensions, and change orders to the construction agreement such that the full value may not exceed \$293,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June, 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 _____, 20____ by and between Global Modular, Inc. whose place of business is located at 1120 Commerce Ave #25, Atwater CA 95301 ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the 16th day of June, 2022 awarded to Contractor the following Contract:

PROJECT NUMBER 344-8910-9562

**New City Hall Staff Trailer
located at
440 Harcourt Avenue, Seaside, California, 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum **Two Hundred Seventy-Nine Thousand Dollars and Zero Cents (\$279,000.00)** 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 **120 Working** Days from the Commencement Date and **10 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated Patrick Grogan, Associate Engineer of the City of Seaside 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.

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 **Five Hundred Dollars (\$500.00)** for each Calendar 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 **Five Hundred Dollars (\$500.00)** for each Calendar 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	Material Data & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements

- 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: Global Modular Inc.

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Roberta Greathouse, Acting City Manager

(Print Name)

Attest: _____
Dominique L. Davis, City Clerk

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

END OF DOCUMENT

May 2022

DOCUMENT 00 0101

PROJECT MANUAL
for the
NEW CITY HALL STAFF TRAILER
located at
440 HARCOURT AVENUE, SEASIDE, CA

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Recommended by: Patrick Grogan
Associate Engineer

Advertisement Date: May 12, 2022

Bid Date: May 30, 2022

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00	2113	Instructions to Bidders
00	3132	Existing Conditions

BID FORMS AND BID SUBMITTALS

00	4113	Bid Form
00	4313	Bond Accompanying Bid
00	4314	Bidder Registration Form
00	4330	Subcontractors List
00	4513	Statement of Qualifications
00	4519	Non-Collusion Affidavit
00	4546	Bidder Certifications

CONTRACT FORMS

00	5100	Notice of Award
00	5200	Agreement
00	5500	Notice to Proceed
00	6113.13	Construction Performance Bond
00	6113.16	Construction Labor and Material Payment Bond
00	6290	Escrow Agreement for Security Deposits in Lieu of Retention
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CONDITIONS OF THE CONTRACT

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00	9113	Addenda

Division	Section	Title
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GENERAL REQUIREMENTS

01	1100	Summary
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01	2600	Modification Procedures
01	3119	Project Meetings
01	3230	Progress Schedules and Submittals
01	3300	Submittals
01	4100	Regulatory Requirements
01	4200	References and Definitions
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APPENDICES

- A. New City Hall Staff Trailer Plans and Renderings
- B. City of Seaside COVID-19 Vaccination Requirement Policy

END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

New City Hall Staff Trailer Plans and Photo Exhibit – Appendix A

SCHEDULES

Schedule of Bid Prices – Section 00 4113

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 **3:00 PM on Monday, May 30, 2022** for the following public work:

**CITY OF SEASIDE
NEW CITY STAFF TRAILER
located at**

440 HARCOURT AVENUE, SEASIDE, CA

- 1.02 Project Description:** This project includes the ordering, delivering, installation, and furnishing of a trailer with offices and cubicles for the New City Staff Trailer.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us/Bids.aspx.
- 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 Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on Wednesday, May 18, 2022 at 11:30 AM on site at Engineering Trailer located at 440 Harcourt Avenue, Seaside, CA.
- 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 B Contractor License and a license to build HCD are required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Project will be awarded to the lowest base bid.
- 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 Mandatory Pre-Bid Conference and Site Visit

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

1.02 Required Pre-Bid Investigations

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

1.03 Registration

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

1.04 Bidder Questions and Answers

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

1.05 Addenda

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

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

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

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by "Bid for Construction – Engineering Trailer Modifications - <<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.
- 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 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 materials testing data reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. There is no Geotechnical or Existing Conditions Data.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

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

2.02 Underground Facilities:

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

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **New City Hall Staff Trailer** located at **440 Harcourt, Seaside, CA 93955.**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 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	Provide and Install New Office Building w/ piers set on wooden blocks	1	LS		
2	Provide and Install canopy, landing, and railing to match existing	1	LS		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					
AND /100 DOLLARS					
NOTES: In case of error in extension of price into the total price column, the unit price will govern.					

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

IMPORTANT NOTICE:

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

NAME OF BIDDER: _____

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

number: _____ Expiration: _____.

(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

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

(Signature of Bidder)

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

Business Address: _____

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

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

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

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

WHEREAS, the said Principal is submitting a Bid for New City Hall Staff Trailer located at 440 Harcourt Avenue, Seaside, CA 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

**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 a “Class C-16/D-34 Prefabricated Equipment Contractor License” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years’ experience and a continuously operating entity engaged in the performance of similar work and successfully completed at least three (3) public works projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed one (1) project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder’s Bid.

1.02 Measurement.

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

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

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

2.02 Submittals:

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

- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

2.03 Format.

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

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

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

PART B: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR
Class C-16/D-34 LICENSURE

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

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

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

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

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

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

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

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

 Total Construction Cost: _____

Statement of Qualifications for Construction Work

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

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

SIGNATURE

TITLE

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

of _____, the party
(Name of Bidder)

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

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

(Name of Bidder)

(Signature of Principal)

(Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

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

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

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

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

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

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____ by and between _____ whose place of business is located at _____ (“Contractor”), and the City of Seaside (“Owner”), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the _____ day of _____, 2022 awarded to Contractor the following Contract:

PROJECT NUMBER 344-8910-9562

**New City Hall Staff Trailer
located at
440 Harcourt Avenue, Seaside, California, 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum _____ (\$XXXX.XX) 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 **120 Working** Days from the Commencement Date and **10 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager

- A. Owner has designated Patrick Grogan, Associate Engineer of the City of Seaside 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.

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 **Five Hundred Dollars (\$500.00)** for each Calendar 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 **Five Hundred Dollars (\$500.00)** for each Calendar 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	Material Data & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements

- 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: _____

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Roberta Greathouse, Acting City Manager

(Print Name)

Attest: _____
Dominique L. Davis, City Clerk

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

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 202__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **New City Hall Staff Trailer**, located at **440 Harcourt Avenue**, Seaside, California, 93955

PROJECT NO: **344-8910-9562**

AGREEMENT NO: **AGXX-XX**

You are notified that the Contract Time under the above Contract will commence to run on _____ **[202__]**. 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 _____, **[202__]** and _____, **[202__]**, respectively.

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

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit copy of schedule
4. **[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 _____, 20____ (the "Contract"), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

This project includes the ordering, delivering and installation of commercial furnishings for the Engineering Trailer Modifications project.

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 _____ 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 ordering, delivering and installation of commercial furnishings for the Engineering Trailer Modifications project.

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

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 202__, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number AGXX-XX entered into between Owner and Contractor for the **New City Hall Staff Trailer** located at **440 Harcourt Avenue**, SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 202__ (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:

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

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

CONTRACTOR

Title

Name

Signature

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

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

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT:	Contractor:
Owner Project No:	

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

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

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

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

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

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

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

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

END OF DOCUMENT

DOCUMENT 00 6530

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

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

RECITALS

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

AGREEMENT

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

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

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

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

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

Claim No.	Date Submitted	Description of Claim	Amount of Claim

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

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

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

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

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

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

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

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **New City Hall Staff Trailer** located at **440 Harcourt Avenue**, Seaside, California, 93955.

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

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

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

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

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

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

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

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

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

1.02 Order Of Precedence Of Documents

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

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

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

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

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

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

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

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

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

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

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

3.02 Subcontracts

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

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

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

4.02 Checking Of Drawings And Specifications

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

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

4.03 Interpretation Of Drawings And Specifications

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

4.04 Use Of Drawings And Specifications.

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

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

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

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

5.02 Commencement Date Of Contract Time

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

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents Or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors' Employees

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

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$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.
 - E. **[Option]** Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[\$1,000,000]** combined single limit for each occurrence.
- 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, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
 - C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

- 1.04 Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- 1.05 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 1.06 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.07 Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.08 All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.
- 1.09 The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
 1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **[\$1,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 2. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01 Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable

in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

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

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

New City Hall Staff Trailer

located at

**440 Harcourt Avenue
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

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

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**
Addendum No. 2, issued on **[date]**
[continue as appropriate]

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

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

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

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work includes furnishing, delivery, and installation of the **New City Hall Staff Trailer** located at **440 Harcourt Avenue, Seaside, California, 93955**.

- A. This project includes the construction, delivery, and placement of a new office trailer, as well as steel decking and railing to match existing Engineering Trailer. Placement work of the new trailer includes coordination with the City hired electrician and Information Technology Department to provide electric service and network connection to the trailer. It also includes disposal of all packaging, debris, and waste.
- 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 – Trailer

Provide all materials and labor, including delivery and taxes, necessary to provide and install New City Hall Staff Trailer office building. This item includes the delivery and installation of one newly manufactured office trailer conforming with the provided drawings and specifications, including the interior office walls, wall mount single phase electrical HVAC units for heating and cooling, thermostats, 4000k LED interior lighting, outlets, lockable network equipment enclosure box with 48 port patch panel and Cat 5E lines terminated in patch panel for point of connection by City. The trailer is to be supported on piers and wooden blocks. Colors and textures of exterior finishes to match existing Engineering trailer. Trailer floor elevation to match existing steel decking. Floor elevation may vary from approximately 30" to 42" inches above ground level. Refurbished trailers are prohibited. Bid item to EXCLUDE outside electrical connection, electrical service to the cubicles, outside network connection, and ground surface preparation. The work shall include, but not be limited to, the furnishing of all materials for this bid item per the plans and renderings in the appendix and as listed in document no. 00 4113.

Bid Items 2 – Canopy, Landing, and Railing

Provide all materials and labor, including delivery and taxes, necessary to provide and install canopy, decking, and railing at the New City Hall Staff Trailer office building. This item includes the delivery and installation of canopy over door, decking extension to connect existing decking and New City Hall Staff Trailer, cutting or modification of existing railing, and installation of new railing for all new decking, including connection to existing railing, and landing, stairs, and railing in rear of building. All newly installed decking and railing must be ADA compliant. Colors and textures to match existing canopy, decking, and railing at the Engineering Trailer. Landing elevation to be level and match existing decking elevation at point of connection. Deck elevation is approximately level and may vary from 30" to 42" above ground surface. The work shall include, but not be limited to, the furnishing of all materials for this bid item per the documents in the appendix and as listed in document no. 00 4113.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: 120 working days from the Notice to Proceed to substantial completion, and 10 working days to final completion
- B. The Contractor shall pay to the Owner a sum of Five Hundred Dollars (\$500) per day, for each and every work day's delay in finishing the work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

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

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner. The Engineering Trailer will remain occupied and operational during this project. Engineering Department is willing to make reasonable accommodations to allow contractor to complete work.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:30 a.m.-5:00 p.m. local time.

- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 OCCUPANCY/UTILIZATION REQUIREMENTS

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

1.9 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, Owner will provide a storage area for Contractor's equipment and materials. Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.
- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage

such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.10 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 Owner and the property owner. The Contractor shall not allow and refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the Owner's storm drain system.
- 2. Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted. No extra payment will be made for handling/disposal of hazardous material.

B. Cleanup and Dust Control –

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

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

1.11 CONSTRUCTION STAKING AND MONUMENT PROTECTION

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

1.12 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 Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

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

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

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

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

1. All applicable permits required to compete abatement work per specification 02080 Asbestos & Lead Paint Abatement.
2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

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

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

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

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

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

1.16 WORK TO BE DONE BY THE OWNER

- A. The Owner will be responsible for the following items of work on the project:
 - Outside electrical connection to the new trailer, electrical service to the cubicles, outside network connection to the trailer, and ground surface preparation.

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

1.18 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. All other facilities and services necessary for proper execution and completion of work.
 - 4. Contractor must submit in their proposal acknowledgement of State and Federal laws and regulations regarding all facets of removing and disposing of coating which contains lead or asbestos found.
- B. Pay all required sales, consumer and use taxes.
- C. Conform to the requirements of all permits including, but not limited to any construction permits associated with the project.
- D. The Contractor acknowledges and is familiar with the existing site condition constraints, topographic features, and overall geographical locations of the project.
- E. Secure and pay for, as necessary proper execution and completion of the work, applicable permits and licenses.
- F. Give required notices to homeowners
- G. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
- H. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.
- I. The Contractor shall be responsible for all costs associated with the containment and disposal of waste (hazardous / non-hazardous) that may result from execution of this project.
- J. The Contractor shall provide their own power, fuel, and power supplies.

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Document 00 7200 (General Conditions) and Section 00 2113 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:

1. None

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REFERENCES

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

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

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

B. Unit Price items

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

C. Lump Sum Items

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

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

D. Allowance Items

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

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

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

B. Contractor's Requests for Progress Payments

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

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

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

C. Owner's Review of Progress Payment Applications

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

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

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

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

1.05 FINAL PAYMENT

A. Final Payment

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

B. Final Accounting

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

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

1.06 SUBSTITUTION OF SECURITIES

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

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

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

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

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

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

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

C. Time Requirements:

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

D. Cost Estimate Information:

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

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

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

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

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

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

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

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

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

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

B. Required Documentation for Adjustments to Contract Amounts:

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

C. Responses and Disputes:

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

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

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

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

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

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

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

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

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

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

- c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
- 7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- 8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
- 9. Equipment costs shall include no other costs, fees or charges.
- D. **Measurement of Cost of Material (Component 1C):**
 - 1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
 - 2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
 - 3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 - 4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
 - 5. Material costs shall include no other costs, fees or charges.
- E. **Measurement of Cost of Subcontractors (Component 1D):**
 - 1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
 - a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
 - b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
 - c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

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

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

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

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

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

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

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

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

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

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

1.09 **EFFECT OF PAYMENT**

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

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

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

B. Exception for Changes Extending the Contract Time.

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

C. Limits of Liability / Accord and Satisfaction.

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

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

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

B. Records And Certification.

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

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

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

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

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

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

Brief description of change(s): _____

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

By Contractor: _____

Signature: _____

Date: _____

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

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

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

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

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

1.03 WEEKLY PROJECT MEETINGS

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

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

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

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

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

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all data point 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 look ahead 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. Manufactures Plans and Specifications for Furnished Items

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 (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- b. California Electrical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- c. California Plumbing Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. International Fire Code (2018 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

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

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

C. Change Orders and Claims:

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

D. Required Provisions On Contract Claim Resolution

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

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

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

E. Compliance With Americans With Disabilities Act

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

F. Compliance With IRCA

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

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

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

A. References

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

B. Precedence

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

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

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

D. **Edition Date of References:**

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

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

1.03 DEFINITIONS

A. **Meaning of Words and Phrases**

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

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

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

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

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

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

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

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

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

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

B. Other Defined Terms

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

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

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

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

B. Equipment and Systems.

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

C. Procedure for Substantial Completion

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

1.03 FINAL COMPLETION

A. Requirements

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

B. Procedure

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

C. Final Adjustments of Accounts:

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

D. Warranties

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

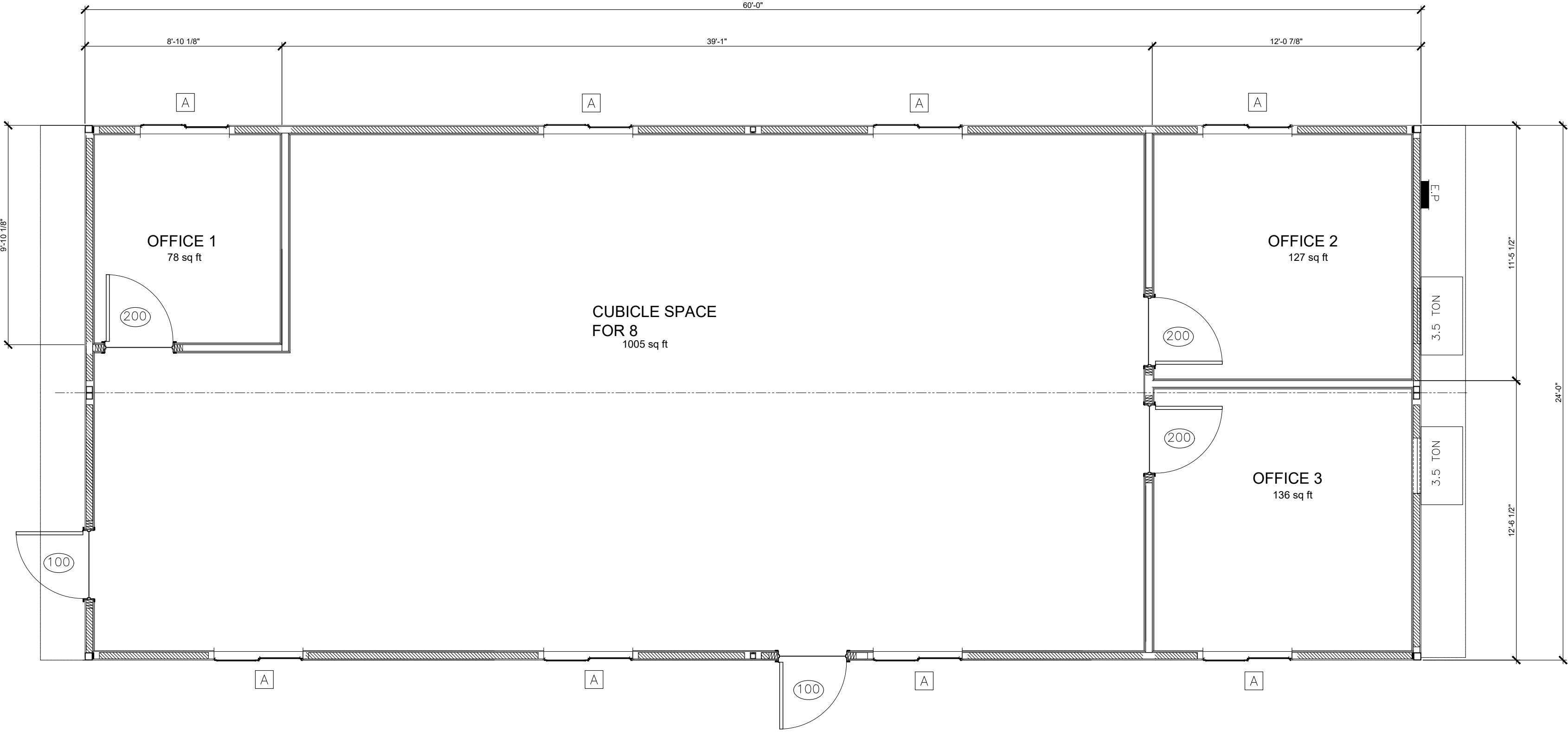
- H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

- 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



PROJECT SPECIFIC STATE AGENCY APPROVAL

**GLOBAL MODULAR**
Incorporated

**AURORA MODTECH**
DESIGNS

**MODULAR STRUCTURES**
INTERNATIONAL, INC.
DESIGNS

CONTRACTORS LICENSE #837357

NORTHERN CALIFORNIA DIVISON
450 COMMERCE AVE
ATWATER, CA 95301
PHONE: (209) 676-8029
FAX: (209) 676-8067
WEBSITE: WWW.GDMV.NET

SOUTHERN CALIFORNIA DIVISON
1860 CHICAGO AVE., SUITE I-7
RIVERSIDE, CA 92507
PHONE: (951) 686-3633
FAX: (951) 686-3666
WEBSITE: WWW.GDMV.NET

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PROJECT NAME: 24'x60'
CITY OF SEASIDE
440 HARKCOURT AVE
SEASIDE, CA 93955

SHEET TITLE:

FLOOR PLAN,

PRE-CHECK (PC) DOCUMENT
CODE: 2019 CBC

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS
REQUIRED

MFR. STRUCTURAL ENGINEER OF RECORD ON PC

MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

ARCHITECT OF RECORD

REVISIONS
△ -
△ -
△ -
△ -

PROJECT NO.:
DRAWN BY: D. WHITE
SCALE: AS NOTED
DATE: 04.18.22
SHEET NUMBER

AR1.1



CONTRACTORS LICENSE #837357

NORTHERN CALIFORNIA DIVISON
450 COMMERCE AVE
ATWATER, CA 95301
PHONE: (209) 676-8029
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PROJECT NAME: 24'x60'
CITY OF SEASIDE
440 HARKCOURT AVE
SEASIDE, CA 93955

SHEET TITLE:

EXTERIOR
ELEVATIONS

PRE-CHECK (PC) DOCUMENT
CODE: 2019 CBC

A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS
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MFR. PROJECT SPECIFIC PROFESSIONAL OF RECORD

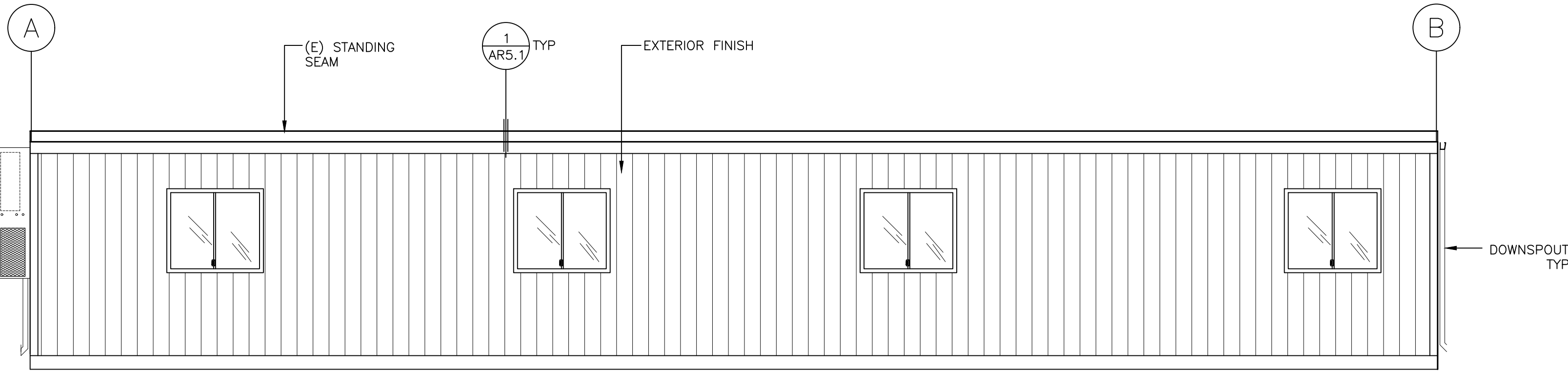
ARCHITECT OF RECORD

REVISIONS

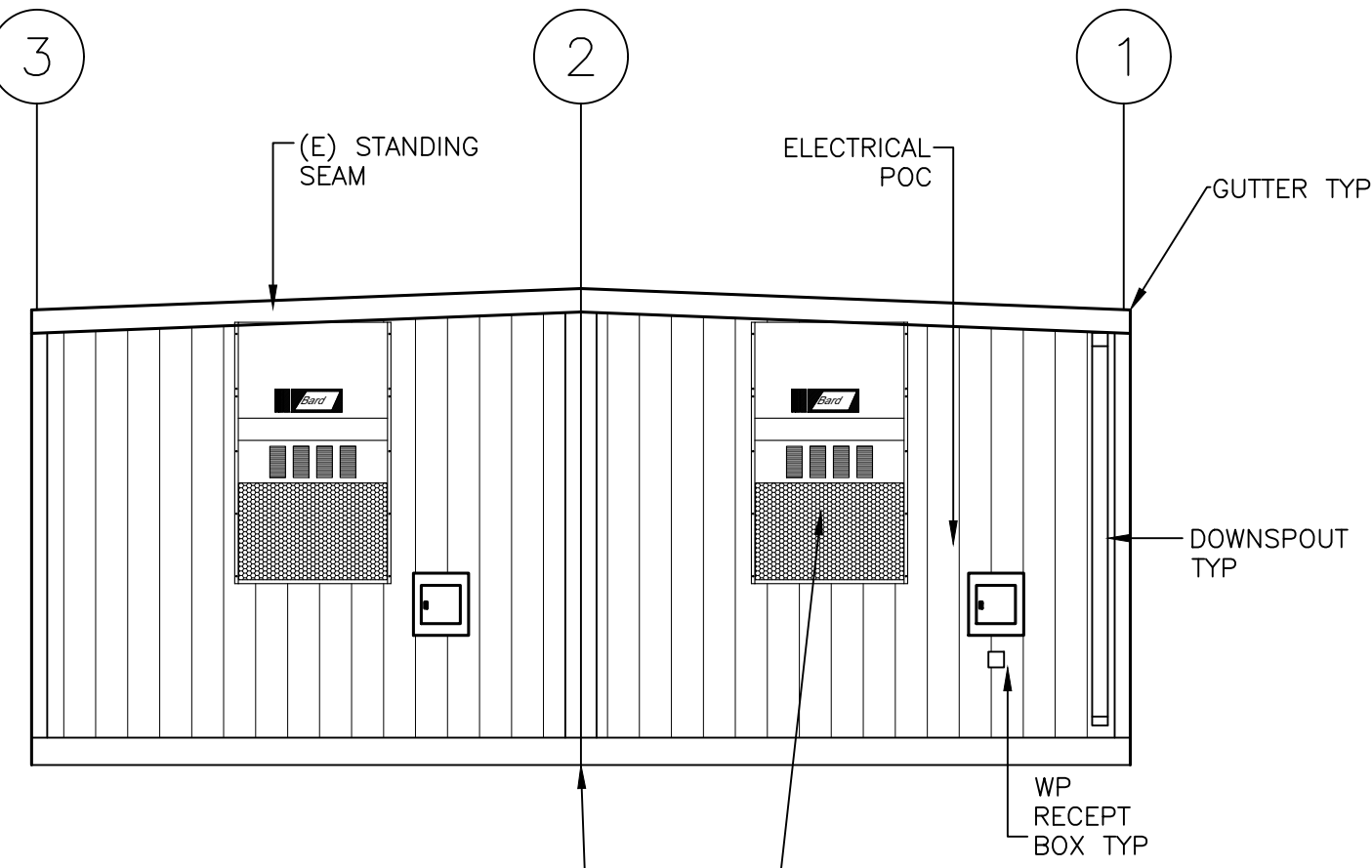
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PROJECT NO.:
DRAWN BY: D. WHITE
SCALE: AS NOTED
DATE: 04.18.22
SHEET NUMBER

AR5.1

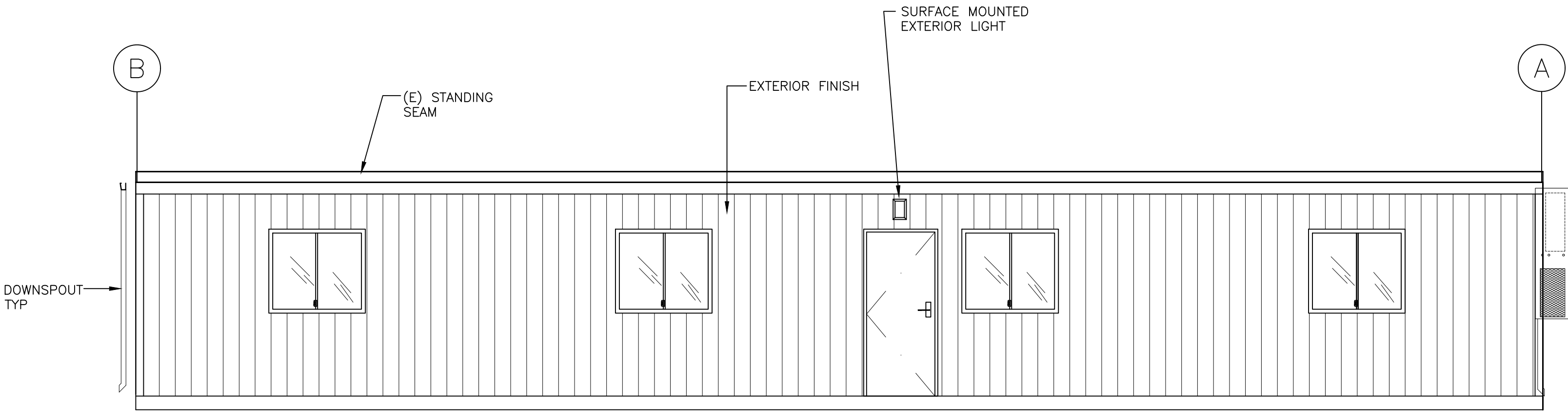


ELEVATION A

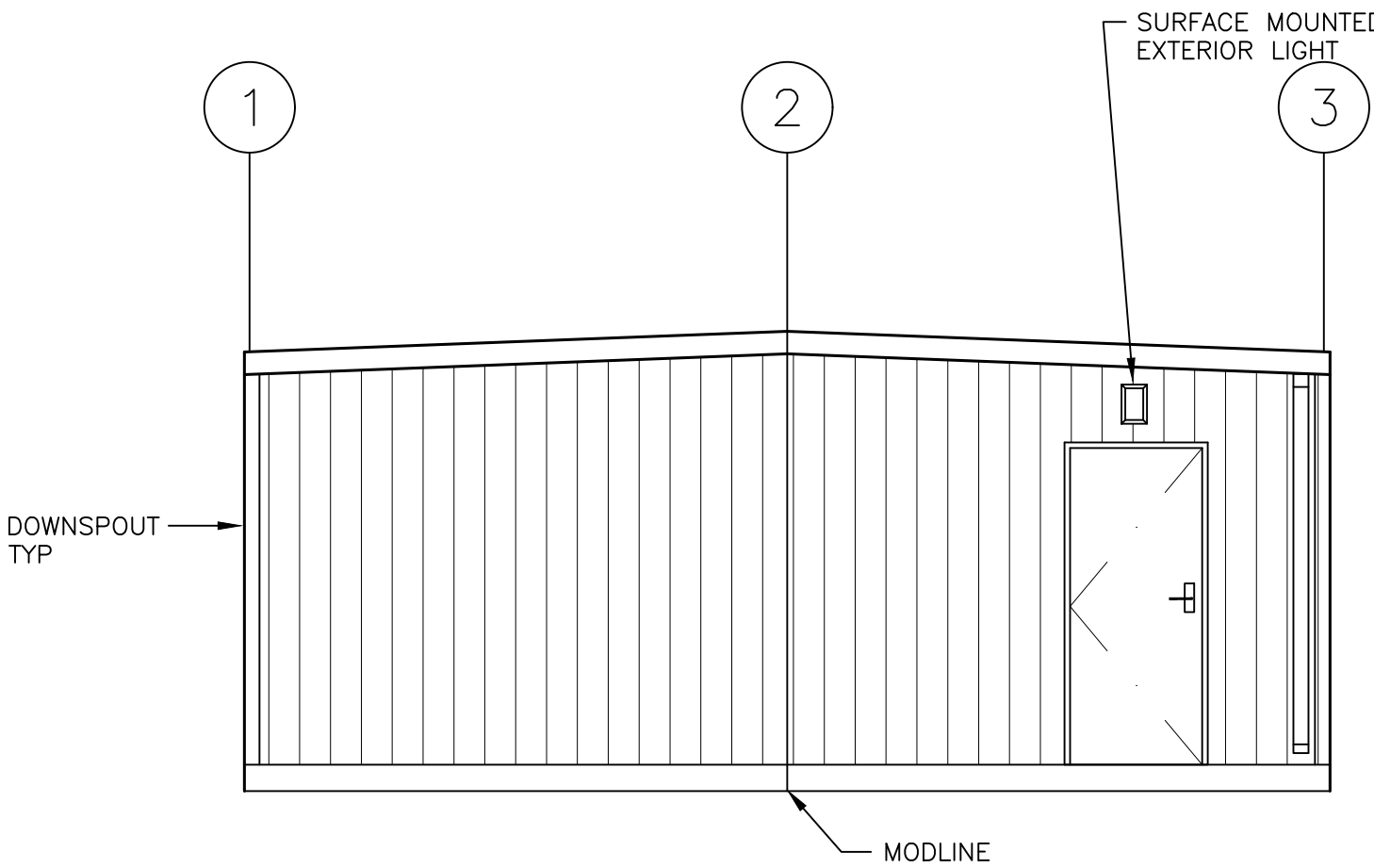


ELEVATION B

SURROUND AC UNIT WITH PROTECTIVE RAILING IF LOCATED IN A PEDESTRIAN WAY & IF GREATER THAN 27" HT FROM FINISH GRADE. FURNISHED AND INSTALLED BY DISTRICT ON SITE. SEE #2/A8.1 FOR REFERENCE

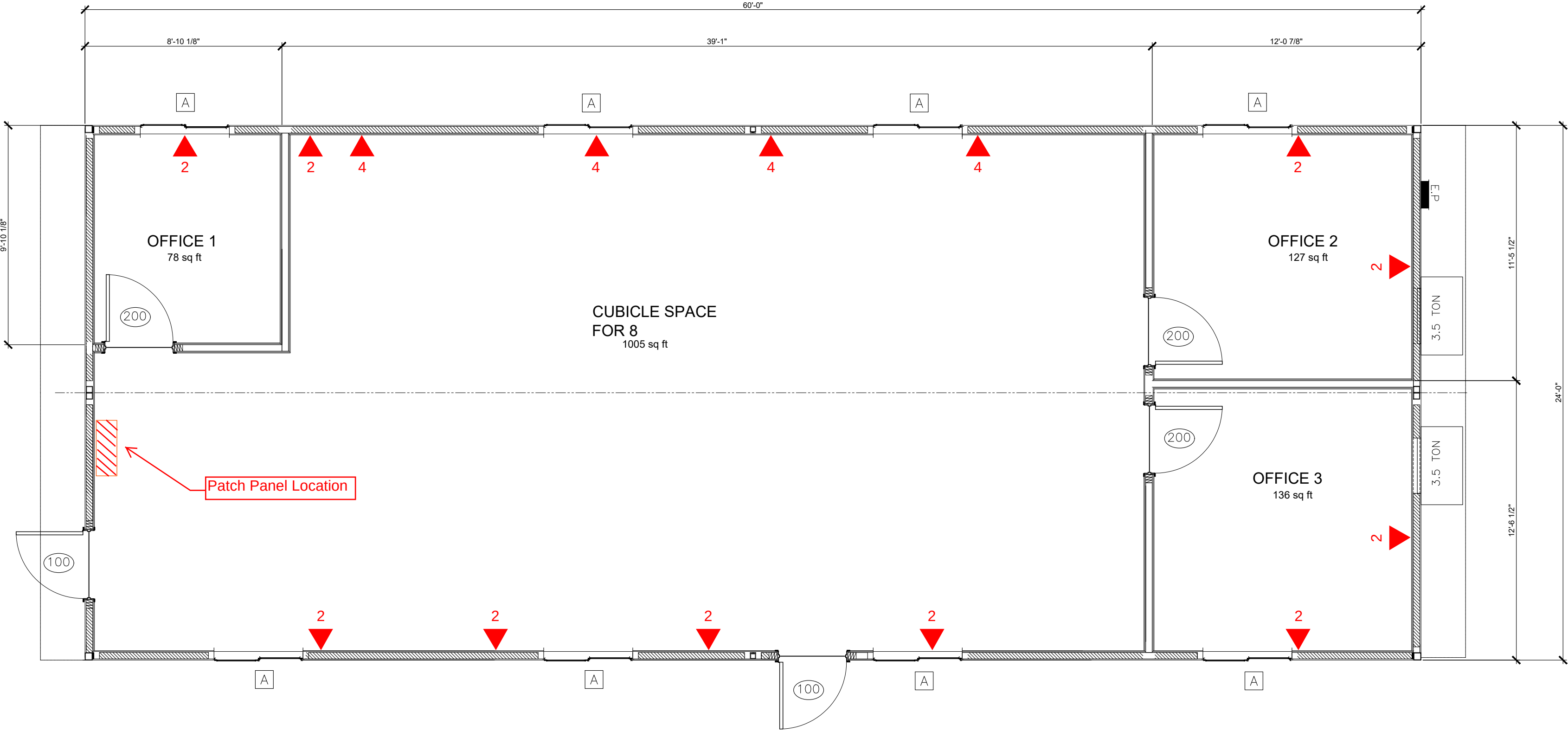


ELEVATION C



ELEVATION D

** = OPTIONS: (CHECK ONE)
■ WOOD STUDS A8.0 □ METAL STUDS A8.3



▼ - #2/4 Port

Data plate locations (approximate)

PROJECT SPECIFIC STATE AGENCY APPROVAL



CONTRACTORS LICENSE #837357

NORTHERN CALIFORNIA DIVISON 450 COMMERCE AVE ATWATER, CA 95301 PHONE: (209) 676-8029 FAX: (209) 676-8067 WEBSITE: WWW.GDMV.NET	SOUTHERN CALIFORNIA DIVISON 1860 CHICAGO AVE., SUITE I-7 RIVERSIDE, CA 92507 PHONE: (951) 686-3633 FAX: (951) 686-3666 WEBSITE: WWW.GDMV.NET
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△ -	
△ -	
△ -	

PROJECT NO.:
DRAWN BY: D. WHITE
SCALE: AS NOTED
DATE: 04.18.22

SHEET NUMBER

AR1.1

Photo exhibit for existing exterior finishes









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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 16, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR \$59,950.00 WITH NICK CHAMPI ENTERPRISES INC. FOR THE INSTALLATION OF A SOLAR POWER GATE ON EUCALYPTUS ROAD, AND MAKE A BUDGET AMENDMENT OF \$17,755.00 IN FISCAL YEAR 2021-2022

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a contract with Nick Champi Enterprises Inc. for a solar power gate on Eucalyptus Road in the amount of \$59,950.00, and make a budget amendment for the amount of \$17,755.00 in fiscal year 2021-2022.

BACKGROUND

At the March 17, 2022, City Council meeting, the City Council adopted a resolution to open a portion of Eucalyptus road to provide access to the Fort Ord National Monument, and adopt the proposed changes to the budget for fiscal year 2021-2022. The approved funding for the project was for \$48,047.40, and the funds were to cover the following: two pathway to the monument signs and installation, additional way-finding signage and labor, new locking entrance gate and installation, and four exit lane traffic spike sections and installation. While the Council approved the funds for the proposed gate, the Council did direct staff to look at installing an electric gate that is similar to the one that is currently at the Creekside and Parker Flats entrance to the monument. To date, \$5,852.40 has been expended on the project, leaving a remaining project balance of \$42,195.00. Staff requested quotes for a solar powered electric gate from Nick Champi Enterprises Inc., Anchor 41 Construction, and CCOI Gateand Fence. Nick Champi Enterprises submitted the lowest quote for the project at \$59,950.00.

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute the contract with Nick Champi Enterprises Inc. for the installation of a solar powered gate on Eucalyptus Rd, and make a budget amendment in fiscal year 2021-2022 to complete the project.

FISCAL IMPACT

The fiscal impact of this item is \$17,755.00. The funding source is FORA Habitat special revenue (Fund 332). There is no impact on the City's general fund.

ATTACHMENTS

1. Resolution Eucalyptus Gate 2022
 2. Exhibit B Contractor Proposal
 3. Contractor Services Agreement Eucalyptus Gate
-

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A FISCAL YEAR 2020-2021 BUDGET AMENDMENT OF \$17,755.00 TO APPROPRIATE FUNDS TO INSTALL A SOLAR POWERED GATE ON EUCALYPTUS ROAD

WHEREAS, In fiscal year 2021-2022 a project budget of \$48,047.40 was identified and appropriated to fund costs associated of opening a portion of Eucalyptus Road which included installation of a non-electric gate; and

WHEREAS, the City Council directed staff to look at the possibility of installing an electric gate similar to other access points of the Fort Ord National Monument; and

WHEREAS, as of June 2022, the project budget shows a remaining balance of \$42,195.00; and

WHEREAS, the cost of installing a solar powered electric gate is \$59,950; and

WHEREAS, project plans are complete and the project is ready to proceed to construction.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Seaside authorizes the City's Finance Department to amend the City's fiscal year 2021-2022 budget to appropriate \$17,755 in fund 332 for the Eucalyptus Gate Project.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 16th day of June 2022 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby, Mayor

Dominique Davis, City Clerk

Nick Champi Enterprises Inc.

(CA Small Business 2978)



License# 416859: A (General Engineering) B (General)C-7(Low Voltage) C-8 (Concrete)C-10(Electrical) C-13 (Fencing) C-27(Landscaping) C-29 (Masonry) D-28 (Doors, Gates, and Activating Devices)

615 North Tenth Avenue

www.champifence.com

145 North Sixth Street

Hanford, CA 93230

Coalinga, CA 3210

559.584.8272

~ office ~

559.935.1700

559.584.0758

~ fax ~

559.935.1777

20 May 2022

To: City of Seaside
Attn: Dan Meewis 831-899-6821
Email: <dmeewis@ci.seaside.ca.us>
Subject: Eucalyptus Rd Solar Cantilever Gates

Dan,

This is to confirm our price to furnish and install two solar powered 30' wide automated cantilever roll gates on Eucalyptus Rd as depicted in the photo attached. Each gate will be approximately 45' in length and will extend North and South of the opening 15' when the gate is closed and 45' when the gate is open. Please note the gates will always be across the North and South sidewalks on Eucalyptus Rd. The gate operators will be powered by a solar system and will include battery backup. We conform to the following:

Gates	1 7/8" Sch 40 – Welded Frame
Posts	2 7/8" Sch 40
Tension Wire	7 Ga. Coil Spring
Chain Link	48" 9 Ga. Barb / Knuckle
Concrete footings	Minimum 4 sack / 2500 PSI

Access Control

Gate Operator	Maximum 2200 Pro Operator (Steel Cover)
Operator Base	Concrete base with stand per design
Reversing Edge	Monitored Miller Edge on both front and rear of gates with transmitter
Vehicle Loops	2 In Ground Loops with Detectors
Fire Entry	One Free Exit, 1 Safety (both gates)
Entry Keypad	DoorKing Firebox Padlockable - Excludes Lock
Remotes	Wireless Multicode Keypad (2) Remotes

Gate system to comply with UL 325 for a Class II installation.

*Diamond Core Drilling Custom Fabrication Access Control Systems Excavation Temp/Rental Fencing
Wholesale and Retail Material Sales – State and Federal Projects*



Exhibit B Contractor Proposal

Solar Power System

Panels	(2) 24V Panel 190Watt w/Post Mounting Kit
Mounting Post	2 7/8 Schedule 40' x 15'
Battery	(2) 104ah Batteries with Battery storage box
Charging	(1) Solar Charger / Regulator
Wiring	All wiring to include from solar panels to batteries and from batteries to gate operator

We are excluding: Bonds, Permits, Liquidated Damages, Landscape Repairs Beyond our Work, Landscape enhancements to the North and South of gate opening to allow gates room to open and any work not specifically listed in our scope.

The total price for this project is \$ 59,950.00. This price includes all materials, labor and taxes.

Accepted By:_____ Date:_____

This price is good for 30 days.

We appreciate the opportunity to submit a price for your project.

Nick Champi Enterprises, Inc.
Jim Kiesel – Sr. Project Manger



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
(Eucalyptus Rd Solar Cantilever Gates)**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of June 16, 2022, between the City of Seaside, a municipal corporation ("City") and Nick Champi Enterprises Inc., a CA Small Business 2978, ("Contractor") whose current and valid Contractor's License #416859, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 16, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 1, 2022,, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor 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 To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

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

5. PAYMENT

(a) City agrees to pay Contractor 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 Nine Thousand Nine Hundred and Fifty dollars (\$59,950.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

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

6. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

8. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor 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 Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor 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. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at _____; shall permit City to make copies and transcripts there from 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 at the City of Seaside City Hall for a minimum 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 finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's

fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

11. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered

within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

12. INSURANCE

Contractor 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.

13. INDEPENDENT CONTRACTOR

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

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

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for

inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

16. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor 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 Contractor's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

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

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors 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 there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

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

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Contractor:

Nick Champi Enterprises Inc.

615 North Tenth Avenue
Hanford, CA 93230
Attention: Sr. Project Manager

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and Contractor 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 Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

25. 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.

26. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

27. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF SEASIDE

CONTRACTOR

By: _____
Roberta Greathouse, Acting City Manager

By: _____
Jim Kiesel, Sr. Project Manager

Date: _____

Date: _____

<u>Attachments:</u>	<u>Exhibit A</u>	<u>Scope of Work</u>
	<u>Exhibit B</u>	<u>Contractor Proposal</u>
	<u>Exhibit C</u>	<u>Insurance Requirements</u>

EXHIBIT A

SCOPE OF WORK

Furnish and install two solar powered 30' wide automated cantilever roll gates on Eucalyptus Rd as depicted in the photo attached. Each gate will be approximately 45' in length and will extend North and South of the opening 15' when the gate is closed and 45' when the gate is open. Please note the gates will always be across the North and South sidewalks on Eucalyptus Rd. The gate operators will be powered by a solar system and will include battery backup. We conform to the following:

- Gates 1 7/8" Sch 40 – Welded Frame
- Posts 2 7/8" Sch 40
- Tension Wire 7 Ga. Coil Spring
- Chain Link 48" 9 Ga. Barb / Knuckle
- Concrete footings Minimum 4 sack / 2500 PSI

Access Control

- Gate Operator Maximum 2200 Pro Operator (Steel Cover)
- Operator Base Concrete base with stand per design
- Reversing Edge Monitored Miller Edge on both front and rear of gates with transmitter
- Vehicle Loops 2 In Ground Loops with Detectors
One Free Exit, 1 Safety (both gates)
- Fire Entry DoorKing Firebox Padlockable - Excludes Lock
- Entry Keypad Wireless Multicode Keypad
- Remotes (2) Remotes

Gate system to comply with UL 325 for a Class II installation.

Solar Power System

- Panels (2) 24V Panel 190Watt w/Post Mounting Kit
- Mounting Post 2 7/8 Schedule 40' x 15'
- Battery (2) 104ah Batteries with Battery storage box
- Charging (1) Solar Charger / Regulator
- Wiring All wiring to include from solar panels to batteries and from batteries to gate operator

We are excluding: Bonds, Permits, Liquidated Damages, Landscape Repairs Beyond our Work, Landscape enhancements to the North and South of gate opening to allow gates room to open and any work not specifically listed in our scope.

EXHIBIT C

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR 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. CONTRACTOR 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, and a \$2,000,000 completed operations aggregate. 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. CONTRACTOR 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 CONTRACTOR 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.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance 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 in the event that any primary insurance that would otherwise have applied proves to be uncollectable 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.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR 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.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for

any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR 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.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR 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 CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR 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, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. 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 CONTRACTOR a ninety (90) day advance written notice of such change.

If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR'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. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Mary Gutierrez, Fire Chief

DATE: June 16, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE CITY OF DEL REY OAKS FOR THE PROVISION OF FIRE PROTECTION AND PREVENTION SERVICES

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement to provide fire protection and fire prevention services to the City of Del Rey Oaks for a three-year period

BACKGROUND

The City of Seaside has provided fire protection services to the City of Del Rey Oaks since December 15, 2003.

At the City of Del Rey Oak's May 24, 2022, Regular City Council Meeting, the City Council approved extending the emergency response service contract for an additional three years. The City of Seaside Fire Department responds to all emergency service calls in the City of Del Rey Oaks. The types of calls include, extinguishing fires, responding to vehicle accidents, emergency medical calls, hazardous materials incidents, fire prevention, fire investigation, and miscellaneous calls for service.

In the year 2019, Seaside Fire responded to 216 calls for service, in 2020, there were 136 calls for service, and in 2021, 139 calls for service.

FISCAL IMPACT

The Annual Fire Protection Revenues are as follows:

The annual fire protection contract amounts are listed below and increases will be equal to the general salary adjustments for the Fire Engineer classification outlined in the City of Seaside Firefighters Association Memorandum of Understanding.

The annual increase on July 1, 2022, will be 3%; on July 1, 2023, the increase will be 3.84%, and on July 1, 2024, the increase will be determined through future employment contract negotiations, not to exceed 4%.

Fiscal Year 2022-23 - Contract amount to be \$219,102 (2021/2022 current contract is \$212,000)

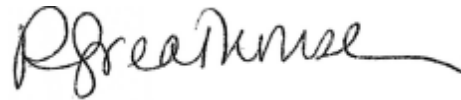
Fiscal Year 2023-24 - Contract amount to be \$227,515

Fiscal Year 2024-25 - Contract amount to be \$227,515 (Plus the general salary adjustment not to exceed 4%)

ATTACHMENTS

1. Resolution
 2. Del Rey Oaks_City of Seaside Contract for Emergency Services
-

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 THE CITY MANAGER TO EXECUTE A THREE YEAR AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE CITY OF DEL REY OAKS FOR THE PROVISION OF FIRE PROTECTION AND PREVENTION SERVICES

WHEREAS, Seaside currently provides fire protection services to DEL REY OAKS pursuant to a written agreement; and

WHEREAS, the parties wish to continue their relationship with respect to the provision of fire protection services; and

WHEREAS, Pursuant to Government Code Section 55632 and the provisions herein SEASIDE agrees to provide fire protection services to DEL REY OAKS as of the Effective Date July 1, 2022 – June 30 2025; and

WHEREAS, The City of Seaside Fire Chief, or authorized representative, shall exercise sole authority for the distribution and application of fire protection related resources and the determination of operational priorities; and

WHEREAS, SEASIDE'S fire protection services shall include Fire response, Hazardous Material Incident response, Emergency Medical response (EMS) at the Basic Life Support level (BLS), Vehicle Accident response; Fire Prevention, Plan Checks and Inspections of Business Occupancies; and

WHEREAS, SEASIDE fire will prepare an incident response report to DEL REY OAKS monthly; and

WHEREAS, The annual fire protection contract amounts are defined in the Fire Protection Agreement and increases will be equal to the general salary adjustments for the Fire Engineer classification outlined in the City of Seaside Firefighters Association Memorandum of Understanding. The annual increase on July 1, 2022, will be 3%; July 1, 2023, will be 3.84% and July 1, 2024 will be determined through future employment contract negotiations; not to exceed 4%.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside accepts the terms of the agreement with the City of Del Rey Oaks.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June, 2022.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF DEL REY OAKS AND
THE CITY OF SEASIDE**

THIS AGREEMENT, made and executed this 24th day of May 2022, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter referred to as "SEASIDE", and the CITY OF DEL REY OAKS, a municipal corporation, hereinafter referred to as "DEL REY OAKS" provides as follows:

SECTION 1. Intergovernmental Fire Protection Services.

This Agreement covers fire protection and related services provided by Seaside to Del Rey Oaks pursuant to Government Code Section 55632.

SECTION 2. Scope of Services.

In the performance of services set forth in this agreement, the City of Seaside agrees to provide fire protection services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside.

The City of Seaside Fire Chief, or authorized representative, shall exercise sole authority for the distribution and application of fire protection related resources and the determination of operational priorities.

The City of Seaside fire protection services shall include:

- A. Fire response to confine, control and extinguish fires in Del Rey Oaks.
- B. Hazardous Material Incident response to isolate and evacuate areas impacted until the material is removed.

The City of Seaside will remove small amounts of automotive fluids and other common materials from the incident site.

- C. Emergency Medical Response (EMS) at the Emergency Medical Technician level (known as BLS, or Basic Life Support).
- D. Rescue and extraction to persons trapped or otherwise in danger of personal injury or death.

- E. Fire Prevention and Investigation services such as fire plan checking utilizing Uniform Building Codes and Uniform Fire Codes relating to new construction or remodeling. This service includes periodic inspection of business occupancies consistent with scheduling of inspections by Seaside.
- F. Other emergency situations that present an immediate threat to life or property.
- G. Miscellaneous services such as periodic testing for the amount of flow from fire hydrants within current agreements with the Monterey Water Management District and current practices of the Seaside Fire Department.
- H. Reports will be provided to the City of Del Rey Oaks to document monthly response information by the fifth working day of the following month including:

- Reporting Period (Month and Year)
- Total number of Responses
- Date and Time of Each Response
- Type of Incident for each Response
- Response Time

Response reports for each Del Rey Oaks incident will be maintained by Seaside and will be provided to Del Rey Oaks upon specific request.

Fire investigation records and reports shall be provided to the Del Rey Oaks Police Department upon specific request pursuant to an investigation considered potentially criminal in nature.

SECTION 3. Del Rey Oaks Responsibilities.

- A. Water System and Fire Hydrants: Del Rey Oaks shall provide and maintain a water system that provides adequate water for fire suppression purposes with an acceptable number of properly located fire hydrants. This system shall be consistent with the current Seaside standards for fire protection water supply.
- B. Uniform Fire Code: Del Rey Oaks shall adopt and maintain in effect an ordinance adopting the most current Uniform Fire Code with amendments consistent with those adopted by Seaside.
- C. Code Enforcement and Permits: Del Rey Oaks agrees to coordinate all development, construction, and business licensing with the Seaside Fire Department. Such coordination shall include review and approval of the Seaside Fire Department for Building Permits required by the current edition of the Uniform Building and Uniform Fire Codes.

This review and approval includes development plans, subdivision plans and business license applications that will be evaluated for impacts to fire and emergency service delivery and compliance with fire and life safety codes and ordinances. All fire department approvals shall be completed prior to the issuance of building permits or commencement of construction.

- D. Hazardous Materials: Del Rey Oaks shall adopt and maintain in effect legislation, which requires the person(s) responsible for the release of hazardous material(s) to be responsible for the cost of, said removal.

SECTION 4. Terms.

- A. This Agreement shall be for a period of three (3) years, commencing July 1, 2022 and ending June 30, 2025.
- B. The annual fire protection fee shall be paid upon quarterly billing by the City of Seaside.
- C. The annual fire protection contract amounts are as follows and increases will be equal to the general salary adjustments for the Fire Engineer classification outlined in the City of Seaside Firefighters Association Memorandum of Understanding. The annual increase on July 1, 2022 will be 3%; July 1, 2023 will be 3.84% and July 1, 2024 will be determined through future contract negotiations; not to exceed 4%:
- **Fiscal Year 2022-23 Contract amount to be \$219,102**
 - 2021/2022 (current contract 212,721)
 - **Fiscal Year 2023-24 Contract amount to be \$227,515**
 - **Fiscal Year 2024-25 Contract amount to be \$227,515**
Plus the general salary adjustment not to exceed 4%
- D. Either party may cancel this Agreement with at least ninety days written notice prior to the termination date. Payments for services hereunder will be pro-rated to the date of cancellation.
- E. By April of 2025, representatives from both cities will meet to discuss terms for the subsequent years contracts.
- F. Once a year, representatives of both cities will meet to discuss provisions of fire service and methods to improve service and/or reduce expenses.

SECTION 5. Hold Harmless, Indemnify and Defend Agreement.

City of Seaside shall defend, indemnify, hold harmless and protect the City of Del Rey Oaks and each of its officers, officials, employees, authorized representatives, agents, and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with City's (including any subcontractor, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Del Rey Oaks.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affects the legal liability of either party by imposing any standard of care respecting emergency services different from the standard of care imposed by law.

The City of Del Rey Oaks shall defend, indemnify, hold harmless and protect the City of Seaside, and its officers, employees, representatives, agents and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with Del Rey Oak's performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Seaside.

SECTION 6. Changes.

No alteration or variation of the terms or conditions of the Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 7. Assignment.

The rights and obligations of Seaside hereunder are not assignable and cannot be delegated. Any such purported assignment or delegation without written consent of Del Rey Oaks shall be void.

IN WITNESS WHEREOF, the parties execute this Agreement hereto on the day and year first above written.

CITY OF SEASIDE

Roberta Greathouse,
City Manager

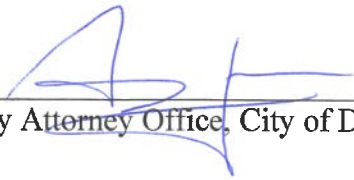
CITY OF DEL REY OAKS



John Guertin,
City Manager

Approved by:

City Attorney Office, City of Seaside



City Attorney Office, City of Del Rey Oaks



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: June 16, 2022

**SUBJECT: ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH
COMPLIANCE WITH CALIFORNIA SENATE BILL 1383**

RECOMMENDATION

Authorize the City Manager to sign the Memorandum of Understanding for assistance with compliance with SB1383.

BACKGROUND

The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction. The regulation also requires 20% recovery of edible food by 2025 to direct it to beneficial use and thus prevent it from entering the waste stream. Regulations took effect, and local program implementation began, on January 1, 2022.

In 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the District's service area (Haulers), and MRWMD.

The Member Agencies determined that the District has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that the District incur costs to provide these activities. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated

annual costs incurred by the District for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.

The purpose of the MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the MRWMD Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021.

Seaside has been participating in the Monterey Regional Waste Management District (MRWMD) Technical Advisory Committee (TAC), and it is agreed that it is in our City's best interest to coordinate activities related to this legislation. As the MRWMD has the expertise and resources necessary to implement some of these activities on a regional basis, it is recommended the City enter into this MOU.

The anticipated regional cost of this item is \$193,717 (less \$140,000 offset by MRWMD from recycling revenue) and the cost to Seaside rate payers is \$58,516. This cost was included in the 2022/2023 Greenwaste Recovery trash rates.

Additionally, Seaside will incur costs associated with the mandated annual procurement of compost at approximately \$41,736.80 and is budgeted in FY22/23.

FISCAL IMPACT

The cost of this item is \$58,516.00 which has been incorporated into the 2022/2023 Greenwaste Recovery trash rates. The annual procurement of compost will cost \$41,736.80 which is not included in the Greewaste trash rates, but is incorporated into the FY22/23 budget.

ATTACHMENTS

1. MOU - SB 1383 Shared Costs
2. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each

Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided,

however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2022-2023

Scope of Work

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping within each Member Agency, except for the County of Monterey, where the County of Monterey will decide how to proceed. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to edible food recovery support.

Costs

SB 1383 Shared Costs MOU - Exhibit A

SB 1383 Fee Category	Detail	FY 22/23 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (SB 1383 general support) & task #6 (monthly TAC meetings) of HF&H CY 2022 proposal	\$ 22,500	
Edible Food Recovery Capacity Building			Joint grant or applicaion process w/ SVR to determine need. SVR also
Edible Food Recovery Program Administration	Assessment Living Document EFR Network Capacity Building (Grant Program) Implementation Schedule CalRecycling Capacity Planning Generation Calculation Tool Refined Survey Tool	\$ 60,000 \$ 47,006	allocating \$60k. MRWMD member agency portion, split with SVR
Public Education		\$ 50,000	Covers creation of materials, but not production or distribution
Recyclist Fees		\$ 11,711	Omits County & City of Monterey
MRWMD Staff Time	TAC/SB 1383 Coordination/CalRecycle Reporting	\$ 20,000	
		\$ 211,217	
Reduction from MRWMD from recycling revenues		\$ (100,000)	
		\$ 111,217	
			Estimate —exact cost based on results from RFP. / Omits County due to WM Smart Truck
Contamination Monitoring (Lid Flipping)	RFP to determine vendor	\$ 15,000	
Total		\$ 126,217	

EXHIBIT A
(Continued)

HF&H Franchise Management Fees

Task #	Detail	CY 2022	
1	Review Contractor's Quarterly Reports	\$	12,500.00
2	Review Contractor's Annual Report	\$	2,500
3	Review Franchise Fee Payments	\$	2,500
4	Review Contractor's Annual Rate Adjustments	\$	50,000
Total		\$	67,500

EXHIBIT B

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS* FY 2022-2023

Public Education - Shared With County

	Population			
	#	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	2.4%	\$ 1,196	\$ 2,500
DRO	1,525	1.0%	\$ 476	\$ 2,500
Marina	21,981	13.7%	\$ 6,863	\$ 6,048
PG	15,522	9.7%	\$ 4,847	\$ 4,271
PBCSD	4,531	2.8%	\$ 1,415	\$ 1,247
Sand City	310	0.2%	\$ 97	\$ 2,500
Seaside	33,956	21.2%	\$ 10,602	\$ 9,342
Monterey City	28,352	17.7%	\$ 8,853	\$ 7,801
County	50,128	31.3%	\$ 15,652	\$ 13,792
TOTAL	160,135		\$ 50,000	\$ 50,000

96.5% \$ 42,500

Other TAC Costs - Excluding County

	Population			
	#	%	Per Agency	With \$2,500
Carmel	3,830	3.5%	\$ 2,654	\$ 2,500
DRO	1,525	1.4%	\$ 1,057	\$ 2,500
Marina	21,981	20.0%	\$ 15,229	\$ 14,476
PG	15,522	14.1%	\$ 10,754	\$ 10,222
PBCSD	4,531	4.1%	\$ 3,139	\$ 2,984
Sand City	310	0.3%	\$ 215	\$ 2,500
Seaside	33,956	30.9%	\$ 23,526	\$ 22,363
Monterey City	28,352	25.8%	\$ 19,643	\$ 18,672
TOTAL	110,007		\$ 76,217	\$ 76,217

94.9% \$ 68,717

Contract Management

	Population			
	#	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	4.7%	\$ 3,166	\$ 2,500
DRO	1,525	1.9%	\$ 1,261	\$ 2,500
Marina	21,981	26.9%	\$ 18,171	\$ 17,356
PG	15,522	19.0%	\$ 12,831	\$ 12,256
PBCSD	4,531	5.5%	\$ 3,746	\$ 3,578
Sand City	310	0.4%	\$ 256	\$ 2,500
Seaside	33,956	41.6%	\$ 28,070	\$ 26,811
TOTAL	81,655		\$ 67,500	\$ 67,500

93.1% \$ 60,000

Total Costs

	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	\$ 7,015	\$ 7,500
DRO	1,525	1.0%	\$ 2,793	\$ 7,500
Marina	21,981	13.7%	\$ 40,263	\$ 37,880
PG	15,522	9.7%	\$ 28,432	\$ 26,749
PBCSD	4,531	2.8%	\$ 8,300	\$ 7,808
Sand City	310	0.2%	\$ 568	\$ 7,500
Seaside	33,956	21.2%	\$ 62,198	\$ 58,516
Monterey City	28,352	17.7%	\$ 28,496	\$ 26,473
County	50,128	31.3%	\$ 15,652	\$ 13,792
TOTAL	160,135		\$ 193,717	\$ 193,717

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.

EXHIBIT C

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) join the Local Assistance Grant Program as a regional collaborative project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

- 1) Grant Management, Tracking & Reporting
- 2) Agency Procurement Support
- 3) Edible Food Recovery Implementation and Capacity Building
- 4) Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations. A summary of individual and collective agency grant allocations is presented below as **Table 1**.

EXHIBIT C
(Continued)

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL
ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

Table 1. Thirteen Agency Collaborative Approach Budget Summary

Agencies	Estimated Funding	% of District Subtotal	% of Region Total	Waste District
Carmel-by-the-Sea	\$20,000	9%	4%	MRWMD
Del Rey Oaks	\$20,000	9%	4%	MRWMD
Marina	\$29,771	14%	6%	MRWMD
Monterey	\$38,247	18%	7%	MRWMD
Pacific Grove	\$21,398	10%	4%	MRWMD
Sand City	\$20,000	9%	4%	MRWMD
Seaside	\$43,151	20%	8%	MRWMD
Pebble Beach Community Services District	\$20,000	9%	4%	MRWMD
Subtotal (MRWMD):	\$212,566	100%	41%	
Gonzales	\$20,000	6%	4%	SVSWA
Greenfield	\$25,157	8%	5%	SVSWA
King City	\$20,665	7%	4%	SVSWA
Salinas	\$211,143	68%	40%	SVSWA
Soledad	\$33,095	11%	6%	SVSWA
Subtotal (SVSWA):	\$310,060	100%	59%	
TOTAL (13 Agency Regional Approach):	\$522,626		100%	

** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas, amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

EXHIBIT D
MEMBER AGENCIES' ESTIMATED PROCURMENT REQUIRMENTS
OF ORGANIC MATERIAL

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction (city, county, or city and county) that will be in effect from January 1, 2022 through December 31, 2026 per CalRecycle.

Member Jurisdiction	Population (1/1/21 estimate)	% of Population	Annual Procurement Target (Tons of Organic Waste)	Tons of Compost (.58)	Cost /Ton Compost	Cost of Compost
Carmel-by-the-Sea	4,023	1%	322	187	\$ 28.00	\$ 5,229.28
Del Rey Oaks	1,670	0%	134	78	\$ 28.00	\$ 2,176.16
Marina	21,920	7%	1,754	1,017	\$ 28.00	\$ 28,484.96
Monterey	28,382	8%	2,271	1,317	\$ 28.00	\$ 36,881.04
Pacific Grove	15,536	5%	1,243	721	\$ 28.00	\$ 20,186.32
Sand City	385	0%	31	18	\$ 28.00	\$ 503.44
Seaside	32,121	10%	2,570	1,491	\$ 28.00	\$ 41,736.80
Pebble Beach CSD	4531	1%	362	210	\$ 28.00	\$ 5,878.88
Unincorporated County*						\$ -
Total MRWMD	108,568	32%	8,687	5,038		\$ 141,076.88

*Unincorporated County not participating in procurement portion of MOU
All product quoted as unbagged F.O.B MRWMD site.
Transportation costs are not included.

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

WHEREAS, The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis; and

WHEREAS, the legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream; and

WHEREAS, regulations took effect, and local program implementation began, on January 1, 2022; and

WHEREAS, in 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the District's service area (Haulers), and MRWMD; and

WHEREAS, the Member Agencies determined that the District has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that the District incur costs to provide these activities.; and

WHEREAS, the Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.; and

WHEREAS, the purpose of the MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the

MRWMD Board on June 18,2021, the Member Agencies soon thereafter, and became effective July 1, 2021; and

WHEREAS, Seaside has been participating in the Monterey Regional Waste Management District (MRWMD) Technical Advisory Committee (TAC), and it is agreed that it is in our City's best interest to coordinate activities related to this legislation. As the MRWMD has the expertise and resources necessary to implement some of these activities on a regional bases;; and

WHEREAS, the anticipated regional cost of this item is \$193,717 (less \$140,000 offset by MRWMD from recycling revenue) and the cost to Seaside ratepayers is \$58,516. This cost was included in the 2022/2023 Greenwaste Recovery trash rates; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the memorandum of understanding between the Monterey regional waste management district and its member agencies regarding assistance with compliance with California senate bill 1383.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: June 16, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$598,004.83

RECOMMENDATION

Adopt a resolution approving a professional services agreement to perform Project Approval and Environmental Document Phase services for the Broadway Avenue Corridor Complete Street Improvement Project with Kimley-Horn and Associates, Inc. for an amount not to exceed \$598,004.83.

BACKGROUND

The Broadway Avenue Corridor Complete Street Improvement Project (Project) includes the Environmental and Design phases of a road diet on Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard. The road diet will transform a 4-lane roadway to a 2-lane roadway with curb extensions, and will add class II bike lanes, roundabouts, and Safe Routes to School Improvements including off-set crosswalk, rectangular rapid flashing beacons, and accessibility improvements. The Project will reduce Broadway Avenue to a single lane in each direction between Fremont Boulevard to General Jim Moore Boulevard and continue the road diet from West Broadway (Del Monte Blvd to Fremont Blvd).

The Project is state funded by the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP). The consultant contract is being separated into two separate phases, Project Approval and Environmental Document (PA&ED) and Plans, Specifications & Estimate (PS&E), to comply with the grant program requirements. The PS&E professional services agreement cannot be released

until the California Transportation Commission (CTC) allocates the PS&E funding. CTC will not allocate the PS&E funds until the PA/ED phase is complete.

At the time of bidding, the estimated contract amount for the professional services contracts for PA&ED and PS&E were \$600,000 and \$1,576,000, respectively. And, the preliminary construction estimate for the project was estimated to be \$9,500,000.

The Request for Proposals (RFP) was released on January 6, 2022, and proposals were due on April 17, 2022. Three consultant teams provided proposals in response to the RFP. The prime consultants of the teams are Kimley-Horn & Associates, Wallace Group, and MNS. Two city staff, a principal planner from the Transportation Agency of Monterey County (TAMC), and the Public Works Director of the City of Marina reviewed and rated the proposals and interviewed the consultants. The proposals were rated based on the qualifications of the team; project understanding and approach; relevance, completeness, and logic of the scope of work; ability to manage the project in a turnkey fashion, responsiveness to the City and citizens' needs, quality, and timeliness of the deliverables and budget control; and, references that confirm a record of producing quality product on similar projects on time and within budget. Kimley-Horn & Associates, Inc. was rated the highest by all reviewers. All of the consultants had positive references. The Kimley-Horn and Associates proposal is in the amount of \$598,004.83 for the PA/ED phase and \$1,570,237.27 for the PS&E phase.

Staff recommends the City Council adopt a resolution (Attachment 1) authorizing the City Manager to execute a professional service agreement, PSA, (Attachment 2) with Kimley-Horn and Associates, Inc. for the amount not to exceed \$598,004.83 to perform PA/ED phase services for the Broadway Avenue Corridor Complete Street Improvement Project.

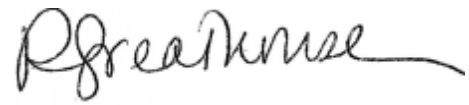
FISCAL IMPACT

The Kimley-Horn and Associates, Inc. PSA for the PA/ED phase is in an amount not to exceed \$598,004.83, The PA/ED phase was budgeted to be funded with \$600,000 of RSTP funds in account no, 212-8950-9600 where there are sufficient funds available. The next phases of the project, PS&E and Construction, will be funded entirely with Active Transportation Program grant funds.

ATTACHMENTS

1. Broadway Ave Complete Streets Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, reading "R Greathouse". The signature is fluid and cursive, with a long horizontal stroke 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 A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PERFORM PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE SERVICES FOR THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PROJECT FOR AMOUNT NOT TO EXCEED \$598,004.83

WHEREAS, the Broadway Avenue Complete Street Corridor Improvement Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Request for Proposal was released for Project Approval and Environmental Document (PA/ED) and Plans, Specifications, and Estimate (PS&E) Phase proposals on January 6, 2022, and proposals were due on April 17, 2022; and

WHEREAS, there were three proposals received from Kimley-Horn and Associates, Inc., Wallace Group, and MNS.

WHEREAS, Kimley-Horn and Associates, Inc. was found to be the most qualified to perform the work from review and rating of their proposal and interview;

WHEREAS, the Kimley-Horn and Associates proposal was in the amount of \$598,004.83 for the Project Approval and Environmental Document (PA/ED) phase and \$1,570,237.27 for the Plans, Specifications, and Estimate) PS&E phase; and

WHEREAS, the City needs to complete the PA/ED phase before an allocation of funds can be received for the PS&E phase and a professional services contract can be issued for PS&E phase; and

WHEREAS, the City has not completed the PA/ED phase; and

WHEREAS, the cost of the PA/ED phase was budgeted to be paid from \$600,000 of RSTP funds in account number 212-8950-9600; 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 Kimley-Horn and Associates, Inc. to perform PA/ED phase services for the Broadway Avenue Complete Street Corridor Improvement Project for an amount not to exceed \$598,004.83.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of June, 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/SEASIDE COUNTY SANITATION DISTRICT
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and **Kimley Horn and Associates, Inc.** 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 _____ 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 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 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 **FIVE HUNDRED NIGHTY EIGHT THOUSAND FOUR DOLLARS AND NINETY FIVE CENTS (\$598,004.95)** 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 finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Consultant under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files, Consultant shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Any modification made by City to any of the Consultant'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 Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses including but not limited to attorney's fees, resulting therefrom.

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 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 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>
To Consultant:	<u>Attention: City Clerk</u>
	<u>Kimley Horn and Associates, Inc.</u>
	<u>1615 Bunker Hill Way, Suite 200</u>
	<u>Salinas, Ca 93906</u>

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, **Frederik Venter, P.E.**, shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Kimley Horn and Associates, Inc. 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 **Frederik Venter, P.E.** 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. 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 "B" 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.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

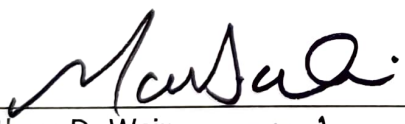
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CONSULTANT: **Kimley Horn and Associates, Inc.**



By:


Matthew D. Weir
Vice President
P.E. No C70216

Date: 6/8/2022

City of Seaside
A Municipal Corporation

By:

Roberta Greathouse, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

June 7, 2022

Exhibit A

Ms. Nisha Patel, P.E.
Public Works Director / City Engineer
City of Seaside Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Re: **Scope of Services and Fee**
Broadway Avenue Complete Street Corridor Improvements Project

Scope of Services

Phase 1: Project Approval and Environmental Document (PA/ED)

Task 1 – Project management, Coordination, & Documentation

We assume the project management task for the PA&ED phase to occur over nine (9) months and conclude with the submittal of the Request for Authorization for the PS&E phase.

Task 1.1 Project Administration:

Kimley-Horn will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updating monthly, and as requested by the City.

Task 1.2 Coordination and Meetings:

We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to five (5) additional meetings with the City, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings will be online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 MST Coordination:

Kimley-Horn will coordinate with MST relative to their existing bus stops along the corridor and planned future stops or improvements. We assume coordination will be through telephone conference and email correspondence.

Task 1.4 Coordination for RFA for PS&E

Kimley-Horn will assist the City with preparing the necessary documentation as required by Caltrans to submit for the Baseline Agreement and Request for Authorization (RFA) for the PS&E phase.

Task 1.5 QA/QC:

Kimley-Horn will follow a structured QC/QA process that will be implemented throughout the life of the project. In addition to our internal senior staff's review, our partner, CSG, will perform independent reviews ahead of the 30%/GAD submittal to review overall constructability and quality of our deliverable.

TASK DELIVERABLES

- Monthly invoices (PDF)
- Meeting notes (PDF)
- Baseline Agreement and RFA documentation (PDF)
- Monthly schedule updates (PDF)

TASK 2 – PUBLIC OUTREACH AND STAKEHOLDER COORDINATION

Task 2.1 Stakeholder coordination:

Working with City staff (and TAMC staff, as necessary), Kimley-Horn will prepare a Community Engagement Strategy (CES) tailored to the community's specific needs and strategic requirements. The CES will use this scope of work as a basis, and identify the specific outreach tasks and deliverables, and include specific ways that we will reach out to the community, stakeholders, and participating public agencies (City of Seaside, TAMC and BPAC, MLK Jr. School of the Arts, and Highland Elementary School).

The CES will be prepared in a matrix/checklist fashion for ease of implementation and will be a fluid document, intended to be updated as needed at each major participation milestone. The CES will also identify dates and locations for each outreach activity identified below.

Subtask 2.1.1 Stakeholder Meetings

Kimley-Horn will conduct a series of meetings with affected stakeholders and community groups and business groups to inform them about the project and solicit their feedback. This scope of work assumes up to three (3) meetings over the course of the project. If conditions dictate, virtual/online format meetings can be accommodated.

Subtask 2.1.2 Presentation to City's Board of Architectural Review and Planning Commission

In coordination with City staff, Kimley-Horn will prepare for and present an overview of the corridor study project to the City's Board of Architectural Review and Planning Commission combined meeting. This presentation will address the project scope and schedule, introduce the project website, and provide an overview regarding our findings regarding baseline conditions, feedback from the stakeholder meetings. We will solicit feedback about the corridor and the plan which will be used to further identify existing corridor multimodal deficiencies and help define specific study objectives.

Task 2.2 Community Meetings and Coordination:

The outreach plan will be refined based on input from the kick-off meeting. As part of the community engagement, we will design and host a project website that will be accessible throughout the project. It will function as a project information site, an archive of progress that includes all presentation materials and project deliverables, and a portal to acquire community feedback, particularly from citizens unable to attend the community workshops or agency presentations. The website will include the following features:

- Project overview, purpose, goals, and objectives
- Project schedule, including community workshops and agency meetings
- Corridor maps
- Photo inventory of existing conditions

- Presentation materials and summary notes from the two (2) community workshops and one (1) public agency meeting
- All final project deliverables
- Comment form to receive ideas, comments and suggestions
- Email sign-up

A draft storyboard of the project website will be prepared for City approval that shows the graphic style (look and feel), navigation hierarchy, and content structure. We will review this storyboard (one round of review) with City staff prior to preparing a draft website. We will then review the draft website (one round of review) with City staff to finalize the design prior to launching the site for public access. Kimley-Horn will be responsible to registering the domain name and hosting the website on our company server.

Drawing on social media channels Facebook and NextDoor, Kimley-Horn will promote all community meetings and provide a forum to discuss issues and opportunities.

Community Workshop #1 – Existing Conditions and Corridor Concept

Kimley-Horn will prepare for and facilitate Community Workshop #1 – Existing Conditions and Corridor Concept in coordination with City staff. The purpose of the workshop will be to provide a presentation on the existing conditions, concept improvements, and collect public feedback on issues to consider in refining project improvements. This feedback will be used during Task 6.1 Concept Refinement.

A draft and final flyer will be prepared for posting on the project website, emailing to stakeholders and persons on the project email contact list, and public posting (by City staff).

Results of the workshop will be summarized and posted on the project website.

Community Workshop #2 – Proposed Project

Kimley-Horn will prepare for and facilitate Community Workshop #2 – Proposed Project in coordination with City staff. The purpose of the workshop will be to provide a presentation on the selected project features that are included in the 30%/GAD which will be designed in the PS&E phase.

A draft and final flyer will be prepared for posting on the project website, emailing to stakeholders and persons on the project email contact list, and public posting (by City staff).

Task 2.3 - Project Information and Outreach Materials:

The outreach materials required for the meetings and coordination tasks above are included in this task and are assumed to be the following:

- PowerPoint presentation
- Meeting handouts
- Graphic poster boards
- Community meeting notice flyers
- Project Website

TASK DELIVERABLES

- Community Engagement Strategy (CES)
- Project website with interactive online project forum (hosted by Kimley-Horn).
- Facebook social media page
- Community meeting notice flyers (2)
- Public outreach materials for all community, stakeholder and local government meetings, including graphic poster boards (up to 6, 24"x36"), PowerPoint presentations, handouts, and signup and comment sheets.
- Summary meeting notes for all community, stakeholder and local government meetings

TASK 3 – UTILITY COORDINATION AND FACILITY MAPPING***Task 3.1 Utility Coordination***

Record base maps will be requested from utility companies and we will notify the various agencies and request that if they plan to install new facilities within the project area that they coordinate with the City as soon as possible. We will incorporate the above ground and approximate underground facilities into our mapping.

Record plans received from utilities will be reviewed and compared to utility data captured by the topographic surveys, to identify potential utility companies and conflicts with the proposed improvements as well as identify high priority facilities as defined by Caltrans. We will create utility impacts exhibits, which identify areas of potential utility conflict or high priority facilities. We will work with identified utility companies and with the City to determine a strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place.

Depending on the existing facilities within the project area, potholing may be required to determine exact locations of crossing utility conflicts or high priority facilities. Potholing recommendations will be made for work to be completed under Phase 2 of this project.

Task 3.2 Utility Facility Mapping

The Kimley-Horn team will coordinate with the impacted facilities to determine the resolutions for identified conflicts. In addition to conflict resolution, we will request the utility owner provide cost liability determination to assist with the preparation of relocation agreements in Task 5.2 below. We assume coordination will occur via email and conference calls but could meet in-person up to the allotted task budget, if requested.

TASK DELIVERABLES

- Utility Record Maps and Base Map AutoCAD file (if requested)

TASK 4 – DATA COLLECTION***Task 4.1 Topographic Survey and Right of Way Mapping:***

Whitson Engineers will provide aerial mapping at 1"=20' with 1' contours, which will be supplemented by ground level surveys where obscured by trees. Record maps will be used to layout record right-of-way boundaries. Full boundary survey, title research, and right-of-way resolution is not included in these services.

- Research record maps, layout record right-of-way. Research and tie into a published vertical Datum. Right of way will be established based upon record maps or documents provided by the City.
- Recover adequate existing survey control/ benchmarks to relate the topographic mapping to the California Coordinate System, NAD 83 Zone IV and NAVD88 vertical datum. Locate existing monument and establish record right-of-way location. Please note: This will not constitute a full boundary survey of the subject parcels or resolution of right of way.
- Establish and survey aerial mapping targets for aerial mapping control purposes. Coordinate with our aerial mapping partner to provide 1"=20' mapping with 1' contours. The survey extents will be centered along Broadway from North Fremont to General Jim Moore. Mapping will extend 150 feet from the road centerline on Broadway.
- Conduct supplemental topographic surveying (2 days budgeted) for survey area that are obscured by tree cover and including:
 - Identify visible utility features (i.e. water, sanitary, storm, PG&E) and place on corresponding AutoCAD layer
 - Locate trees over 4-inches
 - Locate features not identified in the aerial survey.
 - Dip manholes at/near the intersections (8 intersections total).
- Set a site benchmark (control point) at each intersection.
- Incorporate supplemental data into aerial survey. Prepare surface model. Prepare survey deliverable CAD file and PDF.
- Provide CAD file in AutoCAD Civil3D, surface file, field notes and sketches, point listings

Task 4.2 Geotechnical Services:

All Earth Geotechnical Engineering will provide geotechnical services. They will review pertinent reports of the site provided by the City, obtain up to 15 pavement cores, and will perform laboratory testing of collected samples. A draft and final Geotechnical Report will be prepared and submitted to the City.

- Field exploration consisting of 15 pavement cores. The cores will be advanced through the existing AC and hand excavated through the existing AB to the underlying subgrade. All Earth Geotechnical Engineering will provide 2-person traffic control during coring.
- Laboratory testing of selected samples considered representative of site conditions, in order to ascertain or derive relevant engineering properties including:
 - Moisture/Density
 - Soil Classification
 - Expansion Potential
 - R-Value (2-each) includes sample collection and drop-off at outside laboratory

Preparation of geotechnical report with design of new pavement and overlay pavement sections.

Task 4.3 - Field Visits

This task includes data gathering and field visits to support preliminary engineering and final design, geotechnical analysis, drainage analysis, determination and preparation of right-of-way information, and utility coordination. We assume up to three (3) field visits for this task.

TASK DELIVERABLES

- Topographic Survey and Right of Way AutoCAD file (if requested)
- Geotechnical Report (one (1) hardcopy, PDF)

TASK 5 – CEQA Compliance – Initial Study/Mitigated Negative Declaration (IS/MND)***Tasks 5.1-5.5 Prepare Administrative Draft Initial Study:***

To begin the CEQA review process, Kimley-Horn environmental staff will conduct a site visit, collect relevant data, take current photographs of existing streetscape conditions and participate in a kickoff meeting.

An environmental Initial Study will be prepared based on previous work with the City and the most recent version of Appendix G of the CEQA Guidelines. All subject areas and required topics from the checklist will be addressed and analyzed, recognizing that the roadway improvements may have little or no impact in several areas, and most effects are anticipated to be associated with project construction. The following specific studies and/or technical memos will be prepared to support the findings of the Initial Study.

Task 5.1 Air Quality Assessment

An assessment will be prepared in accordance with the Monterey Bay Unified Air Resources District's (MBARD's) recommended methodologies set forth by the MBARD CEQA Air Quality Guidelines. This assessment will focus on construction emissions. Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively evaluated using the current version of the California Emissions Estimator Model (CalEEMod). The construction-related air pollutant emissions will be compared to the MBARD regional thresholds of significance.

Task 5.2 Energy Analysis

Kimley-Horn will analyze the project's energy implications pursuant to Public Resources Code Section 21100(b)(3), State CEQA Guidelines Appendix F, and the recent State CEQA Guidelines Amendments (i.e., §15162.2(b) and Appendix G.III).

Task 5.3 Greenhouse Gas Emissions Analysis

The greenhouse gas (GHG) emissions analysis will evaluate the project's potential contribution to the cumulative environmental effects of climate change and whether the project would affect the State's ability to achieve established GHG reduction goals. The analysis and modeling will be based on construction assumptions using the updated version of CalEEMod.

Task 5.4 Noise and Vibration Analysis

The noise analysis will focus on localized, temporary construction effects along the Broadway corridor, and methods to reduce construction noise where feasible.

Task 5.5 Transportation Safety/Hazards/Traffic Management

This task will respond to current CEQA requirements. The KH environmental team will coordinate during project design to identify, document and avoid any areas of concern or modal conflicts associated with the project.

Task 5.6 Tribal Cultural Resources Consultation Assistance:

At this time, it is assumed that standard construction-level conditions of approval regarding the potential to uncover cultural resources during site disturbance will be implemented. In addition, the project team will draft a notification letter for distribution to local tribal representatives. We will also contact the Native American Heritage Commission (NAHC) for a current list of tribal contracts and request a non-confidential records search of the Northwest Information Center (NWIC) at Sonoma State University. No site-specific archaeological studies are proposed at this time.

Task 5.8 Public Review Draft IS/MND, Mitigation Monitoring and Reporting Program, and Responses to Public/Agency Comments.

The project team will respond to City review comments and edits to the Initial Study, prepare the IS/MND for public review, prepare the MMRP to document timing and responsibility of mitigation measures, and respond to public comments following the 30-day public review.

Task 5.7 Required Notices/Electronic Document Submittal Assistance.

All CEQA documents are now required to be submitted to the State Clearinghouse in electronic format. The project team will assist the City by drafting CEQA notices and submitting documents to the State on the City's behalf.

Task 5.9 Environmental Coordination and Meeting Attendance:

The team's CEQA project manager will participate in regular internal meetings, Client meetings, stakeholder/agency meetings, and hearings for ongoing strategy discussions and project consideration. Hours have been budgeted for this task based on our experience with similar projects.

TASK DELIVERABLES

- Administrative Draft IS/MND (PDF)
- Public Review Draft IS/MND (with appendices/technical memos) (PDF)
- Written Responses to Public Comments (PDF)
- Mitigation Monitoring and Reporting Program (PDF)
- Draft CEQA Notices (NOI/NOA, NOC, NOD) (PDF)

TASK 6 – PRELIMINARY ENGINEERING**Task 6.1 Concept Refinement:**

Based on the City's comments and input from the first community meeting, the Consultant will refine the Broadway Avenue corridor design concept. During concept refinement, options and trade-offs typically considered are variations on the roundabouts inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry. The refined concept will be submitted to the City for review and comment prior to advancing the concept to the 30% Design/GAD below.

Task 6.2 - 30% Design/GAD**Geometric Approval (Horizontal)**

This task includes the preparation of preliminary engineering drawings and design check calculations to obtain geometric approval of the refined concept developed under Task 6.1. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the roundabout intersections will be defined, and typical sections of each leg, including the roundabout circulatory roadway and central island will be prepared.

We assume the roundabouts will be constructed as single lane mini roundabouts.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested.

The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume $t_c=5.0$ seconds)
- Stopping Sight Distance

The design checks and roundabout operations will be summarized and documented in a Roundabout Performance Memorandum that will be submitted to the City with the 30% Design/GAD.

Geometric Approval (Vertical)

Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

Geometric Approval Drawings

We assume the specifications will not be prepared at this level. We will prepare an Opinion of Probable Construction Cost (OPCC) for the 30% design improvements. Assumed plan sheets for the 30% Design/GAD:

Description	No. Sheets
Title Sheet	1
Horizontal Control Plan/Typical Sections	1
Layout Plans	7
Drainage and Utility Plans	7
Signing and Striping Plans	7
Landscaping/Hardscaping Plans	7
Total:	30 sheets

Independent QC:

CSG will review the 30% design/GAD plans as prepared by Kimley-Horn. The plans will be reviewed for alignment and geometric design. Review comments made by QC reviewers will be in writing. A log to record QC measures taken during the project, including corrective actions taken, will be maintained by the project manager.

Task 6.3 Drainage and Stormwater Analysis:

Mark Thomas will prepare a drainage analysis for the project. This will include calculations for watershed areas, storm intensity, pipe velocity, pipe capacity, and gutter flow. Mark Thomas will prepare a stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and designing features for storm water quality

control. The drainage and stormwater analysis will be submitted at the 30% design phase as a draft. A separate task in Phase 2 will update this analysis.

Task 6.4 - Urban Design Palate Concepts**Preliminary Landscape and Hardscape Concepts:**

Kimley-Horn will develop up to three (3) different conceptual improvement themes that will identify the colors, materials, textures, layout and general size of landscape and hardscape improvements. It is anticipated that this information will be conveyed through plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions based on staff and/or stakeholder input. Additional revisions may be provided as additional services

Preferred Landscape and Hardscape Concept:

Kimley-Horn will utilize input received from staff and stakeholders on the preliminary landscape and hardscape design concepts to create one (1) final preferred theme for final design direction prior to beginning the PS&E phase. Concept will illustrate final colors, materials, textures, layout and general size of hardscape and landscape elements. It is anticipated that this information will be conveyed through plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions based on staff and/or stakeholder input. Additional revisions may be provided as additional services

TASK DELIVERABLES

- 30% Design/GAD Plans (one (1) 24"x36" bond, two (2) 11"x17" bond)
- 30% OPCC
- Roundabout Performance Memorandum
- Draft Drainage and Stormwater Treatment Memorandum
- Draft and Final Concept Landscape and Hardscape Board (one (1) 24"x36" hardcopy board of final concept, PDF)



**SEASIDE
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PROPOSAL FOR

Design Professional Services for the
**Broadway Avenue Complete Street
Corridor Improvements Project**



Kimley»Horn

Expect More. Experience Better.

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1. COVER LETTER

1. Cover Letter

February 17, 2022

Ms. Nisha Patel, P.E.
 Public Works Director/City Engineer
 City of Seaside Engineering Division
 440 Harcourt Avenue
 Seaside, CA 93955

» 1615 Bunker Hill Way,
 Suite 200
 Salinas, CA 93906
 TEL 831.783.0352

RE: Proposal for Design Professional Services for Broadway Avenue Complete Street Corridor Improvements Project

Dear Ms. Patel and Members of the Selection Committee:

The Broadway Avenue Complete Street Corridor Improvements Project will transform the community by moving the focus away from a car-centric arterial and focusing on the mobility and safety for both pedestrians and bicycles. We look forward to continuing our long-term relationship with the community, the **City of Seaside**, the Transportation Agency for Monterey County (TAMC), and other local stakeholders. We look forward to being both active participants and leaders in the refinement of the solutions, design recommendations, and the implementation of the significant design features that successfully led to the award of grants to fund this project.

The **Kimley-Horn** team has and continues to establish a track record of success in the placemaking of local communities in Monterey County such as Salinas, Monterey, and King City and is dedicated to providing the same innovation and exceptional service to the City. This type of work requires a team with a strong understanding of complete street projects, along with the depth of skills to implement multimodal transportation solutions. With Kimley-Horn's extensive experience throughout Monterey County and the greater Bay Area, we are eager to partner with the City on this important project and offer the following specific benefits:

Experienced and Comprehensive Consultant Team. The design and implementation of a project of this size will require a dedicated and knowledgeable team. Our project manager, **Frederik Venter, P.E.**, has over 30 years of experience managing major transportation and traffic engineering projects. Frederik will be assisted by PS&E and PA&ED task leaders **Sean Houck, P.E.**, and **Daniel Carley, P.E.**, who both have extensive experience in municipal complete streets, roundabout, and safety projects as well as Caltrans Grant and Local Assistance projects, including the preparation of plans, specifications, and estimates (PS&E), and delivery of projects in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Frederik, Sean, and Daniel will be supported by a team of highly qualified engineers, allowing us to provide you with comprehensive services for this project. Kimley-Horn will be supported by several trusted subconsultant partners, including **CSG Consultants** for PS&E QC/QA, **Mark Thomas** for Utility Coordination QC/QA, and **Whitson Engineers** for Surveying and Mapping. Our team has worked with each of these firms throughout Monterey County and has a strong working relationship of successfully project delivery.

Turn-Key Management Approach. Like so many agencies today, engineering staff is extremely busy, and will require a team to that is self-motivated and will keep the project moving forward. This includes compliance paperwork for the

EXHIBIT B

Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**

grant, plan check and quality control, utility coordination, and regulatory permits. We have structured our team to assist engineering staff to achieve a successful project on time. CSG is key partner in this approach by independently reviewing all geometric approvals and PS&E documents before submission to the City.

Broad Complete Streets Expertise. Kimley-Horn provides extensive local and regional experience in planning and engineering Complete Streets projects as well as in guiding plans through the public input and approval processes. We strongly believe in the benefits of multimodal connectivity and in the transportation, recreational, social, and community value of well-developed, safe, and convenient bicycle and walking facilities as essential elements to a quality community. Our team members' experience ranges from supporting Active Transportation Grants (ATP) grant application submittals; developing active transportation performance metrics for regional planning, project identification, and project prioritization; developing safe routes to school and regional bicycle corridors to statewide bicycle plans; developing portions of the U.S. Bicycle Route System; and designing of over 200 miles of bicycle and multi-use trails.

Extensive ATP Grant Experience. We have successfully implemented Active Transportation Planning (ATP) grant projects throughout California. In addition to ATP, we have successfully partnered with regional and local agencies by providing assistance with grant documentation, project progress reports, Completion Reports, and Final Delivery Reports.

In-House Community Outreach. Our team includes in-house community outreach specialists who know how to meaningfully engage with the community and stakeholders as a natural component of all our transportation projects, providing us with a high-level of skill in utilizing the community to enhance project outcomes. With Kimley-Horn, you'll know your project is in experienced, capable hands.

Local Work in Seaside. In addition to partnering with the City to secure ATP grant funding for this project and creating the conceptual designs, we have worked with the City on your Intersection Control Evaluation (ICE) and the Del Monte Bike Lane Study. Throughout this partnership, we have developed strong working relationships with City staff as well as gained a solid understanding of City procedures and goals. Kimley-Horn's local knowledge lessens our learning curve and allows us to hit the ground running on your project.

We appreciate the opportunity to submit our proposal and are confident that we offer the local knowledge, project experience, and creative solutions you seek for your requested services. If you have any questions regarding our submittal, please feel free to contact me at 669.800.4130, via email at frederik.venter@kimley-horn.com, or at the address listed on the previous page.

Kimley-Horn acknowledges Addendum No. 1 on January 19, and Addendum No. 2 on January 26.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Frederik Venter, P.E.
Project Manager/Vice President*

**As Vice President of the firm, Frederik is authorized to negotiate and enter into an agreement with the City on behalf of Kimley-Horn.*

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Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**

Contract Exceptions

Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications.

8. OWNERSHIP OF DOCUMENTS

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. 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.

21. WORK SCHEDULED/TIME OF COMPLETION [This section is optional and should be included only when the project is particularly time-sensitive.]

Remove this section in its entirety

EXHIBIT C - INSURANCE REQUIREMENTS

Primary/noncontributing. Coverage provided by Consultant, with the exception of professional liability, shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. [...].

Pass through clause. Consultant agrees to ensure-require 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.



2. PROJECT TEAM



2. Project Team

Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to both public and private sector clients nationwide. Founded in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 5,500 employees nationwide. Kimley-Horn opened its first office in California in 1988. Since then, we've served a multitude of cities, counties, airports, transit agencies, congestion management agencies, planning organizations, councils of government, and other public and private clients throughout the state. We have performed a wide spectrum of professional engineering and planning services for numerous multimodal and active transportation projects. These projects have included bicycle and pedestrian multi-use paths, traffic and roadway engineering, environmental clearance and permitting, biology and technical studies, drainage and utility design, geotechnical services, public outreach, and Caltrans District 5 oversight and permitting. We have leveraged our knowledge and working relationships with the design staff, permitting staff, and associated standards and requirements for each. Our transportation engineering, multimodal, safe routes to school, and design services to the local community are illustrated throughout this proposal.

Kimley-Horn Contact Information

Project Manager: Frederik Venter, P.E.

Frederik.Venter@kimley-horn.com

669.800.4130

Areas of Expertise

Our project manager, **Frederik Venter, P.E.**, and our technical staff have extensive experience in each aspect of this project, having completed the conceptual design and assisted the City with the grant application. Our project team has a long history providing roadway, bicycle/pedestrian safety enhancements, traffic signal design, and other services required by this project and will continue to provide the same exceptional service we have provided in the past. Kimley-Horn offers the City a full range of comprehensive in-house resources for transportation planning and design. Our team's technical qualifications and strengths cover a wide variety of services applicable to this project as detailed on the following pages.



Complete Streets Planning and Design - Kimley-Horn is a Complete Streets planning and engineering firm. In fact, Kimley-Horn is one of the primary authors of the Institute of Transportation Engineers' (ITE) recommended practices: *Designing Walkable Urban Thoroughfares*. In addition, our team of planners and engineers work in tandem to develop plans that apply best practices, such as National Association of City Transportation Officials (NACTO's) *Urban Streets Design Guidelines*.



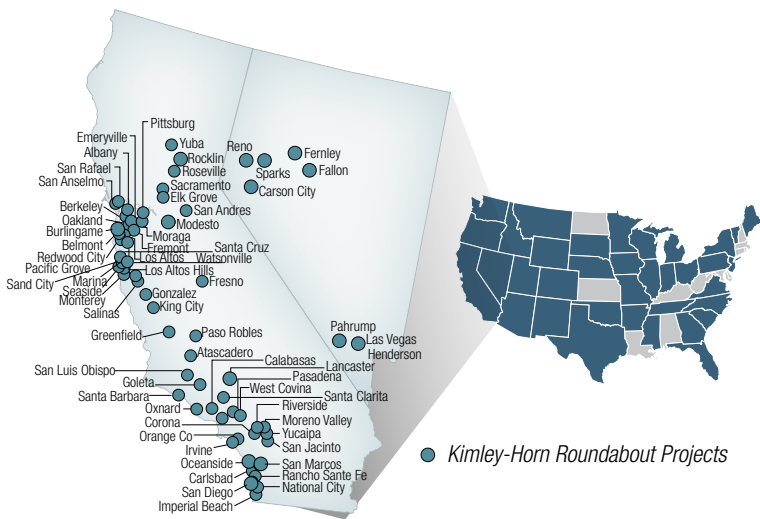
Exceptional Roundabout Experience - Kimley-Horn recognized the potential of the roundabout as an intersection design solution years ago, and has since completed both feasibility studies and final design for roundabout projects in California and throughout the nation. During this time, we have been diligent in learning everything that we can about the evolving art of roundabout design. Beyond the books, we have become active participants in roundabout interest groups including local and nationally recognized roundabout seminars, webinars, and conferences. It is not just our practice, but also our passion, that has afforded Kimley-Horn the opportunity to work on more than 1,100+ roundabout projects nationwide. As for practical experience, over the past five years alone, our staff has provided more than 75 clients with:

- Intersection Control Evaluation (ICE) analysis
- Roundabout geometric feasibility analysis
- Preliminary and final design
- Concept and design peer review
- Roundabout construction plans

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Proposal for Design Professional Services for the

Broadway Avenue Complete Street Corridor Improvements Project



A detailed illustration of our team's roundabout experience can be found to the left. These roundabout projects include modern roundabouts, mini roundabouts, roadway design, structural design, landscaping architecture, and traffic engineering elements.



Horn isn't just a firm specializing in traditional roundabout design; Kimley-Horn is a leader in the design of mini-roundabouts. Our project staff has worked on mini-roundabout projects across the country. The North Park Mid-City project in the City of

San Diego is perhaps the biggest mini-roundabout/traffic circle/and bulb-out project undertaken in the Country. **In fact, our experience in San Diego is what inspired Kimley-Horn to help the City in developing the corridor concept and grant application for this project.**

Why does this experience matter? Our experience gives us unique insight into the effectiveness of seemingly mundane civil details such as mountable curb design, hardscape treatments, use of contrasting colors, pavement marking details, how to design for constrained sight lines in neighborhoods, preservation of on-street parking, transitioning bicycles through intersections, balancing pedestrian crossing locations with utility preservation/adjustment, etc. Our experience, as illustrated in the photos below in San Diego, San Anselmo, Kissimmee (FL), Henderson (NV), and other places has allowed us to work with these agencies and develop specific design criteria for the safe implementation of mini-roundabouts at constrained locations. In addition, our experience includes the integration of bicycle priority corridors with both mini-roundabout and bulb-out intersection designs.



San Francisco Boulevard Mini-Roundabout Project, San Anselmo, CA

North Park Mid-City Bikeways Project, San Diego, CA

*Lakeview Drive Mini Roundabouts,
Kissimmee, FL*

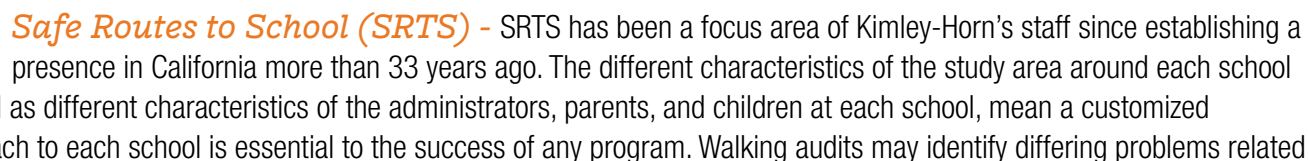


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Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**

to the safety of school children including speeding, high traffic volume, parking conflicts, and conflicts in the shared public space between passenger vehicles, buses, bicycles, and pedestrians. All of these conflicts lead to an increasingly unsafe condition for children and parents. Programs may identify a greater need for focus on bike or pedestrian safety, revised drop-off and pickup policies, or encouragement programs for parents and students to increase walking, biking, or carpooling to school. At Kimley-Horn, our SRTS practice focuses on creating safe and convenient opportunities for children (and adults) to bicycle and walk to each of the study area schools.



Comprehensive Active Transportation Knowledge - Kimley-Horn understands that active transportation facilities are critical components within a multimodal transportation system that encourages bicycling and walking as a viable commuting and recreational transportation option. Facilities such as sidewalks, multi-use paths, and protected bike lanes designate space for biking and walking that need to be planned and designed based on the community need and experience level, and they also need to be combined with infrastructure, such as enhanced intersections with safety treatments, wayfinding, and other features to greatly enhance the users' experience and ultimately encourage greater use. Our team's collective understanding and experience in active transportation planning and engineering will serve the City in a highly effective manner resulting from our team's ability to work collaboratively in a public agency environment.



ADA Compliance - Kimley-Horn is a recognized leader in the design of pedestrian facilities. Our engineers are on the forefront of the Americans with Disabilities Act (ADA), helping municipalities upgrade aging infrastructure to meet applicable ADA standards and ordinances.



Landscape Architecture - Kimley-Horn has a well-earned reputation for combining creative ideas, technical excellence, and client collaboration, resulting in dynamic projects that blend into their environments and become a part of the area they inhabit. Our landscape architects have a diverse range of experience from corridor plans and downtown streetscape programs to parks and recreation planning. Our full-service consulting includes feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration.



Environmental Services - Kimley-Horn's environmental services team provides complete environmental compliance services for public works projects, including roadway, pedestrian and bicycle trail, traffic, parks, transit, and site development projects. Kimley-Horn produces environmental documents that are sensitive to the public's concern for resource protection and community impacts as well as to the real-world issues associated with the cost and feasibility of implementing mitigation programs. Our team draws upon years of experience with public improvement projects documents and to assess project designs that minimize impacts to the natural environment and community.



Public Outreach - Our team is sensitive to the pivotal role of meaningful public engagement programs that enable area residents to communicate and assist with the realization of their collective priorities. Public engagement determines the overall design program, funding strategies, and implementation priorities. Kimley-Horn is known for developing innovative approaches to projects that involve meaningful and productive public engagement. Accordingly, we have developed effective methods of bringing the community into the process. We are strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution, and we have professionals on staff who are native Spanish speakers experienced in conducting bilingual outreach services.



Utility Coordination - Every project presents unique design challenges; however, the most frequent challenge faced in local municipal projects involves existing utilities. Utility facilities may be located within proposed project areas and require extensive coordination with the affected utility owners. To preemptively identify conflict early in the design phase, Kimley-Horn believes in drawing utility lines and features to their true size in our plans and potholing potential conflict locations, where the budget allows, to enhance the understanding of existing lines.



Graphics/3D Visualizations - Our team has the capabilities to produce the highest-quality graphics, enhanced renderings and site plans, presentations, brochures, newsletters, and reports. Our team is proficient in producing enhanced renderings and site plans for urban design projects. Our graphic designers work extensively with our urban and transportation planners to accurately and aesthetically represent the planner's visions graphically. In addition to print graphics experience, our designers also have expertise in developing multimedia presentations that integrate still images, video, and audio as well as 2D and 3D modeling and animation. **To the right we have included a few recent examples of projects that our graphic designers have completed that required similar elements to this project.**

[Click project name or scan QR code to view project](#)



[Regional Transportation Commission of Washoe County,
4th Street and Woodland Avenue Roundabout, Reno, NV](#)

[City of National City, Euclid Avenue Bikeway Project,
National City, CA](#)



[City of Menifee, Active Transportation Plan, Menifee, CA](#)

Subconsultant Overview

We have included a detailed overview of each of our subconsultant teaming partners in the Appendix.

CSG Consultants (QC/QA; Utility Coordination)

Contact Information: City of Marina, Brian McMinn, Public Works Director/City Engineer

Mark Thomas (Utility Coordination; Storm Water Analysis and Design)

Contact Information: Joe Streeper, Civil Engineer, 408.453.5373

Whitson Engineers (Surveying/Mapping)

Contact Information: Richard Weber, P.E., PLS, QSD, Civil Engineer/Land Surveyor, 831.649.5225

Badger Daylighting (Potholing)

Contact Information: Brandon Yee, Branch Manager, 510.566.3424

All Earth Geotechnical Engineering, Inc. (Geotechnical Engineering)

Contact Information: Philip Edwards, Geotechnical Engineer, 831.345.8852

Organizational Chart

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables and client service. That's why we have carefully considered the composition of our team, identifying the most qualified personnel with recent, relevant project experience to be able to work with you. **Frederik Venter, P.E.** will lead our capable team as project manager, serving as your day-to-day contact. Frederik will be extensively supported by **Sean Houck, P.E.**, who will lend his extensive expertise in mini, single-lane, and multi-lane roundabout design and complete streets projects in Northern California. Assisting Frederik and Sean will be a team of well-qualified specialists, who have worked on recent and relevant projects throughout Monterey County and Northern California. The organization chart on the following page illustrates our staffing plan. The key individuals listed and identified will be performing the work throughout the project contract and will not be substituted with other personnel or reassigned to another project without the City's prior approval. **Resumes for key personnel, demonstrating their background, qualifications, and relevant experience, are provided in the Appendix.**

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Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



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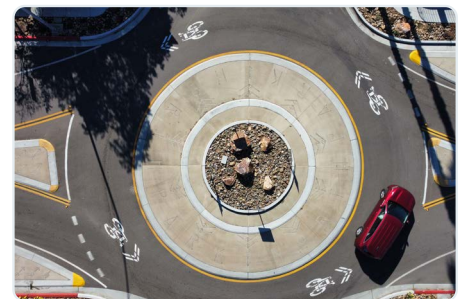
3. RELEVANT PROJECT EXPERIENCE

3. Relevant Project Experience

As trusted advisors, our firm works diligently on behalf of our clients' needs. On the following pages we have included examples of some of our team's related projects with the City of Seaside and other agencies. Our team has the necessary experience to make this project a success, and we offer the City the high level of attention to detail and client service that has become a trademark of Kimley-Horn as well as creative approaches to meeting your project's needs. We have included additional project examples in the Appendix to this proposal.

SANDAG, North Park, Mid-City Bike Corridors, San Diego, CA

Kimley-Horn provided preliminary engineering services for SANDAG for the Regional North-Park Mid-City Bikeways, which included value engineering, concept plan development, and traffic studies. The project consisted of four bikeways in San Diego's urban core; Meade-Monroe, Howard-Orange-University, Robinson-Landis, and Georgia-Florida are designed with a "bike boulevard" approach that enhances the safety and comfort for users of all ages and abilities. It provides approximately 14 miles of bicycle boulevards, buffered bike lanes, protected bikeways featuring enhanced crossings, and streetscape enhancements. Additionally, Kimley-Horn proposed traffic calming elements including eight mini-roundabouts and 32 neighborhood traffic circles. Kimley-Horn worked in coordination with SANDAG and the City of San Diego on an extensive public outreach effort by providing support at community planning group meetings.



Contact: Chris Kluth, Senior Active Transportation Planner,
 SANDAG, 619.699.1952

Consulting Fee: \$1.2M

Construction Fee: \$17M

Project Schedule: The project schedule and budget were consistent with the client's expectations.

Project Obstacles: Balancing safe and efficient roundabout operations with project constraints such as utilities, driveways, on-street parking, and constrained sight lines. Our team worked with SANDAG and the City of San Diego to develop both design principles and criteria for mini-roundabout and traffic circle design. This partnership allowed the team to work with the City to evaluate design trade-offs at each location while maintaining construction budget and minimizing community impacts.

City of Seaside, Intersection Control Evaluation (ICE)/Broadway Active Transportation Program (ATP) Grant Services, Seaside, CA

Kimley-Horn has partnered with the City of Seaside and TAMC to complete a Citywide ICE Report and assist with an ATP Grant Application. Kimley-Horn has worked closely with the City of Seaside to provide an objective analysis of concept level, feasible intersection control alternatives for the study intersections. Kimley-Horn worked with the City to prepare concept layouts and renderings along Broadway Avenue as part of the ATP grant application effort by TAMC. Kimley-Horn completed the Engineer's Checklist for the ATP application, including Vicinity Map/Location Maps; Project Layouts;

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Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**

Typical cross-sections; Detailed Engineer's Estimate; review of Crash/Safety Data, Collision Maps and Countermeasures; Project Schedule and Funding Request; Warrant Studies/guidance; Review/Prepare text with documentation of engineering decisions; and Review of final application.

Contact: Leslie Llantero, Assistant Engineer, City of Seaside, 831.899.6832

Consulting Fee: \$220,000

Construction Fee: N/A

Project Schedule: Kimley-Horn was able to complete the Broadway Ave concepts with a quick turnaround and met all deadlines for the ATP grant assistance.

Project Obstacles: For the Broadway Avenue design in particular, it was highly important to balance the wants and needs as determined through community outreach, with input from the City, and guided by right-of-way constraints and safety factors.

City of Salinas, Bardin Road Safe Route to School Enhancement (Improvements), Salinas, CA



Photo is the sole property of the City of Salinas

Kimley-Horn provided research, engineering, outreach, and design services for the ATP Grant funded Bardin Road Safe Route to Schools Enhancement Engineering Services Project. The project provides multimodal improvements to Bardin Road, Alisal Street, and Sconeberg Parkway in eastern Salinas. The project right-sized the streets to improve mobility for all users which include adding bicycle facilities along Sconeberg Parkway, providing sidewalks, bicycle trail, and streetscape improvements along Alisal Street, crossing distance reductions and buffered bicycle lanes on Bardin Street, and controlled access for drop-off and pick-up

at Bardin Elementary School. The project considered typical traffic conditions as well as the 20-minute periods prior to and after school.

Contact: Maria Contreras, Engineer, City of Salinas, 831.758.7429

Consulting Fee: \$1M

Construction Fee: \$8M

Project Schedule: The project design was completed on time, and construction is ongoing with an estimated completion of Summer 2022.

Project Obstacles: Existing school drop-off area couldn't accommodate volume of traffic, resulting in students crossing travel lanes, creating safety issues. The project solved this by providing a two-lane, designed drop-off zone outside of the through traffic.

City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA

Kimley-Horn provided preliminary engineering, right-of-way acquisition, and final design services for this project which promotes multimodal transport in a sustainable manner along North Fremont Street, with the intent that it be a catalyst towards redevelopment along the corridor. Improvements included bulb-outs at intersections with new curb ramps, new decorative traffic signals, Class IV bike lanes located within the median, a shared bus/transit lane, transit signal priority, bus stop improvements, and a retaining wall to avoid impact to an environmentally sensitive area. Our team provided design and right-of-way acquisition services, along with public outreach, environmental support, and Caltrans coordination. The project, funded by an Active Transportation Program (ATP) grant, required a Caltrans encroachment permit for improvements at the intersection of North Fremont and Canyon Del Rey Boulevard. As part of the 35% design process, we worked through and analyzed a number of alternatives with the City, including parking-protected cycle tracks, buffered bike lanes, and sharrows across intersections to highlight areas that have a greater risk of vehicular conflict.

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Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Project Awards

- » Caltrans 2020 Caltrans Excellence in Transportation Award
- » ACEC California 2020 Engineering Excellence Awards - Honor Award Recipient
- » ACEC National 2020 Engineering Excellence Awards - National Recognition Award
- » ITE National 2020 Pedestrian and Bicycle Standing Committee Best Project Award

Contact: Andrea Renny, Traffic Engineer, City of Monterey, 831.646.3921

Consulting Fee: \$1.3M

Construction Fee: \$7.7M

Project Schedule: Project design/construction completed on-time and on budget.

Project Obstacles: Numerous driveways and on-street parking along the corridor created safety concerns for adding on-street bike lanes. To solve for this, our team utilized the existing median to install separated Class IV bike facilities.

Client References

Our clients know that with Kimley-Horn they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're great people to work with – and we live for that. We are proud of our working relationships with our clients and much of our success over the last 55 years is directly related to our efforts to provide consistent, high quality, and timely services. Our clients know that with Kimley-Horn, they can expect more and experience better. Below we have included references from your local neighbors. We encourage you to contact them regarding our team's work history and quality of service. **We have also included a sample letter of recommendation from our SANDAG, North Park, Mid-City Bikeways project in the Appendix to this proposal.**



City of Salinas

Andrew Easterling, Traffic Engineer
200 Lincoln Avenue, Salinas, CA 93901
831.758.7196 • AndrewE@ci.salinas.ca.us

San Diego Association of Governments (SANDAG)

Chris Kluth, Senior Active Transportation Planner
401 B Street, Suite 800, San Diego, CA 92101
619.699.1952 • chris.kluth@sandag.org

County of Santa Cruz

Matt Machado, Public Works Director
701 Ocean Street, Room 410, Santa Cruz, CA 95060
831.454.2160 • matt.machado@santacruzcounty.us

City of Monterey

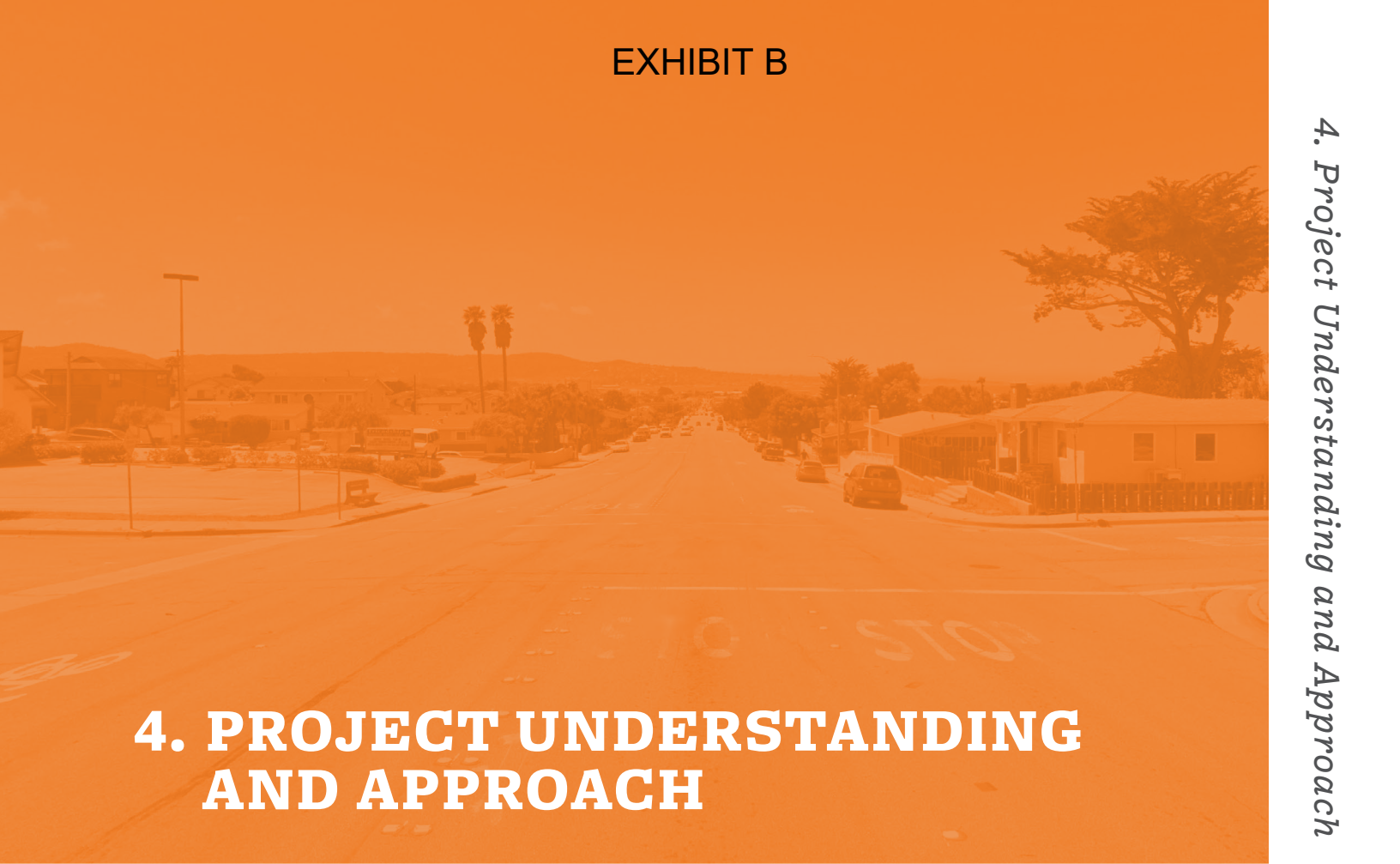
Andrea Renny, Traffic Engineer
353 Camino El Estero, Monterey, CA 93940
831.646.3921 • renny@monterey.org

City of King City

Octavio Hurtado, City Engineer
212 South Vanderhurst Avenue, King City, CA 93930
831.385.3281

City of Marina

Brian McMinn, Public Works Director/City Engineer
211 Hillcrest Avenue, Marina, CA 93933
831.884.1212



4. PROJECT UNDERSTANDING AND APPROACH

4. Project Understanding and Approach

Project Understanding

Bicycle and Pedestrian Priority: First and foremost, we understand that this is a project that has the opportunity to transform a community by improving the mobility and safety for both pedestrians and bicycles. The safety features, including buffered bike lanes and enhanced crossings, will greatly improve access for students, seniors, and residents in nearby disadvantaged communities. It is important that residents continue to have an active role in the design process and have buy-off on the final layouts. We understand that roundabouts were identified not only through the Intersection Control Evaluation (ICE), but specifically requested by residents that participated in the pop-up demonstration. In addition to the outreach already completed as part of the ATP application, project information such as schedule and road closures, and messaging to encourage walking and bicycling will be distributed pre- and during construction to encourage residents and commuters avoid construction-related traffic impacts.

Roundabout Design: The roundabouts proposed are new to the City and will rely on the expertise and experience of the engineer to design safe and effective circles. The entire Broadway corridor slopes from the east towards the west with some longitudinal slopes that may exceed 4% through the intersection where a roundabout is proposed. Once topographic information is surveyed, Kimley-Horn will evaluate each location and develop solutions consistent with efficient roundabout design principles. We will pay special attention to the mitigation of downhill speeds, high-center gravity vehicle navigation, and intersection visibility and sight-lines.

Separation of Grant Activities: The project is funded through two grants, each with distinct project scope, invoicing, and schedules. Our detailed, integrated Management Information System (MIS) assists our project managers in efficient administration of projects. Project and task managers can access daily, real-time effort on timecards and receive cost status reports twice each month. These tools combined with project status reports with monthly invoicing assures that effort is separated between grants.

Program Management: We understand that a key element in the design and construction of ATP funded projects is accurately tracking hours and invoicing for specific grant elements and project phasing. Our team has experience in working with the State Board of Architects, Caltrans Local Assistance, and with local agencies to ensure that design elements are approved for funding. Having assisted with the preparation of the ATP application and exhibits, our team has a deep understanding of the goals, constraints, design iterations, and budget restrictions for the project.

Turn-Key Management Approach: Like so many agencies today, engineering staff is extremely busy, and will require a team to that is self-motivated and will keep the project moving forward. This includes compliance paperwork for the grant, plan check and quality control, utility coordination, and regulatory permits. We have structured our team to assist engineering staff to achieve a successful project on time.

Hydrology, Hydraulic, and Drainage Studies: Drainage for the project will be performed in accordance with City procedures. We believe that project design features within the bulb-outs and just outside the roundabouts can be used to treat and detain water runoff, creating a self-mitigation project to meet National Pollutant Discharge Elimination System (NPDES) requirements (General Permit No. CAS000004).

Utilities: All traditional above ground utilities have been undergrounded through the length of the corridor. Identification of utility vaults, fire hydrants, valves, and meters is critical to balance relocations/adjustments with respect to pedestrian crossings, curb ramp design, and sidewalk improvements. Underground sewer, waterline, and gas connections will be a consideration for storm water treatment and conveyance.

Project Approach

Preliminary Engineering: The first few months of the project will be spent obtaining necessary approvals so that the detailed design can proceed smoothly. The Kimley-Horn team will leverage our technical expertise, knowledge of area, and the familiarity with the grant preparations and the outreach that has been done with the community to further refine the proposed mobility improvements and the engage the community to promote successful implementation. During this stage, key technical studies will be completed and background data compiled, including:

We understand the City is requesting support for acquiring a Baseline Agreement with Caltrans/CTC as well as support for submitting the Request for Authorization (RFA) for the PS&E (PE) and Construction (CON) phases.

Kimley-Horn and CSG are well versed in the LAPM Manual and processes for these documents. We will work with the City to prepare the necessary forms and will guide the City along the process. Since the project does not anticipate federal funding, we assume Disadvantaged Business Enterprise (DBE) goals and calculations will not be necessary.

Corridor Design Charette: It is important to identify the design features that will be used for the refinement, geometric approval, and design details that will be applied throughout the corridor and for each roundabout.

Kimley-Horn will conduct a Design Charette with stakeholders to establish Corridor and Roundabout Design Criteria. The purpose of the charette is for the design team and City staff to come to a consensus on design treatments, before final presentation to the public. We will conduct an interactive design that is reflective of the most current roundabout trends and research that is being implemented across the country. For the roundabout design criteria, some of the focuses of the design charette relating to the roundabouts will be the evaluation of mountable curb details, contrasting color treatments, sight line criteria, design vehicles, and the challenges associated with the longitudinal slope along Broadway. This will be an important focus area as it may have one of the largest impacts on driver behavior, safety, and cost.

Corridor Design: Kimley-Horn approaches corridor design with a strong foundation in modern ATP principles that are supplemented with our experience in conducting in-service reviews of challenging roadway facilities. This approach provides the City of Seaside and other key stakeholders with a progressive set of information that clearly communicate the design intent and functionality of the corridor.

Our practices are based upon current standards, studies, and methodologies. We employ a systematic approach based on specific insight and lessons learned from designing, peer reviewing, or conducting in-service reviews on similar projects for multiple public agencies.

We will work with the City to engage the Martin Luther King Jr. School of the Arts Principal as well as the Monterey Peninsula School District Transportation Department for an understanding of school operations, potential educational materials for students and parents, and bus access. Kimley-Horn has developed a library of effective outreach materials for corridor elements, including roundabouts, that will be applied for this project.

Kimley-Horn can develop educational materials such as age-appropriate coloring books for the students

Community Engagement Strategy: Kimley-Horn will conduct a fully accessible, participatory and interactive community engagement program that will be used to inform and validate the design process for Broadway Avenue. Digital and presentation materials will be presented in a highly graphic, and easy-to-understand format that is visually appealing, as well as clear and accessible to non-technical

audiences. The community engagement process will be designed as an iterative process, with each stage building on the previous stages, designed to:

- Educate participants, regardless of when and how they become engaged in the design process
- Fully informs the public decision makers

- Provides a clearly documented process that will be used as the basis for design
- Provides a process for informed consent

For every community engagement project, Kimley-Horn first step is to work in collaboration with the client to craft a community engagement strategy (CES) that is tailored to your specific needs, and define the type and sequence of outreach activities. The CES will ensure the activities do not occur just for the sake of outreach, but rather to generate information meaningful to the planning process. Our team can also assist with branding and web accessibility.

Plans, Specifications, and Estimate (PS&E): Critical design issues will be solved and documented in the through the Preliminary Engineering and GAD process. Upon completion of the Preliminary Engineering phase, the PS&E preparation will commence. Plans will be prepared in AutoCad format at the following stages:

- 60% Plans will present all key design features including curb work, drainage, grading, sidewalks, retaining walls, striping plans, and a cost estimate
- 90% Plans will address comments received on the 60% Plans, include further annotations, roadway signs, and other details will be added. Utility conflicts will be addressed and right-of-way deeds or easements will be included in the 90% Plans. A refined cost estimate will also be provided.
- As part of our turn-key approach and QC/QA plan, we have built into our schedule submission and review of the milestone deliverables by CSG. The schedule includes time for comment resolution and correction before the plans are submitted to City staff for review.
- Construction Bid Package will be prepared in electronic format in AutoCad and PDF, specifications in Word format, and the Engineers estimate in Excel

Utility Plans and Coordination: All utilities along the corridor have been undergrounded leaving electrical and communication lines in potential conflict with the proposed improvements. Conflicts may arise sub-surface for storm drain improvements and at ground level for curb ramp and intersection improvements. Underground utility mapping will be completed by the same engineer responsible for subsurface drainage improvements to reduce the risk of unmitigated conflicts. The task of coordinating utilities that need major adjustments and relocations will be led by **CSG Consultants**. CSG has extensive experience with local utilities and will be a valuable asset to coordinate this critical path item.

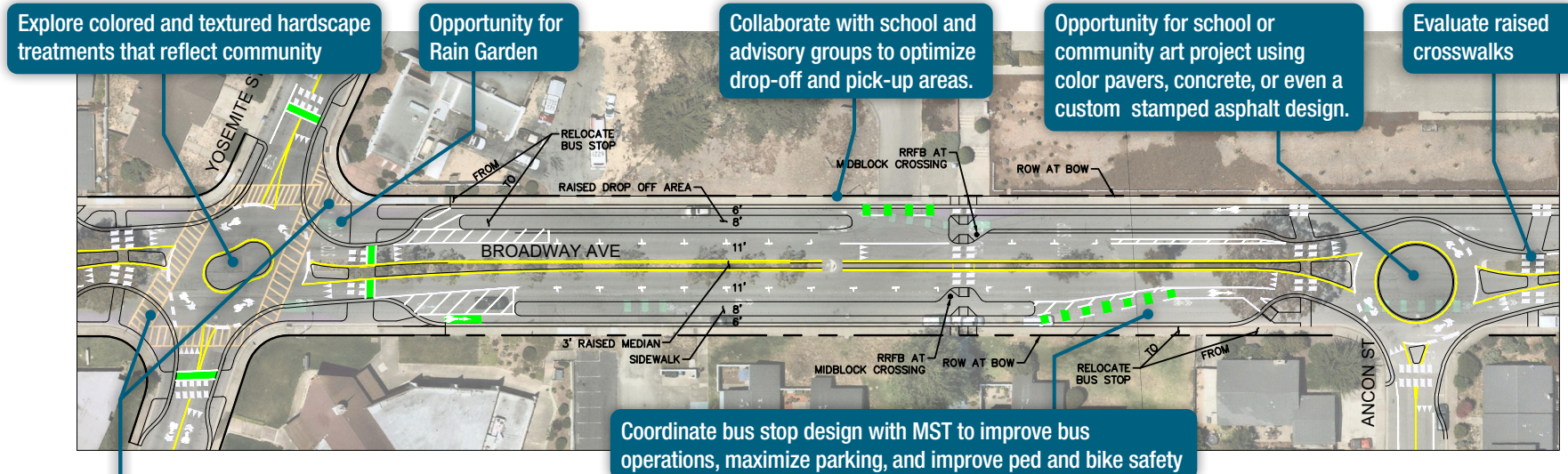
Quality Control/ Quality Assurance: Quality projects don't happen by accident at Kimley-Horn. Our people have been firmly committed to top quality since the firm began 55 years ago, and ultimately our people are responsible for exceeding the client's expectations for quality. Our stringent procedures will help ensure high-quality services that satisfy your needs. We are partnering with CSG to provide independent plan checks of all plan submittals before they are delivered to the City for review. We have built into our schedule a thorough independent review of plans, specifications, and estimates by CSG. Kimley-Horn will consider the CSG review to be equivalent to a submittal to the City of Seaside. We will keep all correspondence, back checks, and responses to comments for review if desired by the City. CSG provides engineering support for agencies throughout the Monterey area and will provide invaluable expertise in support of this project. Kimley-Horn will also provide independent review of all roundabout designs.

Schedule and Budget Adherence: Schedule control begins with the preparation of a detailed schedule in Microsoft Project that includes milestone completion dates for specific tasks and the overall project. The schedule identifies task dependencies and relationships, which allows our project managers and clients to understand which tasks must be completed so that other tasks may be accomplished. We will develop for your project, a work plan that allocates commitments by individuals for each task. Twice monthly, our MIS generates a Project Effort Report showing effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain schedule and stay within budget.

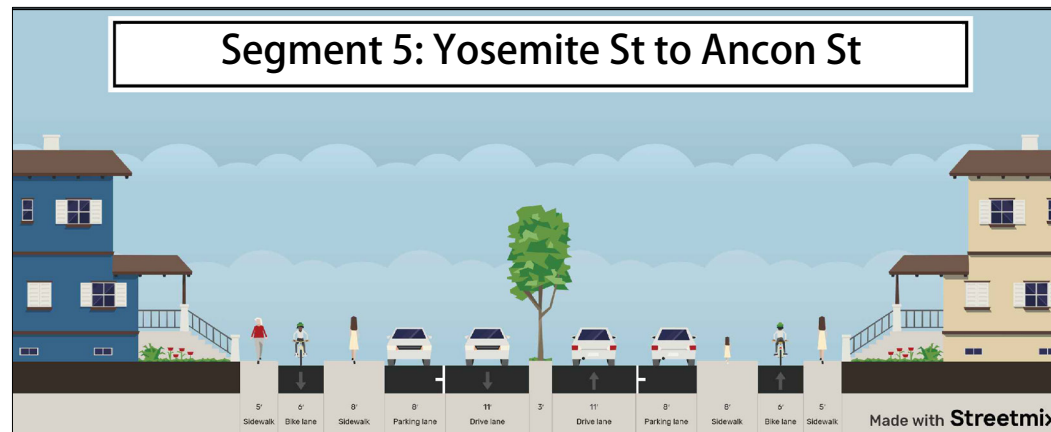
EXHIBIT B

Proposal for Design Professional Services for the
Broadway Avenue Complete Street Corridor Improvements Project

Broadway Avenue Concepts - Yosemite St to Ancon St

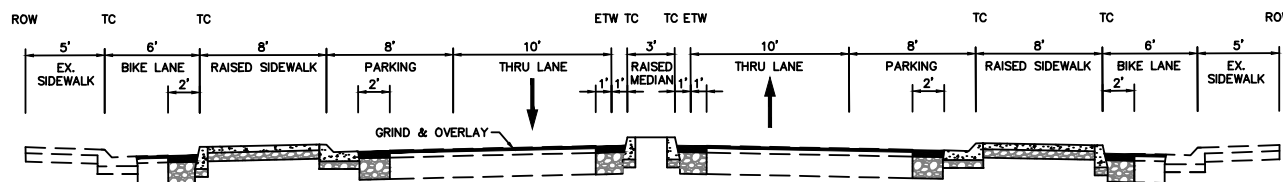


Evaluate alternative bicycle and pedestrian treatments such as street level, protected bike lanes



LEGEND

- ASPHALT
- SIDEWALK
- MOUNTABLE TRUCK APRON
- HARDSCAPE
- LANDSCAPE
- GREEN PAVEMENT MARKING





5. PROJECT SCHEDULE



6. SCOPE OF SERVICES

6. Scope of Services

The following scope of services are duplicative and applicable to both phases of work. Notations have been added where differences are pertinent to the time the service is performed. These services will have separate budgets for Phase 1 and Phase 2 work.

Phase 1 – Project Approval and Environmental Document (PA&ED)

TASK 1- PROJECT MANAGEMENT, COORDINATION & DOCUMENTATION

Task 1.1 – Project Administration: Our project manager, **Frederik Venter, P.E.**, with support from **Sean Houck, P.E.**, will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updated monthly and as requested by the City.

Task 1.2 - Coordination and Meetings: We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. For Phase 1, we assume up to five (5) additional meetings with the City. For Phase 2, we assume up to seven (7) meetings with the City. The remainder of coordination through email, videoconference, and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings will be online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 – MST Coordination: Kimley-Horn will coordinate with MST relative to their existing bus stops along the corridor and any future stops or improvements. We assume coordination will be through telephone conference and email correspondence.

Task 1.4 - Grant Documentation Assistance and Coordination:

Phase 1: Coordination for RFA for PS&E: Kimley-Horn will assist the City with preparing the documentation below as required by Caltrans to submit for the Baseline Agreement and Request for Authorization (RFA) for the PS&E phase. We assume we will support the City in preparation of the following documents, up to a total of 20 hours:

- LAPM 3-A: Project Authorization/Adjustment Request
- Baseline Agreement (CTC-0001)

Phase 2: ATP Reporting Assistance: Kimley-Horn will assist the City with preparing the necessary documentation as required by Caltrans to submit quarterly Project Progress Reports, the Completion Report, and a Final Delivery Report.

Phase 2: Coordination for RFA for Construction: Kimley-Horn will assist the City with preparing the documentation as required by Caltrans to submit for the Request for Authorization (RFA) for the Construction (CON) phase. We assume we will support the City in preparation of the following documents, up to a total of 20 hours:

- LAPM 3-A: Project Authorization/Adjustment Request (including the construction cost estimate)
- LAPM 13-A / 13-B: Right of Way Certification
- LAPM 12-D: PS&E Checklist

For all phases, we assume providing DBE calculations will not be required.

Task 1.5 – QC/QA: Kimley-Horn will follow a structured QC/QA process that will be implemented throughout the life of the project. For each project phase, we have identified senior staff that will review deliverables for completeness, accuracy, and errors prior to submitting draft and final deliverables.

Phase 1 Deliverables: In addition to our internal senior staff's review, our partner, CSG, will perform independent reviews ahead of the 30%/GAD submittal to review overall constructability and quality of our deliverable. We assume the project management task for the PA&ED phase to occur over nine (9) months and conclude with the submittal of the Request for Authorization for the PS&E phase.

Phase 2 Deliverables: In addition to our internal senior staff's review, CSG's engineers and construction management staff will provide independent QC/QA services for the PS&E at the 60%, 90% and Final/Bid PS&E submittal stages of the Project. CSG's in-house QC/QA Implementation Plan utilizes a peer review process with multi-level internal project checking. CSG will conduct constructability reviews to determine the biddability and the buildability of the project. CSG will identify conflicts, or any changes required in the contract language to meet the intent of the contract. Constructability reviews help establish project duration, milestone dates, and other applicable construction parameters which help in developing a clear and reliable project CPM schedule. CSG will value engineer the project to assure it will be constructed as economically and efficiently as possible.

All review comments made by QC reviewers will be in writing. Comments may also be placed in the documents being reviewed, but all comments for which a response is desired will be transcribed onto the comment forms. A log to record QC measures taken during the project, including corrective actions taken, will be maintained by the project manager. We assume the project management task to occur over twelve (12) months and conclude with the submittal of the Final PS&E for advertisement. Project Management, coordination, and meetings during the construction phase are assumed to be included in Task 4 Bidding Support Services and Task 5 Design Support During Construction (DSDC) below.

PHASE 1 DELIVERABLES

- | | |
|--|--|
| ➤ Monthly invoices (PDF) | ➤ Assist with Quarterly Progress Reports, Completion Report, and Final Delivery Report |
| ➤ Meeting notes (PDF) | ➤ QC Markups (as requested, PDF) |
| ➤ Baseline Agreement and RFA documentation (PDF) | |
| ➤ Monthly schedule updates (PDF) | |

TASK 2 – PUBLIC OUTREACH AND STAKEHOLDER COORDINATION

Task 2.1 Stakeholder Coordination: Working with City staff (and TAMC staff, as necessary), Kimley-Horn will prepare a Community Engagement Strategy (CES) tailored to the community's specific needs and strategic requirements. The CES will use this scope of work as a basis, and identify the specific outreach tasks and deliverables, and include specific ways that we will reach out to the community, stakeholders, and participating public agencies (City of Seaside, TAMC and BPAC, MLK Jr. School of the Arts, and Highland Elementary School).

Subtask 2.1.1 Stakeholder Meetings: Kimley-Horn will conduct a series of meetings with affected stakeholders and community groups and business groups to inform them about the project and solicit their feedback. This scope of work assumes up to three (3) in-person meetings over the course of the project. If conditions dictate, virtual/online format meetings can be accommodated.

Subtask 2.1.2: Presentation to City's Board of Architectural Review and Planning Commission: In coordination with City staff, Kimley-Horn will prepare for and present an overview of the corridor study project to the City's Board of Architectural Review and Planning Commission combined meeting. This presentation will address the project scope and schedule, introduce the project website, and provide an overview regarding our findings regarding baseline conditions, and feedback from the stakeholder meetings. We will solicit feedback about the corridor and the plan which will be used to further identify existing corridor multimodal deficiencies, and help define specific project objectives.

Task 2.2 - Community Meetings and Coordination: As part of the community engagement, we will design and host a project website that will be accessible throughout the project, and will be a portal to acquire community feedback, particularly from citizens unable to attend the community workshops or agency presentations. The website will include the following features:

- Project overview, purpose, goals, and objectives
- All draft and final project deliverables

EXHIBIT B

Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**

- Project schedule, including community workshops and agency meetings
- Comment form to receive ideas, comments and suggestions
- Presentation materials and summary notes from the two (2) community workshops and one (1) public agency meeting
- Email sign-up

Drawing on social media channels Facebook and NextDoor, Kimley-Horn will promote all community meetings and provide a forum to discuss issues and opportunities.

Subtask 2.2.1 Community Workshop #1 – Existing Conditions and Corridor Concept: Kimley-Horn will prepare for and facilitate Community Workshop #1 – Existing Conditions and Corridor Concept “Design Charette” in coordination with City staff to provide a presentation on the existing conditions, concept improvements, and collect public feedback on issues to consider in refining project improvements. This feedback will be used during Task 6.1 Concept Refinement.

Subtask 2.2.2 Community Workshop #2 – Proposed Project: Kimley-Horn will prepare for and facilitate Community Workshop #2 – Proposed Project in coordination with City staff. The purpose of the workshop will be to provide a presentation on the selected project features that are included in the 30%/GAD which will be designed in the PS&E phase.

Task 2.3 - Project Information and Outreach Materials: The outreach materials required for the meetings and coordination tasks above are included in this task and are assumed to be the following:

- PowerPoint presentation
- Graphic poster boards
- Project website
- Meeting handouts
- Community meeting notice flyers

TASK DELIVERABLES

- Community Engagement Strategy (CES)
- Project website with interactive online project forum (hosted by Kimley-Horn)
- Facebook social media page
- Community meeting notice flyers (2)
- Public outreach materials for all community, stakeholder and local government meetings, including graphic poster boards (up to 6, 24”x36”), PowerPoint presentations, handouts, and signup and comment sheets
- Summary meeting notes for all community, stakeholder and local government meetings

TASK 3 – UTILITY COORDINATION AND FACILITY MAPPING

Mark Thomas will contact the City and utility companies who have facilities in the project limits, and obtain record drawings. Mark Thomas will prepare a utility base map in AutoCAD based on record drawings, and topographic maps.

TASK DELIVERABLE

- Utility Base Map AutoCAD file

TASK 4 – DATA COLLECTION

Task 4.1 - Topographic Survey and Right-of-Way Mapping: Whitson Engineers will provide topographic survey and right of way mapping. The following is a summary of the services being provided under this task. Please refer to the appendix for detailed scope of services.

- Record map research and right of way.
- Aerial mapping at 1”=20’ with 1’ contours on Broadway between North Fremont and General Jim Moore
- Supplemental topographic survey

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project

Task 4.2 – Geotechnical Services: All Earth Geotech Engineering will provide geotechnical services. The following is a summary of the services being provided under this task. Please refer to the appendix for detailed scope of services.

- Pavement cores – 15 total
- Laboratory testing of materials
- Deflection testing (optional)

Optional: All Earth Geotechnical Engineering will perform one day of deflection testing if pavement overlays are considered with the project and analysis would be included in the Geotechnical Report.

Task 4.3 - Field Visits: This task includes data gathering and field visits to support preliminary engineering and final design, geotechnical analysis, drainage analysis, determination and preparation of right-of-way information, and utility coordination. We assume up to three (3) field visits for this task.

TASK DELIVERABLES

- Topographic Survey and Right-of-Way AutoCAD file
- Geotechnical Report (one (1) hardcopy, PDF)

TASK 5 – CEQA Compliance – Initial Study/Mitigated Negative Declaration (IS/MND)

Project Initiation/Site Visit. Kimley-Horn environmental staff will conduct a site visit, collect relevant data, take current photographs of existing streetscape conditions and participate in a kick-off meeting.

Prepare Administrative Draft Initial Study. An environmental Initial Study will be prepared based on previous work with the City and the most recent version of Appendix G of the CEQA Guidelines. The following specific studies and/or technical memos will be prepared to support the findings of the Initial Study.

- Air Quality Assessment
- Greenhouse Gas Emissions Analysis
- Transportation Safety/Hazards/
Traffic Management
- Energy Analysis
- Noise and Vibration Analysis

We assume noise measurements are excluded from this scope of services.

Tribal Cultural Resources Consultation Assistance. It is assumed that standard construction-level conditions of approval regarding the potential to uncover cultural resources during site disturbance will be implemented. In addition, the project team will draft a notification letter for distribution to local tribal representatives. We will also contact the Native American Heritage Commission (NAHC) for a current list of tribal contracts and request a non-confidential records search of the Northwest Information Center (NWIC) at Sonoma State University. No site-specific archaeological studies are proposed.

Public Review Draft IS/MND, Mitigation Monitoring and Reporting Program, and Responses to Public/Agency Comments. The project team will respond to City review comments and edits to the Initial Study, prepare the IS/MND for public review, prepare the MMRP to document timing and responsibility of mitigation measures, and respond to public comments following the 30-day public review.

Required Notices/Electronic Document Submittal Assistance. All CEQA documents are now required to be submitted to the State Clearinghouse in electronic format. The project team will assist the City by drafting CEQA notices and submitting documents to the State on the City's behalf.

Environmental Coordination and Meeting Attendance. The team's CEQA project manager will participate in regular internal meetings, Client meetings, stakeholder/agency meetings, and hearings for ongoing strategy discussions and project consideration up to the hours budgeted, which are based on our experience with similar projects.

TASK DELIVERABLES

- Administrative Draft IS/MND (PDF)
- Written Responses to Public Comments (PDF)
- Public Review Draft IS/MND (with appendices/
technical memos) (PDF)
- Mitigation Monitoring and Reporting Program (PDF)
- Draft CEQA Notices (NOI/NOA, NOC, NOD) (PDF)

TASK 6 – PRELIMINARY ENGINEERING

Task 6.1 - Concept Refinement: Based on the City's comments and input from the first community meeting, the Consultant will refine the Broadway Avenue corridor design concept. Emphasis will be on typical street cross-sections, pedestrian and bicycle pathways, bulb-out design, roundabout design, parking, and access.

Task 6.2 - 30% Design/GAD

Subtask 6.2.1: Geometric Approval (Horizontal). Geometric Approval Drawings (GAD) will be prepared to document key design decisions, project conforms, and precise roadway dimensions based on curb design and all pavement markings. At locations where there is a roundabout, design checks will be calculated and summarized in a technical memorandum. The technical memorandum will include the following calculations:

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum.

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume $t_c=5.0$ seconds)
- Stopping Sight Distance

We assume the roundabouts will be constructed as single lane mini roundabouts.

Subtask 6.2.2: Geometric Approval (Vertical): Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. At intersections with roundabouts, a preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, driver comfort, and high center of gravity vehicles.

We assume the specifications will not be prepared at this level. We will prepare an Opinion of Probable Construction Cost (OPCC) for the 30% design improvements.

Assumed plan sheets for the 30% Design/GAD:

Title Sheet (1), Horizontal Control Plan/Typical Sections (1), Layout Plans (7), Drainage and Utility Plans (7), Signing and Striping Plans (7), Landscaping/Hardscaping Plans (7)

Total 30 sheets

Independent QC: CSG will review the 30% design/GAD plans as prepared by Kimley-Horn per the QA/QC task.

Task 6.3 - Drainage and Stormwater Analysis: Mark Thomas will prepare a drainage analysis for the project. This will include calculations for watershed areas, storm intensity, pipe velocity, pipe capacity, and gutter flow. Mark Thomas will prepare a stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and designing features for storm water quality control. The drainage and stormwater analysis will be submitted at the 30% design phase as a draft. A separate task in Phase 2 will update this analysis.

Task 6.4 - Urban Design Palate Concepts: Kimley-Horn will develop up to three (3) different conceptual improvement themes that will identify the colors, materials, textures, layout and general size of landscape and hardscape improvements that will be conveyed through a series of, but not limited to, plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions to create the preferred theme concepts which should be further developed in Final Design. Additional revisions may be provided as additional services.

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project

TASK DELIVERABLES

- 30% Design/GAD Plans (one (1) 24"x36" bond, two (2) 11"x17" bond)
- 30% OPCC
- Roundabout Performance Memorandum
- Draft Drainage and Stormwater Treatment Memo
- Draft and Final Concept Landscape and Hardscape Board (one (1) 24"x36" hardcopy board of final concept, PDF)

Phase 2 – Plans, Specifications & Estimate (PS&E)

Our scope of services for Task 1 is duplicative for Phase 1 and can be found on page 16.

TASK 2 – UTILITY COORDINATION: CSG will coordinate with various utility companies that have facilities within the project area and provide identification of and notification for all required utility relocations. Notifications will be based on the proposed improvements within the project area as shown.

TASK 3 – PS&E

Task 3.1 – 60% PS&E: Based on comments received on the 30% design and plans, the 60% design will be developed. We anticipate the plans will include the sheets below with limited details and vertical design information.

We assume the specifications will not be prepared at this level. We will prepare and OPCC for the proposed improvements.

Assumed plan sheets:

Title Sheet.....	1 sheet	Drainage Plans, Profiles, Details.....	20 sheets
Horizontal Control Plan/Key Map	2 sheets	Utility Plans.....	7 sheets
Typical Sections	3 sheets	Signing and Striping Plans.....	7 sheets
Demolition Plans	7 sheets	Streetlighting Plans	8 sheets
Layout Plans.....	9 sheets	Traffic Signal Modification Plans.....	4 sheets
Profiles.....	7 sheets	Urban Design Plans.....	4 sheets
Construction Details – Mini RABs.....	28 sheets	Landscaping and Irrigation Plans	21 sheets
Construction Details – Curb ramps.....	21 sheets	Total	153 sheets
Construction Details	4 sheets		

TASK DELIVERABLES

- 60% Plans (PDF, two (2) hardcopies, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- 60% OPCC (PDF and four (4) hardcopies, 11"x17", bond)

Task 3.2 – 90% PS&E: Based on one set of non-conflicting City review comments with only minor changes to the plans and design, Kimley-Horn and Mark Thomas will advance the design and plans to the 90% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will perform a street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting. Street light plans, specifications, and estimates will be included in the PS&E package.

We assume the project technical specifications will be prepared at this level according to Caltrans 2018 format. As part of this task, we will prepare the necessary documentation for the City to self certify the right-of-way for the project, in accordance with the Caltrans LAPM. We assume no right-of-way acquisition, appraisals, or formal temporary construction easements (TCEs) will be required for the project. We assume temporary construction access to install the sidewalks adjacent to the private properties will be through property owner coordination and letter agreements. If formal TCEs are required (appraisals, plat/legal maps, etc.), we can provide these services for additional scope and fee.

TASK DELIVERABLES

- 90% Plans (PDF, two (2) hardcopies, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- 90% OPCC (PDF, four (4) hardcopies, 11"x17", bond)
- 90% Technical Specifications (PDF, two (2) hardcopies)
- Responses to City's review comments on 60% submittal with return markups

Task 3.3 – Final/Bid PS&E: Based on one set of non-conflicting City review comments with only minor changes to the plans, Kimley-Horn and Mark Thomas will advance the design and plans to the Final/Bid design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will prepare documents for the first submittal to DSA for review and approval.

To comply with ATP Project Reporting, traffic, bicycle, and pedestrian counts must be collected no more than six (6) months in advance of the construction contract award or the beginning of the construction phase, and after construction is complete. Kimley-Horn will provide the raw count data to the City. Analysis or evaluation of the data is not included in this scope of services.

TASK DELIVERABLES

- Final/Signed Plans (PDF, one (1) hardcopy, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- Final/Signed Specifications (PDF, four (4) hardcopies with signed technical specifications)
- Final OPCC (PDF, four (4) hardcopies)
- Responses to City's review comments on 90% submittal with return markups
- Raw before and after count data (PDF)

TASK 7 – BIDDING SUPPORT SERVICES

The Kimley-Horn team will provide support to the City during the bidding phase by attending one (1) pre-bid meeting and reviewing and responding to bidders' questions and RFIs. Our scope includes up to 80 hours of Kimley-Horn staff time and up to 24 hours of Mark Thomas staff time for bidding support.

We assume the bidding support task to occur over two (2) months.

TASK 8 – DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

Task 8.1 – DSDC: Kimley-Horn team will coordinate with and provide support to the City during construction by responding to Request for Information, site visits, attending meetings, reviewing submittals, and general coordination. We assume this task to occur over 12 months. Our scope includes Kimley-Horn staff providing up to 315 hours of support and 96 hours of support from Mark Thomas staff. Effort beyond the assumed scope can be provided for additional scope and fee.

Task 8.2 – Prepare Record Drawings: Based on redline markups of the construction contract drawings provided by the Contractor and resident engineer, Kimley-Horn will prepare record drawings that reflect the actual improvements constructed in the field. The accuracy of the record drawings will be limited by the accuracy and completeness of the redlines provided to Kimley-Horn. We have assumed a total of 80 hours for Kimley-Horn staff and 36 hours for Mark Thomas staff for this task. An electronic PDF of the record drawings will be provided to the City.

7. FEE PROPOSAL

(submitted in a separate, sealed envelope)

CITY OF SEASIDE
Broadway Avenue Complete Street Corridor Improvements
Phase 1 - Project Approval and Environmental Document (PA&ED)

		Kimley-Horn and Associates, Inc.																
194.77% Overhead%	Overhead%	Name	Category/Title	Megan Ulery	Frederik Venter	Peter Meyerhoffer	Sr.	Sr.	Sr.	Professional III	Professional II	Professional I	Analyst II	Analyst I	Sr. Project Support	Project Support	Total Hours	Total Cost
				QC/QA	Project Manager	Principal-in- Charge	Professional III	Professional II	Professional I									
				\$79.78	\$123.54	\$94.31	\$107.61	\$91.38	\$83.43	\$74.22	\$64.90	\$53.53	\$43.35	\$39.40	\$54.46	\$37.19		
				\$258.66	\$400.54	\$305.77	\$348.89	\$296.27	\$270.49	\$240.63	\$210.42	\$173.55	\$140.55	\$127.74	\$176.57	\$120.58		
194.46% Overhead% w/o FCCM	Overhead% w/o FCCM	Direct Rate																
10% Fee%	Fee%	Billing Rate																
Task 1	Project Admin/Management/Coordination			35	53	5		43		57		20	15		8	8	244	\$ 66,222.41
1.1	Project Admin				8			8		12					8	8	44	\$ 10,839.19
1.2	Coordination and Meetings				30			30		25		15	15				115	\$ 31,631.49
1.3	MST Coordination				10	5		5		15							35	\$ 10,625.04
1.4	Coordination for RFA for PS&E			5	5					5							20	\$ 5,366.91
1.5	QA/QC			30													30	\$ 7,759.79
Task 2	Public Outreach				50			40		40	30	40	30				230	\$ 58,973.92
2.1	Stakeholder Coordination				20			15		15		15	5				70	\$ 19,370.28
2.2	Community Meetings and Coordination				25			20		20		20	10				95	\$ 25,627.98
2.3	Project Information and Outreach Materials				5			5		5	30	5	15				65	\$ 13,975.65
Task 3	Utility Coordination and Facility Mapping									4		4					8	\$ 1,656.74
3.1	Utility Coordination									2		2					4	\$ 828.37
3.2	Utility Facility Mapping									2		2					4	\$ 828.37
Task 4	Data Collection							10	8	14		12	8				52	\$ 11,702.51
4.1	Topographic survey and right of way mapping									2		4					6	\$ 1,175.48
4.2	Geotechnical Services							2		4							6	\$ 1,555.07
4.3	Field Visits							8	8	8		8	8				40	\$ 8,971.96
Task 5	CEQA Compliance (IS/MND)					4	98			12	89	165	130			29	527	\$ 107,432.93
5.1	Air Quality Assessment						2				20	20				1	43	\$ 8,497.73
5.2	Energy Analysis						2				15	15				1	33	\$ 6,577.89
5.3	Greenhouse Gas Emissions						2				20	20				1	43	\$ 8,497.73
5.4	Nosie and Vibration Assessment						2				30	20				1	53	\$ 10,601.90
5.5	Transportation Safety/Hazards/Traffic Management Analysis					4	2			12							18	\$ 4,808.45
5.6	Tribal Cultural Resources Consultation Assistance						2				4		20				26	\$ 4,350.40
5.7	Notices/Electronic Document Submittal Assistance						6						30			10	46	\$ 7,515.52
5.8	CEQA Initial Study/Mitigated Negative Declaration						40					70	80			15	205	\$ 39,156.70
5.9	Environmental Coordination and Meeting Attendance						40					20					60	\$ 17,426.61
Task 6	Preliminary Engineering				12			88	15	104	40	174	280	20			733	\$ 140,484.32
6.1	Concept Refinement				4			20		30		30	60				144	\$ 28,385.95
6.2	30% Design/GAD				4			60	15	40	40	100	220				479	\$ 89,753.40
6.3	Draft Drainage and Stormwater Treatment Analysis							4		4		4					12	\$ 2,841.82
6.4	Urban Design Palate Concepts				4			4		30		40		20			98	\$ 19,503.15
	TOTAL HOURS			35	115	9	98	181	23	231	159	415	463	20	8	37	1794	
	Subtotal Labor:			\$ 9,053.08	\$ 46,061.69	\$ 2,751.91	\$ 34,191.11	\$ 53,624.61	\$ 6,221.35	\$ 55,586.25	\$ 33,456.17	\$ 72,024.42	\$ 65,073.56	\$ 2,554.82	\$ 1,412.54	\$ 4,461.31		\$ 386,472.83
	Other Direct Costs																	\$ 211,532.12
	Travel/Mileage																	\$ 2,700.00
	Outside Printing																	\$ 800.00
	Geotechnical Services (All Earth Geotechnical)																	\$ 28,060.00
	CSG Consultants, Inc. (cost breakdown attached)																	\$ 9,229.99
	Mark Thomas & Company, Inc. (cost breakdown attached)																	\$ 113,842.13
	Whitson Engineers																	\$ 56,900.00
	TOTAL COST:																	\$ 598,004.95

Kimley-Horn's rates are valid from 3/1/2022 through 6/30/2023, after which time they will escalate yearly on 7/1 beginning 7/1/2023. Unnamed staff will bill to the classification they are in at the time of billing.

CITY OF SEASIDE
Broadway Avenue Complete Street Corridor Improvements
Phase 1 - Project Approval and Environmental Document (PA&ED)

		CSG Consulting, Inc.			Total Hours	Total Costs
		Senior Principal Engineer	Principal Engineer	Senior Project Manager		
148.09%	Overhead %					
10%	Fee%					
Name	Category/Title	Direct Rate	Billing Rate			
		\$95.25	\$87.95	\$82.45		
		\$259.94	\$240.01	\$225.01		
Task 1	Project Admin/Management/Coordination					
Task 2	Public Outreach					
Task 3	Utility Coordination and Facility Mapping					
Task 4	Data Collection					
Task 5	CEQA (IS/MND)					
Task 6	Preliminary Engineering	4	6	30	40	\$ 9,229.99
6.1	Concept Refinement					
6.2	30% Design/GAD	4	6	30	40	\$ 9,229.99
6.3	Drainage and Stormwater Treatment Analysis					
6.4	Urban Design Palate Concepts					
	TOTAL HOURS	4	6	30	40	
	Subtotal Labor:	\$ 1,039.75	\$ 1,440.09	\$ 6,750.16		\$ 9,229.99
	Other Direct Costs					
	TOTAL COST:					\$ 9,229.99

CSG's rates are valid through 12/31/2022, after which time they will escalate yearly on 1/1 beginning 1/1/2023. Current escalation calculation is 5%.
 Unnamed staff will bill to the classification they are in at the time of billing.

CITY OF SEASIDE
Broadway Avenue Complete Street Corridor Improvements
Phase 1 - Project Approval and Environmental Document (PA&ED)

		MARK THOMAS & COMPANY, INC.							
		Name	Shawn O'Keefe	Joe Streeper	Various	Various	Various		
151.93%	Overhead %	Category/Title	PIC	PM	PE	DE II	Sr. PC		
10%	Fee%	Direct Rate	\$145.00	\$68.50	\$52.50	\$43.50	\$46.00	Total Hours	Total Costs
		Billing Rate	\$401.83	\$189.83	\$145.49	\$120.55	\$127.48		
Task 1	Project Admin/Management/Coordination		4	72			24	100	\$ 18,334.46
1.1	Project Admin		4	20			24	48	\$ 8,463.34
1.2	Coordination and Meetings			12				12	\$ 2,277.95
1.3	MST Coordination								
1.4	Coordination for RFA for PS&E								
1.5	QA/QC			40				40	\$ 7,593.17
Task 2	Public Outreach								
Task 3	Utility Coordination and Facility Mapping		0	32	60	80		172	\$ 24,447.79
3.1	Utility Coordination			16				16	\$ 3,037.27
3.2	Utility Facility Mapping			16	60	80		156	\$ 21,410.52
Task 4	Data Collection			8	8			16	\$ 2,682.55
4.1	Topographic survey and right of way mapping								
4.2	Geotechnical Services								
4.3	Field Visits			8	8			16	\$ 2,682.55
Task 5	CEQA (IS/MND)								
Task 6	Preliminary Engineering		4	56	180	240	8	488	\$ 68,377.33
6.1	Concept Refinement								
6.2	30% Design/GAD		2	16	80	120		218	\$ 29,945.91
6.3	Drainage and Stormwater Treatment Analysis		2	40	100	120	8	270	\$ 38,431.42
6.4	Urban Design Palate Concepts								
	TOTAL HOURS		8	168	248	320	32	776	
	Subtotal Labor:		\$ 3,214.63	\$ 31,891.31	\$ 36,081.41	\$ 38,575.52	\$ 4,079.25		\$ 113,842.13
	Other Direct Costs								
	TOTAL COST:								\$ 113,842.13

Mark Thomas' rates are valid through 12/31/2022, after which time they will escalate yearly on 1/1 beginning 1/1/2023. Current escalation calculation is 5%. Unnamed staff will bill to the classification they are in at the time of billing. Please note that the rates shown are for estimating purposes only. Full rate schedules can be available upon request.

Appendix – Staff Resumes



Frederik Venter, P.E.

Project Manager

Frederik has 30 years of experience as a transportation planner, civil engineer, and traffic engineer. He has been involved in several major transportation and traffic engineering studies throughout the United States. He has extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the areas, as well as development impact studies. Frederik manages transportation planning survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and concept design. He has performed strategic planning of roads-related infrastructure remaining cognizant of applicable Caltrans standards, fiscal and socioeconomic constraints, and community needs. His experience includes traffic calming projects, working with communities to implement traffic calming procedures, which have included traffic calming system management and detail planning, micro-simulation, travel demand modeling, pedestrian and bike facility planning, and concept design.

Relevant Experience

- **City of Seaside, Intersection Control Evaluation, Seaside, CA** – Project Engineer
- **City of Seaside, CSU Monterey Bay Master Plan Update, Seaside, CA** – Project Manager
- **City of Marina, Imjin Parkway Corridor Concept Design, Marina, CA** – QC/QA Engineer
- **City of Marina, Imjin Parkway/SR 1 Traffic Signal Design at Ramps, Marina, CA** – Deputy Project Manager
- **City of Monterey, North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** – QC/QA Reviewer
- **TAMC, Marina-Salinas Multimodal Corridor Plan, Monterey County, CA** – Project Engineer
- **City of Monterey, Casa Verde Rec Trail Crossing Study Project, Monterey, CA** – Project Manager
- **TAMC, Monterey Bay Aquarium Transportation Demand Management Plan, Monterey, CA** –Project Manager
- **Monterey Institute of International Studies, Master Plan Update: Parking, Traffic and TDM Plan, Monterey, CA** – Project Manager
- **City of Burlingame, Carolan Avenue Complete Street, Burlingame, CA** – Principal-in-Charge
- **TAMC, Canyon Del Rey Blvd (SR 218) Corridor Study, Salinas, CA** – Project Manager

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria, South Africa
- Bachelor of Science, Transportation Engineering, University of Pretoria, South Africa
- Bachelor of Science, Civil Engineering, University of Pretoria, South Africa
- Professional Engineer in California #64621

Professional References

1. Andrew Easterling, Traffic Engineer, City of Salinas, 831.758.7196
2. Andrea Renny, Traffic Engineer, City of Monterey, 831.646.3921

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Peter Meyerhofer, P.E.

Principal-in-Charge

Peter has more than 19 years of engineering experience in California and Nevada, primarily focused on planning and design for transportation facilities, including municipal, roadway, and transit facilities. He has specialized experience in site civil design, construction phasing, complete streets planning and design, agency/stakeholder coordination, utility design, multimodal design and circulation, and construction cost estimating. Peter's extensive experience with design and programming of various types of roadway and transit facilities gives him a strong understanding of the needs and requirements for multifaceted projects. His background managing complex projects dealing with large operational transit networks, life cycle costs, logistics, obtaining consensus of stakeholders, preparation of construction documents, and construction phasing will all be important for this contract.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Arizona
- Professional Engineer in California #68778 and Nevada #018093

Professional References

1. Ven Prasad, Engineering Group Manager, Santa Clara VTA, 408.321.5647
2. Jaime Tuddao, Senior Traffic Safety Engineer, Nevada DOT, 775.888.7467

Relevant Experience

- **EBRPD, Martinez-San Francisco Bay Trail Project Phase II, Martinez, CA** – Project Manager
- **Mountain View Transit Center Grade Separation and Access Project, Mountain View, CA**
– Project Engineer
- **Napa Valley Transportation Authority, Imola Avenue and State Route 29 Express Bus Improvements, Napa, CA** – Principal-in-Charge
- **Foothill Transit, Planning and Design Services for West Covina Transit Center, West Covina, CA**
– Project Manager
- **Vine Trail Coalition, Napa Valley Vine Trail, Calistoga to St. Helena, CA** – Project Manager
- **LA Metro, Willowbrook/Rosa Parks Station Improvement Project Design and Engineering Services, Los Angeles, CA** – Project Manager
- **MST, SURF! Bus Rapid Transit Phase II, Monterey, CA** – Project Manager
- **City of Thousand Oaks, Transportation Center, Bus Parking Expansion (CI 5269), Thousand Oaks, CA**
– Project Engineer
- **MST, SURF! BRT Capital Investment Grant Support, Monterey, CA** – Project Engineer
- **Metropolitan Transit System (MTS), Bus Station Improvements at 12th and Imperial Transit Center, San Diego, CA** – Project Manager
- **San Mateo County Transit District (SamTrans), Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA** – Project Engineer

EXHIBIT B

Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**



Megan Ulery, P.E., LEED AP

QC/QA

Megan has over 17 years of land development and capital improvement project experience. She routinely provides project management and civil engineering services for both municipalities and private developers. Megan is well-versed in mass grading, rough grading, precise grading, street improvements, bikeway design, ADA compliance, park design, sewer and water design, storm drain system design, hydrology, and hydraulics.

Relevant Experience

- **SANDAG, North Park Mid-City Bikeways: Georgia/Meade and Landis Corridors, San Diego, CA** – Project Manager
- **SANDAG, Uptown Bikeways: 4th and 5th Avenues, San Diego, CA** – Project Manager
- **SANDAG, Howard Bikeway, San Diego, CA** – Project Manager
- **SANDAG, Robinson Bikeway, San Diego, CA** – Project Manager
- **SANDAG, Border to Bayshore Bikeway, San Diego, CA** – Project Engineer
- **County of San Diego, Various FY 2020-21 Pedestrian Ramps, San Diego County, CA** – Project Manager
- **County of San Diego, Gillespie Field El Cajon Air Center Expansion, El Cajon, CA** – Project Engineer
- **San Diego County Regional Airport Authority (SDCRAA), New Terminal 1 Off-Airport Roadway Improvements, San Diego, CA** – Project Manager
- **San Diego Regional Airport Authority, Sassafras Street Improvements, San Diego, CA** – Project Manager
- **City of Salinas, Main Street Complete Streets Project, Salinas, CA** – Project Engineer
- **San Diego, Mira Mesa Community Park Phase II Improvements, San Diego, CA** – Project Engineer
- **City of San Diego, City Heights Aquatic Center and ADA Upgrades, San Diego, CA** – Project Engineer
- **City of Oceanside, El Corazon Aquatic Center, Oceanside, CA** – Project Engineer
- **City of Escondido, Washington Park Skate Spot, Escondido, CA** – Project Engineer
- **City of San Diego, J Street Mini-Park, San Diego, CA** – Project Engineer
- **San Diego Unified School District, Marston Middle School Modernization & Joint Use Field, San Diego, CA** – Project Engineer
- **City of San Diego, Father Joe's Homeless Shelter Relocation, San Diego, CA** – Project Engineer
- **Meridian Development, Millenia Park, Chula Vista, CA** – Project Engineer
- **City of El Centro, Plank Park, El Centro, CA** – Project Engineer

Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, University of Iowa
- Professional Engineer in California #73385
- LEED Accredited Professional

Professional References

1. Chris Kluth, ATP Manager, SANDAG, 619.699.1952
2. Chris George, CIP Program Manager, SDCRAA, 619.400.2227

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



David Seto, P.E.

QC/QA; Independent Plan Review

David is a senior engineer with experience in the design and project delivery of transportation projects with focus on roundabouts, complete street, intersection, and bicycle and pedestrian improvements. David has served as a project engineer for multiple transportation projects with his responsibilities including the preparation of plans, specifications, and estimate for streetscape improvements, roadway intersection and grade separations, roundabouts, traffic signals, lighting, and stage construction projects. He is knowledgeable of and has prepared designs to Caltrans, Counties, and City standards. He is proficient in the use of MicroStation and AutoCad Civil 3D.

Relevant Experience

- **City of Marina, Beach and Reservation Road Roundabouts, Marina, CA** – Project Engineer
- **City of Stockton, Safe Routes to School Priority Project, Stockton, CA** – Project Engineer
- **City of Redwood City, Neighborhood Street Enhancement Project, Redwood City, CA** – Project Engineer
- **City of Sunnyvale, Fair Oaks Avenue Bikeway and Streetscape Phase 2, Sunnyvale, CA** – Project Engineer
- **City of Sunnyvale, Fair Oaks Avenue Bikeway and Streetscape Phase 1, Sunnyvale, CA** – Project Engineer
- **City of San Mateo, 2016 Street Reconstruction at Various Locations, San Mateo, CA** – Design Engineer
- **City of Sunnyvale Mary Avenue Bike Lane, Sunnyvale, CA** – Design Engineer
- **City of Orinda, Measure J and L & Annual Pavement Rehabilitation 2016, Orinda, CA** – Design Engineer
- **City of Orinda, Ivy Drive Pavement Rehabilitation, Orinda, CA** – Design Engineer
- **County of Contra Costa, SR4 Widening Stage Construction and Traffic Handling Plans, Contra Costa County, CA** – Design Engineer
- **City of Redwood City, El Camino Real - Grand Boulevard Streetscape, Redwood City, CA** – Design Engineer
- **City of Fremont, Washington Boulevard Grade Separation, Fremont, CA Roadway**
– Design and Cost Estimates

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Engineer in California #78138

Professional References

1. Nathan Scribner, Assistant City Engineer, City of Sunnyvale, 408.734.2783
2. Travis Pazin, Assistant Engineer, City of Stockton, 209.937.5654

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Sean Houck, P.E.

*Phase 1 – PA&ED and Phase 2 – PS&E:
Deputy Project Manager/Task Lead*

Sean is a principal engineer with 24 years of success in the development and delivery of transportation projects for state and local agencies throughout California. His experience includes the preparation of feasibility studies, intersection control evaluations, project initiation documents, project assessment and environmental documents, construction documents, and construction administration and support. Project experience includes the planning and design of urban highway interchanges, urban arterials and collectors, road diet and complete street projects, conventional highways, as well as rail and transit facilities. In addition to traditional civil roadway design, Sean has experience in the planning and design of over 200 mini-, single-lane, and multi-lane roundabouts.

Relevant Experience

- **City of Seaside, Intersection Control Evaluation, Seaside, CA**
– Project Engineer
- **City of Seaside, Broadway ATP Grant Services, Seaside, CA** – Project Manager
- **City of Salinas, Bardin Road Safe Route to School Enhancement (Improvements), Salinas, CA**
– Project Engineer, Project Manager
- **City of Salinas, Boronda Road Corridor Widening, Salinas, CA** – Project Manager
- **SANDAG, North Park Mid-City Bikeways: Georgia/Meade and Landis Corridors, San Diego, CA**
– Project Engineer
- **City of Kissimmee, Lakeview Drive Mini Roundabouts, Kissimmee, FL** – Project Engineer
- **City of Carson City, South Carson Street and Stewart Street Roundabout, Carson City, NV**
– Project Engineer
- **City of Henderson, Greenway Road/Heather Drive Complete Street and Roundabouts, Henderson, NV**
– Project Engineer
- **City of Marina, Imjin Parkway Widening Project, Marina, CA** – Project Engineer
- **City of Burlingame, California Drive Roundabout Project, Burlingame, CA** – Project Engineer
- **City of Redwood City, Mini Roundabout Project, Redwood City, CA** – Project Manager
- **City of San Juan Bautista, San Juan Highway and Lavagnino Drive Roundabout Peer Review, San Juan Bautista, CA** – Project Manager
- **City of King City, PID and Roundabout Design for U.S.101 and NB Ramp Terminal (Broadway Street and San Antonio Drive), King City, CA** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering, California State University, Long Beach
- Bachelor of Science, Civil Engineering, California State University, Long Beach
- Professional Engineer in California #C59500
- American Society of Civil Engineers (ASCE), Member
- Institute of Transportation Engineers (ITE), Member

Professional References

1. Chris Kluth, ATP Manager, SANDAG, 619.699.1952
2. Octavio Hurtado, City Engineer, City of King City, 831.385.3281

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Daniel Carley, P.E.

Phase 1 – PA&ED: Preliminary Engineering; Utility Coordination; Stakeholder/Agency Coordination

Phase 2 – PS&E: Final Design; Utility Coordination; Stakeholder/Agency Coordination

Daniel is a professional engineer with more than 16 years of experience, specializing in both municipal and in state roadway design projects. He has been involved with and managed many different types of projects, from planning to preliminary engineering to final PS&E for intersection improvements, complete streets, roundabouts, roadway modifications, BRT systems, and freeway interchanges. With these different types of projects, Daniel has been responsible for developing design alternatives, estimates of probable cost, specifications, and final construction plans. Daniel is also up-to-date with the latest applicable design standards and guidelines, including ADA guidelines, Caltrans' HDM and Standard Plans, AASHTO design guidelines, and the California MUTCD. Daniel has experience delivering projects as outlined in the Caltrans Local Assistance Procedures Manual (LAPM).

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State, San Luis Obispo
- Professional Engineer in California #76304

Professional References

1. Andrea Renny, City Traffic Engineer, City of Monterey, 831.646.3921
2. Brian McMinn, Director of Public Works/City Engineer, City of Marina, 831.884.1212

Relevant Experience

- **City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA** – Project Engineer
- **City of Marina, Imjin Parkway Widening Project, Marina, CA** – Project Manager
- **City of Monterey, North Fremont Street Sidewalk Gap Closure, Monterey, CA** – Project Engineer
- **City of Salinas, Bardin Road Safe Routes to School Enhancements, Salinas, CA** – Project Engineer
- **City of Santa Cruz, Beach Area, Wharf, and Depot Park Roundabouts and Traffic Signal Feasibility Study and Design, Santa Cruz, CA** – Project Engineer
- **City of Burlingame, California Drive Roundabout Project, Burlingame, CA** – Project Manager
- **City of Burlingame, Carolan Avenue Complete Streets, Burlingame, CA** – Project Engineer
- **City of Sonoma, Stockton/Washington Downtown Corridor Transit and Pedestrian Improvements (PEER Project), Sonoma, CA** – Project Manager
- **City of Lincoln, Engineering Design Services on the East Joiner Parkway Widening Project, Lincoln, CA** – Project Engineer
- **City of Sunnyvale, Maude Avenue Bikeways and Streetscape, Sunnyvale, CA** – Project Manager
- **County of Santa Clara, Manila Avenue Bikeway, Santa Clara County, CA** – Project Engineer
- **City of Monterey, Citywide ADA Upgrades, Package 3, Monterey, CA** – Project Manager
- **City of Watsonville, Freedom Boulevard Planline Study, Watsonville, CA** – Project Manager

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Mark Lenters, P.E.

Phase 1 – PA&ED and

Phase 2 – PS&E: Mini Roundabouts Key Staff

Mark has more than 30 years of experience in traffic safety and engineering. He is a leader in applying FHWA's Positive Guidance Assessment procedures, emphasizing driver expectation and human factors to hazard assessment and mitigation. Mark's work in road safety applies comprehensive skills, technology, cost/benefit analyses, education, and enforcement countermeasures to safety and capacity deficiencies, traffic control, pavement markings, and speed management. He also provides on-call design review and standards for numerous DOTs as well as national, state, and local agencies.

Relevant Experience

- **City of Aurora, East Alexander Drive and South Du Gaulle Street Roundabout Design and Support Services, Aurora, CO**
– Project Manager
- **City of Aurora, Exposition Avenue at Oswego Court Roundabout Design and Support Services, Aurora, CO** – Project Manager
- **Colorado Department of Transportation (CDOT), SH 6 and Post Boulevard Roundabout Evaluation, Avon, CO** – Project Manager
- **Town of Superior, 88th Avenue and Promenade Roundabout Study, Superior, CO** – Project Engineer
- **N Decatur Road Traffic Calming/E Rock Springs Roundabout, Druid Hills, GA** – Project Engineer
- **La Vergne Blair Road West, La Vergne, TN** – Project Engineer
- **City of Aspen, Castle Creek and Maroon Creek Road Traffic Improvements, Aspen, CO** – Project Manager
- **Town of Castle Rock, Wolfensberger Road and Wilcox Street Intersection Control Evaluation (ICE), Castle Rock, CO** – Project Engineer
- **Road Safety Analysis: Roswell Road and Abernathy Road, Sandy Springs, GA** – Project Engineer
- **Blount-Person Streets Two-Way Conversion, Raleigh, NC** – Project Planner
- **Project Rowen Civil for Phase I Roadway and Utilities, GA** – Project Engineer
- **Georgia Department of Transportation (GDOT), Roundabout On-Call, Statewide, GA** – Project Manager
- **Henry County, On-Call Engineering Design Services for Transportation Projects, Henry County, GA**
– Project Engineer
- **CDOT, Region 3 2021 Roundabout Concepts On-call, Grand Junction, CO** – Project Manager

Professional Credentials

- Certificate, Traffic Operations, Northwestern University
- Certificate, Transportation, Northwestern University
- Bachelor of Engineering, Transportation and Highway Engineering, Lakehead University
- Associate, Civil Engineering Technology, Mohawk College
- Professional Engineer in Georgia, Arizona, Colorado, Texas, Vermont, and Wisconsin
- Institute of Transportation Engineers (ITE)

Professional References

1. Mark Bunnell, Project Manager, Colorado DOT, 970.683.6276
2. Chris Raymond, Project Manager, Georgia DOT, 404.635.2809

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Hal Williams, P.E.

*Phase 1 – PA&ED and Phase 2 – PS&E: Utility
Coordination and Independent Plan Review*

Hal is a transportation project manager with over 20 years of experience in delivering large scale transportation projects including, complete street, safe route to schools, and bike and pedestrian improvements. He has managed projects ranging in size from \$100,000 to over \$350 million in construction value. Hal has extensive experience in managing staff, both technical and administrative, as well as managing a various tasks including utility and stakeholder's coordination, project funding's, design submittals, and quality assurance/quality control and constructability reviews.

Relevant Experience

- **Town of Colma, Mission Road Bicycle and Pedestrian Improvements, Colma, CA** – City Project Liaison
- **City of Belmont, Ralston Avenue Corridor Improvements, Phase 3 and 4, Belmont, CA** – Project Manager
- **City of Hayward, Safe Routes for Seniors, Hayward, CA** – Project Manager
- **City of San Pablo, Rumrill Boulevard Complete Streets Project, San Pablo, CA** – Project Manager
- **City of Santa Clara, Santa Clara School Access Improvements, Santa Clara, CA** – Project Manager
- **City of Richmond, Yellow Brick Road, Richmond, CA** – Project Manager
- **BATA/MTC, Gateway Park, Oakland, CA** – Deputy Project Manager
- **BATA/MTC, San Francisco Oakland Bay Bridge West Span Bike Lane PSR-PDS, Oakland, CA**
– Deputy Project Manager
- **Caltrans, Fremont and Union City, I-880 to State Route 238 East-West Connector, Fremont and Union City, CA** – Civil Lead
- **Port of Oakland, Middle Harbor Shoreline Park Public Access Feasibility Study, Oakland, CA**
– Design Engineer
- **Port of Oakland, Langley Street Widening and Doolittle Drive Widening, Oakland, CA** – Design Engineer
- **City of Union City, Boulevard Roadway Modification Design I City of Union City, CA** – Civil Engineer
- **County of Alameda, Alamo Canal Trail I-580 BART Undercrossing, Alameda County, CA** – Design Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, North Carolina State University
- Professional Engineer in California #70058

Professional References

1. Brad Donohue, Public Works Director, Town of Colma, 650. 757.8895
2. Ayeh Khajouei, Associate Transportation Planner, City of Hayward, 510.583.4791

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Joe Streeper, P.E., QSD

Phase 1 – PA&ED: Drainage/Stormwater

Phase 1 – PA&ED and Phase 2 – PS&E:

Utility Coordination QC/QA

Joe has 28 years of experience working in the civil engineering industry, specializing in the design of transportation and public works projects. His areas of expertise include road and highway facilities, storm drain and sanitary sewer systems, water resources engineering, airfield and airport infrastructure, piping and pipelines, earthwork, and public improvement projects. He is also experienced in erosion control, pavement design, project management, construction management, digital terrain modeling, environmental issues, and preparation of studies and reports.

Relevant Experience

- **Google, Charleston Corridor Phases 2 and 3, Mountain View, CA**
– Senior Project Engineer
- **City of Palo Alto, Charleston-Arastradero Corridor Improvements, Palo Alto, CA** – Senior Project Engineer
- **City of Sunnyvale, Java Road Diet, Sunnyvale, CA** – Project Manager
- **City of Fremont, Decoto Road Corridor Improvements, Fremont, CA** – Senior Project Engineer
- **City of Mill Valley, E. Blithedale Avenue Improvements, Mill Valley, CA** – QC/QA Reviewer
- **City of Morgan Hill, Hale Avenue Extension Project, Morgan Hill, CA** – Senior Project Engineer
- **Town of Atherton, Middlefield Road Class II Bicycle Lanes Improvements, Atherton, CA**
– Senior Project Engineer
- **City of Lathrop, Lathrop Road Widening, Lathrop, CA** – Senior Project Engineer
- **City of South San Francisco, El Camino Real Grand Boulevard Initiative Improvements, South San Francisco, CA** – Senior Project Engineer
- **City of South San Francisco, El Camino Real Grand Boulevard Initiative - Arroyo Drive to Chestnut Avenue, South San Francisco, CA** – Senior Project Engineer
- **City of Half Moon Bay, SR 1/North Main Street to Spindrift Way Intersection Improvements, Half Moon Bay, CA** – Senior Project Engineer
- **City of Santa Clara, Saratoga Creek Undercrossings, Bridges and Trail Extension at Central Park To Homeridge Park Project, Santa Clara, CA** – Senior Project Engineer
- **City of Milpitas, Main Street Resurfacing, Milpitas, CA** – Senior Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in California #C64445
- Qualified Stormwater Developer in California #64445

Professional References

1. Angela Obeso, Principal Transportation Engineer, City of Sunnyvale, 408.730.7557,
2. Holly Boyd, Assistant Director of Public Works, City of Palo Alto, 650.329.2612

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Randall Kopff, PLA CLARB

Phase 1 – PA&ED: Urban Design Task Lead

Phase 2 – PS&E: Landscape Architecture Task Lead

Randall's 21 years of professional experience have encompassed a wide variety of landscape architectural, planning, and graphic services on projects throughout the U.S. His skills include site inventory/analysis, master planning, design development, graphic presentations, 3-D modeling, project management, and detailed technical drawings. Randall utilizes his diverse project background to work closely with individual clients to interpret public input and ensure that the proper vision has been achieved throughout the planning and design implementation processes.

Relevant Experience

- **City of Salinas, Main Street Complete Streets Project, Salinas, CA**
– Project Manager
- **City of Salinas, Bardin Road Safe Route to School Enhancement (Improvements), Salinas, CA** – Landscape Architect
- **City of Salinas, Downtown Vibrancy Plan, Salinas, CA** – Landscape Architect
- **SANDAG, North Park Mid-City Bikeways: Georgia/Meade and Landis Corridors, San Diego, CA**
– Landscape Architect
- **City of Marina, Imjin Parkway Widening Project, Marina, CA** – Landscape Architect
- **City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA** – Landscape Architect
- **City of Burlingame, California Drive Roundabout Project, Burlingame, CA** – Landscape Architect
- **City of El Monte, Ramona Boulevard at Valley Boulevard Intersection Improvement Project, El Monte, CA**
– Landscape Architect
- **City of Lincoln, Engineering Design Services on the East Joiner Parkway Widening Project, Lincoln, CA**
– Landscape Architect
- **City of National City Signage and Wayfinding Plan, National City, CA** – Project Manager
- **City of Sonoma - Stockton, Washington Downtown Transit & Accessibility Project, Sonoma, CA**
– Landscape Architect
- **SANDAG, Uptown Bikeway: 4th & 5th Avenues, San Diego, CA** – Landscape Architect
- **NVTA, Vine Trail Coalition, Napa Valley Vine Trail, Calistoga to St. Helena, CA** – Landscape Architect

Professional Credentials

- Bachelor of Science, Landscape Architecture, Ohio State University
- Professional Landscape Architect in California #6633
- Council of Landscape Architectural Registration Boards #40708
- California Park and Recreation Society, Member

Professional References

1. Patrick Fung, Assistant Engineer, City of Salinas, 831.758.7186
2. Danny Veeh, Senior Planner, SANDAG 619.699.7317

EXHIBIT B

Proposal for Design Professional Services for the **Broadway Avenue Complete Street Corridor Improvements Project**



Tad Stearn

Phase 1 – PA&ED and

Phase 2 – PS&E: Environmental Task Lead

Tad has more than 30 years of professional experience in municipal planning, environmental review, policy planning, and organizational management. His hands-on project experience includes the preparation of over 100 CEQA/NEPA compliance documents, review and processing of current planning applications, advanced planning projects (general plans, general plan amendments, specific plans, LCPs, and area/community plans), and visual impact analyses. He has expertise in both rural and urban communities, with a unique background in annexations, farmland conversion, urban growth limits and local LAFCO procedures. Tad has prepared and managed the environmental review documents for dozens of residential subdivisions in urban infill, redevelopment, green field, and hillside environments. He is a writer, analyst, public speaker, and very familiar with the legal and political challenges associated with controversial projects.

Relevant Experience

- **City of Seaside, LCP Update, Seaside, CA** – Program Manager
- **MST, SURF! Bus Rapid Transit Phase II, Monterey, CA** – Environmental Planner
- **City of Hollister, San Benito River Park Trail, Hollister, CA** – Environmental Planner
- **City of Pacific Grove, American Tin Cannery Hotel and Commercial Project EIR, Pacific Grove, CA**
– Project Manager
- **GBN Partners, Vineyards at Deer Creek Specific Plan and EIR, Brentwood, CA** – Environmental Planner
- **Ocean View Plaza EIR, Monterey, CA** – Program Manager
- **Ferrini Ranch Subdivision, Monterey County Resource Management Agency, Monterey County, CA**
– Program Manager
- **Fort Ord Reuse Authority, CEQA/NEPA Permitting for Emergency Storm Water Outfall Removal, Fort Ord, Marina, CA** – Assistant Executive Director
- **County of Monterey, USDA APHIS-Wildlife Services IWDM Program EIR, Monterey County, CA**
– Program Manager

Professional Credentials

- Bachelor of Arts, Environmental Studies, University of California, Santa Cruz

Professional References

1. Christina McGinnis, Project Manager, County of Monterey, 831.759.7325
2. Carl Holm, Director, Monterey County Resource Management Agency, 831.755.5025

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Joseph Clayton

Phase 1 – PA&ED and

Phase 2 – PS&E: Public Outreach Task Lead

Joe brings over eight years of experience in public and private sector projects in California, the Midwest, and Australia. He has a strong foundation in the nuances of infrastructure planning and policy and the nexus of agencies, elected officials, stakeholders, and the community. Joe is skilled in engaging diverse communities and stakeholders through targeted outreach strategies and campaigning. His diverse project background includes communications, marketing and stakeholder relations for the transport, energy, water, planning, public health, environment and sustainability, mining, disaster response, and construction sectors. Joe is currently leading Kimley-Horn's public involvement effort for VTA's BART Silicon Valley (BSV) Phase II Project.

Professional Credentials

- Master, International Business and Law, University of Sydney
- Bachelor, Economics and Social Sciences, University of Sydney

Professional References

1. Carter Mau, Assistant General Manager, SamTrans, 650.622.7874
2. John Raaymakers, Public Works Project Manager, City of Cupertino, 408.777.3354

Relevant Experience

- **Santa Clara VTA, BART Silicon Valley Phase II Extension, Transit Oriented Communities/Station Access Strategies, Santa Clara County, CA** – Public Involvement Specialist
- **San Mateo County Transit District (SamTrans), Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA** – Project Planner
- **Clark County Department of Aviation, Henderson Executive Airport Master Plan Update, Henderson, NV** – Project Planner
- **Port San Antonio, Environmental Assessment for Kelly Field Alternative Landing Surface, San Antonio, TX** – Project Planner
- **City of Cupertino, Bollinger Road Corridor Safety Study, Cupertino, CA** – Public Involvement Lead
- **City of Concord, Pine Hollow Road Complete Streets Study, Concord, CA** – Public Involvement Lead
- **Los Angeles County Department of Health, Aliso Canyon Disaster Health Research Study, Los Angeles, CA** – Public Outreach Lead*
- **Metropolitan Water District of Southern California, Climate Action Plan (CAP), Los Angeles, CA** – Public Outreach Lead*
- **Santa Clara Valley Water District, Rinconada Water Treatment Plan Reliability Improvement Project, Santa Clara, CA** – Public Involvement Lead*
- **California High-Speed Rail Authority, Connected Corridors Study Report, Los Angeles, CA** – Public Involvement Lead*
- **City of South Pasadena, Water Discoloration, South Pasadena, CA** – Public Involvement Lead*

* = Completed prior to joining Kimley-Horn

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Richard Weber, P.E., QSD

*Phase 1 – PA&ED: Surveying/Right-of-Way
Mapping*

Richard has over 30 years of experience in civil engineering as a Project Manager, Civil Engineer and Land Surveyor for both public and private institutional clients. Some of Richard's areas of expertise include land surveying, Geographic Information Systems (GIS), storm water management, road and highway design, site planning and design for institutional and campus environments, and Low Impact Development (LID).

Relevant Experience

- **City of Seaside, On-Call City Surveyor Services 2016-2021, Seaside, CA** – Principal-in-Charge
- **City of Seaside, Canyon Del Rey (State Route 218) Official Plan Line Map, Seaside, CA** – Principal-in-Charge
- **City of Seaside, Citywide Traffic Signal and Pedestrian Accessibility Improvements, Seaside, CA** – Principal-in-Charge (*as subconsultant*)
- **City of Monterey and Transportation Agency for Monterey County, Holman Highway 68 Roundabout, Monterey, CA** – Principal-in-Charge (*as subconsultant*)
- **City of Monterey, North Fremont Street Transit, Bicycle, and Pedestrian Network Improvements, Monterey, CA** – Principal-in-Charge (*as subconsultant*)
- **City of Monterey, Del Monte Avenue/Pacific Street, Monterey, CA** – Principal-in-Charge
- **City of Marina, Imjin Parkway Widening, Marina, CA** – Principal-in-Charge (*as subconsultant*)
- **Monterey County, State Route 1 Climbing Lane, Carmel, CA** – Principal-in-Charge
- **City of Monterey, State Route 68/Ragsdale Drive, Monterey, CA** – Principal-in-Charge
- **City of Monterey, Mark Thomas Drive Sidewalk and Class 2 Bike Lanes, Monterey, CA** – Principal-in-Charge
- **Transportation Agency of Monterey County, Carmel Hill and River Bike Trail, Carmel, CA** – Principal-in-Charge
- **Monterey County Public Works, On-Call Surveying Services, Monterey County, CA** – Principal-in-Charge
- **City of Hollister, Hollister Pavement Rehabilitation On-Call Surveying Services, Hollister, CA** – Principal-in-Charge (*as subconsultant*)

Professional Credentials

- Bachelor of Science, Civil Engineering, Santa Clara University
- Professional Engineer in California #55219
- Licensed Land Surveyor in California #8002
- Qualified SWPPP Developer/Preparer in California #20534

Professional References

1. Thomas Korman, Senior Engineer/
City Surveyor, City of Monterey, 831.646.3475
2. Mike Niccum, General Manager, Pebble Beach Community Services District, 831.647.5604

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Philip Edwards, P.E.

Phase 1 – PA&ED: Geotechnical Engineering

As a civil engineer practicing Geotechnical and Pavement Engineering, Philip's responsibilities will encompass foundation design, pavement design, utility excavations and/or trenchless options, embankment and soil stabilization, and general grading requirements. Philip has extensive experience in non-destructive pavement testing, Caltrans testing requirements, and recycled pavement rehabilitation options including FDR and CIR. Philip works closely with local contractors and suppliers to recommend products that are cost effective and locally sourced. Philip uses his practical and technical knowledge to develop an understanding of clients' needs to offer solutions within budget while using the leading-edge in methods and materials.

Relevant Experience

- **City of Watsonville, Airport Boulevard Pavement Rehabilitation, Watsonville, CA** – QC Manager
- **City of Marina, Flower Circle Pavement Rehabilitation, Marina, CA** – Pavement Design Engineer
- **City of Capitola, Brommer Street Complete Streets Rehabilitation, Capitola, CA** – Pavement Design Engineer and QA Manager
- **City of Marina, New Road for Del Monte Boulevard Extension & Patton Parkway, Marina, CA** – Pavement Design Engineer
- **Alameda County Public Works Agency, Mission Boulevard Improvement Project, Alameda County, CA** – Pavement Design Engineer
- **City of Seaside, 8th Street & Inter-Garrison Roundabout, Seaside, CA** – Pavement Engineer and QC Manager
- **UCSC, Pavement Engineer for Multiple Street: Red Hill Road, McLaughlin Boulevard, Oakes Road, Great Meadow Bike Path, Cowell-Stevenson Road, Porter-Kresge Road, Santa Cruz, CA** – Pavement Engineer and QC Manager
- **City of Scotts Valley, Mt. Herman Drive and Scotts Valley Road ADA Improvements and Road Rehabilitation, Scotts Valley, CA** – Pavement Engineer and QA Manager

Professional Credentials

- Master of Science, Geotechnical Engineering, San Jose University
- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Engineer in California #86451

Professional References

1. Zachary Teske, Resident Engineer, Wallace Group, 831.226.9132
2. Marc Douvia, Project Manager University of California, Santa Cruz, Physical Planning, Development & Operations, 831.419.4590

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project



Robert Paderna, P.E., RSP₁

Phase 2 – PS&E: Electrical Engineering Task Lead

Robert has more than 16 years of experience in transportation/traffic engineering. His transportation design experience includes preparation of PS&E for traffic signals (new and modified), signing and striping, street and highway lighting, ramp metering, traffic operations systems/ITS, and traffic control. Robert is skilled at forming recommendations for lighting improvements, and developing these recommendations into specific standards and specifications. He also provides QC/QA support for projects involving transportation design as well as street lighting analysis and design.

Relevant Experience

- **City of Watsonville, Citywide Signal Upgrade and Pedestrian Improvements Project, Watsonville, CA** – Project Manager
- **Alameda CTC, I-80 ICM Signal Coordination Retiming on Incident Response Routes, Oakland, CA** – Project Engineer
- **Alameda CTC, San Pablo Avenue Multimodal Corridor Study, Oakland, CA** – Project Engineer
- **Capital SouthEast Connector JPA, Grant Line Road, Sheldon Area Roundabout Corridor, Sheldon, CA** – Project Engineer
- **Citrus Heights, Local Roadway Safety Plan (LRSP), Citrus Heights, CA** – Project Manager
- **City of Folsom, Riley Street Signal Retiming, Folsom, CA** – Project Manager
- **City of Hercules, Pedestrian Enhancements, Hercules, CA** – Project Manager
- **City of Fremont, Citywide Speed Surveys and Flow Map, Fremont, CA** – Project Engineer
- **City of Lincoln, Engineering Design Services on the East Joiner Parkway Widening Project, Lincoln, CA** – Project Engineer
- **City of Lincoln, Lincoln Boulevard Signal Timing, Lincoln, CA** – Project Engineer
- **City of Roseville, ITS Master Plan Update, Roseville, CA** – Project Engineer
- **City of Rocklin, Sunset Blvd Signal Timing, Rocklin, CA** – Project Engineer
- **City of Roseville, Junction Boulevard at Vallejo Avenue Intersection Improvements, Roseville, CA** – Project Manager
- **City of Roseville, Washington Boulevard at All America City Boulevard Roundabout Project, Roseville, CA** – Project Engineer
- **City of San Rafael, SMART Traffic Assessment, San Rafael, CA** – Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, San Jose State University
- Professional Engineer in California #73262
- Road Safety Professional, #553
- Institute of Transportation Engineers (ITE), Member
- Intelligent Transportation Society (ITS), Member

Professional References

1. Leslie Blomquist, City Engineer, City of Citrus Heights, 916.727.4770
2. Jana Cervantes, Senior Engineer, City of Roseville, 916.746.1300

Appendix – Scope of Services

Phase 1 – Project Approval and Environmental Document (PA&ED)

TASK 1- PROJECT MANAGEMENT, COORDINATION & DOCUMENTATION

Task 1.1 – Project Administration: Our project manager, **Frederik Venter, P.E.**, with support from **Sean Houck, P.E.**, will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updated monthly and as requested by the City.

Task 1.2 - Coordination and Meetings: We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to five (5) additional meetings with the City, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings will be in online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 – MST Coordination: Kimley-Horn will coordinate with MST relative to their existing bus stops along the corridor and any future stops or improvements. We assume coordination will be through telephone conference and email correspondence.

Task 1.4 - Coordination for RFA for PS&E: Kimley-Horn will assist the City with preparing the documentation below as required by Caltrans to submit for the Baseline Agreement and Request for Authorization (RFA) for the PS&E phase. We assume providing DBE calculations will not be required, and we will support the City in preparation of the following documents, up to a total of 20 hours:

- LAPM 3-A: Project Authorization/Adjustment Request
- Baseline Agreement (CTC-0001)

Task 1.5 – QC/QA: Prior to submitting draft and final deliverables, we have identified senior staff that will review for completeness, accuracy, and presentation. In addition to our internal senior staff's review, our partner, CSG, will perform independent reviews ahead of the 30%/GAD submittal to review overall constructability and quality of our deliverable.

We assume the project management task for the PA&ED phase to occur over nine (9) months and conclude with the submittal of the Request for Authorization for the PS&E phase.

TASK DELIVERABLES

- | | |
|--------------------------|--|
| ➤ Monthly invoices (PDF) | ➤ Baseline Agreement and RFA documentation (PDF) |
| ➤ Meeting notes (PDF) | ➤ Monthly schedule updates (PDF) |

TASK 2 – PUBLIC OUTREACH AND STAKEHOLDER COORDINATION

Task 2.1 Stakeholder Coordination: Working with City staff (and TAMC staff, as necessary), Kimley-Horn will prepare a Community Engagement Strategy (CES) tailored to the community's specific needs and strategic requirements. The CES will use this scope of work as a basis, and identify the specific outreach tasks and deliverables, and include specific ways that we will reach out to the community, stakeholders, and participating public agencies (City of Seaside, TAMC and BPAC, MLK Jr. School of the Arts, and Highland Elementary School).

Subtask 2.1.1 Stakeholder Meetings: Kimley-Horn will conduct a series of meetings with affected stakeholders and community groups and business groups to inform them about the project and solicit their feedback. This scope of work assumes up to three (3) in-person meetings over the course of the project. If conditions dictate, virtual/online format meetings can be accommodated.

Subtask 2.1.2: Presentation to City's Board of Architectural Review and Planning Commission: In coordination with City staff, Kimley-Horn will prepare for and present an overview of the corridor study project to the City's Board of Architectural Review and Planning Commission combined meeting. This presentation will address the project scope and schedule, introduce the project website, and provide an overview regarding our findings regarding baseline conditions, and feedback from the stakeholder meetings. We will solicit feedback about the corridor and the plan which will be used to further identify existing corridor multimodal deficiencies, and help define specific project objectives.

Task 2.2 - Community Meetings and Coordination: The outreach plan will be refined based on input from the kick-off meeting. As part of the community engagement, we will design and host a project website that will be accessible throughout the project, and will be a portal to acquire community feedback, particularly from citizens unable to attend the community workshops or agency presentations. The website will include the following features:

- Project overview, purpose, goals, and objectives
- Project schedule, including community workshops and agency meetings
- All draft and final project deliverables
- Presentation materials and summary notes from the two (2) community workshops and one (1) public agency meeting
- Comment form to receive ideas, comments and suggestions
- Email sign-up

A draft storyboard of the project website will be prepared for City approval that shows the graphic style (look and feel), navigation hierarchy, and content structure. We will then review the draft website (one round of review) with City staff to finalize the design prior to launching the site for public access. Kimley-Horn will be responsible to registering the domain name and hosting the website on our company server.

Drawing on social media channels Facebook and NextDoor, Kimley-Horn will promote all community meetings and provide a forum to discuss issues and opportunities.

Subtask 2.2.1 Community Workshop #1 – Existing Conditions and Corridor Concept: Kimley-Horn will prepare for and facilitate Community Workshop #1 – Existing Conditions and Corridor Concept “Design Charette” in coordination with City staff to provide a presentation on the existing conditions, concept improvements, and collect public feedback on issues to consider in refining project improvements. This feedback will be used during Task 6.1 Concept Refinement.

A draft and final flyer will be prepared for posting on the project website, emailing to stakeholders and persons on the project email contact list, and public posting (by City staff).

Results of the workshop will be summarized and posted on the project website.

Subtask 2.2.2 Community Workshop #2 – Proposed Project: Kimley-Horn will prepare for and facilitate Community Workshop #2 – Proposed Project in coordination with City staff. The purpose of the workshop will be to provide a presentation on the selected project features that are included in the 30%/GAD which will be designed in the PS&E phase.

A draft and final flyer will be prepared for posting on the project website, emailing to stakeholders and persons on the project email contact list, and public posting (by City staff).

Task 2.3 - Project Information and Outreach Materials: The outreach materials required for the meetings and coordination tasks above are included in this task and are assumed to be the following:

- PowerPoint presentation
- Graphic poster boards
- Project website
- Meeting handouts
- Community meeting notice flyers

EXHIBIT B

Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project

TASK DELIVERABLES

- Community Engagement Strategy (CES)
- Project website with interactive online project forum (hosted by Kimley-Horn)
- Facebook social media page
- Community meeting notice flyers (2)
- Public outreach materials for all community, stakeholder and local government meetings, including graphic poster boards (up to 6, 24"x36"), PowerPoint presentations, handouts, and signup and comment sheets
- Summary meeting notes for all community, stakeholder and local government meetings

TASK 3 – UTILITY COORDINATION AND FACILITY MAPPING

Mark Thomas will contact the City and utility companies who have facilities in the project limits, and obtain record drawings. Typically, the process contacting each agency via letter or email and following up as needed until drawings are received.

Mark Thomas will prepare a utility base map in AutoCAD based on record drawings, and topographic maps. Surveying and potholing services are not included. Utility relocation design is not included in this task. Any relocations and/or adjustments will be coordinated and resolved in the Phase 2 – PS&E Tasks.

TASK DELIVERABLE

- Utility Base Map AutoCAD file

TASK 4 – DATA COLLECTION

Task 4.1 - Topographic Survey and Right-of-Way Mapping: Whitson Engineers will provide aerial mapping at 1"=20' with 1' contours, which will be supplemented by ground level surveys at eight project intersections. Record maps will be used to layout record right-of-way boundaries. Full boundary survey and right-of-way resolution is not included in these services. Survey information will be compiled into an AutoCAD and PDF deliverable.

Task 4.2 – Geotechnical Services: All Earth Geotechnical Engineering will provide geotechnical services. They will review pertinent reports of the site provided by the City, obtain up to 15 pavement cores, and will perform laboratory testing of collected samples. A draft and final Geotechnical Report will be prepared and submitted to the City.

Optional: All Earth Geotechnical Engineering will perform one day of deflection testing if pavement overlays are considered with the project and analysis would be included in the Geotechnical Report.

Task 4.3 - Field Visits: This task includes data gathering and field visits to support preliminary engineering and final design, geotechnical analysis, drainage analysis, determination and preparation of right-of-way information, and utility coordination. We assume up to three (3) field visits for this task.

TASK DELIVERABLES

- Topographic Survey and Right-of-Way AutoCAD file
- Geotechnical Report (one (1) hardcopy, PDF)

TASK 5 – CEQA Compliance – Initial Study/Mitigated Negative Declaration (IS/MND)

Project Initiation/Site Visit. Kimley-Horn environmental staff will conduct a site visit, collect relevant data, take current photographs of existing streetscape conditions and participate in a kick-off meeting.

Prepare Administrative Draft Initial Study. An environmental Initial Study will be prepared based on previous work with the City and the most recent version of Appendix G of the CEQA Guidelines. The following specific studies and/or technical memos will be prepared to support the findings of the Initial Study.

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Proposal for Design Professional Services for the Broadway Avenue Complete Street Corridor Improvements Project

- Air Quality Assessment
- Greenhouse Gas Emissions Analysis
- Transportation Safety/Hazards/Traffic Management
- Energy Analysis
- Noise and Vibration Analysis

We assume noise measurements are excluded from this scope of services.

Tribal Cultural Resources Consultation Assistance. It is assumed that standard construction-level conditions of approval regarding the potential to uncover cultural resources during site disturbance will be implemented. In addition, the project team will draft a notification letter for distribution to local tribal representatives. We will also contact the Native American Heritage Commission (NAHC) for a current list of tribal contracts and request a non-confidential records search of the Northwest Information Center (NWIC) at Sonoma State University. No site-specific archaeological studies are proposed.

Public Review Draft IS/MND, Mitigation Monitoring and Reporting Program, and Responses to Public/Agency Comments. The project team will respond to City review comments and edits to the Initial Study, prepare the IS/MND for public review, prepare the MMRP to document timing and responsibility of mitigation measures, and respond to public comments following the 30-day public review.

Required Notices/Electronic Document Submittal Assistance. All CEQA documents are now required to be submitted to the State Clearinghouse in electronic format. The project team will assist the City by drafting CEQA notices and submitting documents to the State on the City's behalf.

Environmental Coordination and Meeting Attendance. The team's CEQA project manager will participate in regular internal meetings, Client meetings, stakeholder/agency meetings, and hearings for ongoing strategy discussions and project consideration up to the hours budgeted, which are based on our experience with similar projects.

TASK DELIVERABLES

- | | |
|--|---|
| ➤ Administrative Draft IS/MND (PDF) | ➤ Written Responses to Public Comments (PDF) |
| ➤ Public Review Draft IS/MND (with appendices/technical memos) (PDF) | ➤ Mitigation Monitoring and Reporting Program (PDF) |
| | ➤ Draft CEQA Notices (NOI/NOA, NOC, NOD) (PDF) |

TASK 6 – PRELIMINARY ENGINEERING

Task 6.1 - Concept Refinement: Based on the City's comments and input from the first community meeting, the Consultant will refine the Broadway Avenue corridor design concept. During concept refinement, options and trade-offs typically considered are variations on the roundabouts inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

Task 6.2 - 30% Design/GAD

Subtask 6.2.1: Geometric Approval (Horizontal): Kimley-Horn will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the refined concept developed under Task 6.1.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum.

- | | |
|---|--|
| • Fastest path estimation for R1 through R5 | • Intersection angle of visibility |
| • Swept path and tire tracking for design vehicles (Assume up to two design vehicles) | • Intersection Sight Distance (Assume $t_c=5.0$ seconds) |
| | • Stopping Sight Distance |

We assume the roundabouts will be constructed as single lane mini roundabouts.

Subtask 6.2.2: Geometric Approval (Vertical): Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

We assume the specifications will not be prepared at this level. We will prepare an Opinion of Probable Construction Cost (OPCC) for the 30% design improvements.

Assumed plan sheets for the 30% Design/GAD:

Title Sheet (1), Horizontal Control Plan/Typical Sections (1), Layout Plans (7), Drainage and Utility Plans (7), Signing and Striping Plans (7), Landscaping/Hardscaping Plans (7)

Total 30 sheets

Independent QC: CSG will review the 30% design/GAD plans as prepared by Kimley-Horn. The plans will be reviewed for alignment and geometric design. Review comments made by QC reviewers will be in writing. A log to record QC measures taken during the project, including corrective actions taken, will be maintained by the project manager.

Task 6.3 - Drainage and Stormwater Analysis: Mark Thomas will prepare a drainage analysis for the project.

This will include calculations for watershed areas, storm intensity, pipe velocity, pipe capacity, and gutter flow. Mark Thomas will prepare a stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and designing features for storm water quality control. The drainage and stormwater analysis will be submitted at the 30% design phase as a draft. A separate task in Phase 2 will update this analysis.

Task 6.4 - Urban Design Palate Concepts: Kimley-Horn will develop up to three (3) different conceptual improvement themes that will identify the colors, materials, textures, layout and general size of landscape and hardscape improvements that will be conveyed through a series of, but not limited to, plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions to create the preferred theme concepts which should be further developed in Final Design. Additional revisions may be provided as additional services.

TASK DELIVERABLES

- | | |
|---|---|
| ➤ 30% Design/GAD Plans (one (1) 24"x36" bond,
two (2) 11"x17" bond) | ➤ Draft Drainage and Stormwater Treatment Memo |
| ➤ 30% OPCC | ➤ Draft and Final Concept Landscape and Hardscape Board
(one (1) 24"x36" hardcopy board of final concept, PDF) |
| ➤ Roundabout Performance Memorandum | |

Phase 2 – Plans, Specifications & Estimate (PS&E)

TASK 1- PROJECT MANAGEMENT, COORDINATION & DOCUMENTATION

Task 1.1 – Project Administration: Our project manager, **Frederik Venter, P.E.** with support from **Sean Houck, P.E.**, will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updating it at each PS&E submittal, and as requested by the City.

Task 1.2 - Coordination and Meetings: We anticipate holding a kick-off meeting for the PS&E phase with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to twelve (12)

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additional meetings with the City, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings will be online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 – MST Coordination: Kimley-Horn will coordinate with MST relative to their existing bus stops along the corridor and any future stops or improvements. We assume coordination will be through telephone conference and email correspondence.

Task 1.4 – ATP Reporting Assistance: Kimley-Horn will assist the City with preparing the necessary documentation as required by Caltrans to submit quarterly Project Progress Reports, the Completion Report, and a Final Delivery Report.

Task 1.5 - Coordination for RFA for Construction: Kimley-Horn will assist the City with preparing the documentation as required by Caltrans to submit for the Request for Authorization (RFA) for the Construction (CON) phase. We assume we will support the City in preparation of the following documents, up to a total of 20 hours:

- LAPM 3-A: Project Authorization/Adjustment Request (including the construction cost estimate)
- LAPM 13-A / 13-B: Right of Way Certification
- LAPM 12-D: PS&E Checklist

We assume providing DBE calculations will not be required, but can be provided for additional scope and fee if requested.

Task 1.6 – QC/QA: In addition to our internal senior staff's review, CSG's engineers and construction management staff will provide independent QC/QA services for the PS&E at the 60%, 90% and Final/Bid PS&E submittal stages of the Project. CSG's in-house QC/QA Implementation Plan utilizes a peer review process with multi-level internal project checking.

Constructability reviews will allow CSG and the City to determine the biddability and the build-ability of the project. CSG will value engineer the project to assure it will be constructed as economically and efficiently as possible.

A log to record QC measures taken during the project, including corrective actions taken, will be maintained by the project manager.

We assume the project management task to occur over twelve (12) months and conclude with the submittal of the Final PS&E for advertisement. Project Management, coordination, and meetings during the construction phase are assumed to be included in Task 4 Bidding Support Services and Task 5 Design Support During Construction (DSDC) below.

TASK DELIVERABLES

- | | |
|--|--|
| ➤ Monthly invoices (PDF) | ➤ Assist with Quarterly Progress Reports, |
| ➤ Meeting notes (PDF) | Completion Report, and Final Delivery Report |
| ➤ Baseline Agreement and RFA documentation (PDF) | ➤ QC Markups (as requested, PDF) |
| ➤ Monthly schedule updates (PDF) | |

TASK 2 – UTILITY COORDINATION: CSG will coordinate with various utility companies that have facilities within the project area and provide identification of and notification for all required utility relocations. Notifications will be based on the proposed improvements within the project area as shown.

TASK 3 – PS&E

Task 3.1 – 60% PS&E: Based on comments received on the 30% design and plans, the 60% design will be developed. We anticipate the plans will include the sheets below with limited details and vertical design information.

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We assume the specifications will not be prepared at this level. We will prepare and OPCC for the proposed improvements.

Assumed plan sheets:

Title Sheet	1 sheet	Drainage Plans, Profiles, Details	20 sheets
Horizontal Control Plan/Key Map	2 sheets	Utility Plans	7 sheets
Typical Sections	3 sheets	Signing and Striping Plans	7 sheets
Demolition Plans	7 sheets	Streetlighting Plans	8 sheets
Layout Plans	9 sheets	Traffic Signal Modification Plans	4 sheets
Profiles	7 sheets	Urban Design Plans	4 sheets
Construction Details – Mini RABs	28 sheets	Landscaping and Irrigation Plans	21 sheets
Construction Details – Curb ramps	21 sheets	Total	153 sheets
Construction Details	4 sheets		

TASK DELIVERABLES

- 60% Plans (PDF, two (2) hardcopies, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- 60% OPCC (PDF and four (4) hardcopies, 11"x17", bond)

Task 3.2 – 90% PS&E: Based on one set of non-conflicting City review comments with only minor changes to the plans and design, Kimley-Horn and Mark Thomas will advance the design and plans to the 90% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will perform a street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting. Street light plans, specifications, and estimates will be included in the PS&E package.

We assume the project technical specifications will be prepared at this level according to Caltrans 2018 format.

As part of this task, we will prepare the necessary documentation for the City to self certify the right-of-way for the project, in accordance with the Caltrans LAPM. We assume no right-of-way acquisition, appraisals, or formal temporary construction easements (TCEs) will be required for the project. We assume temporary construction access to install the sidewalks adjacent to the private properties will be through property owner coordination and letter agreements. If formal TCEs are required (appraisals, plat/legal maps, etc.), we can provide these services for additional scope and fee.

TASK DELIVERABLES

- 90% Plans (PDF, two (2) hardcopies, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- 90% OPCC (PDF, four (4) hardcopies, 11"x17", bond)
- 90% Technical Specifications (PDF, two (2) hardcopies)
- Responses to City's review comments on 60% submittal with return markups

Task 3.3 – Final/Bid PS&E: Based on one set of non-conflicting City review comments with only minor changes to the plans, Kimley-Horn and Mark Thomas will advance the design and plans to the Final/Bid design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will prepare documents for the first submittal to DSA for review and approval. This will include all intake forms, scheduling and coordination of meetings. If needed, Kimley-Horn will review and address all comments associated with the first submittal to DSA. Any coordination with City staff, stakeholders or utility providers will be included in this task. Once all comments are addressed to the satisfaction of DSA, Kimley-Horn will resubmit the plans for approval. If DSA approves the plans after the first submittal without comments, this task will be omitted.

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To comply with ATP Project Reporting, traffic, bicycle, and pedestrian counts must be collected no more than six (6) months in advance of the construction contract award or the beginning of the construction phase, and after construction is complete. Kimley-Horn will provide the raw count data to the City. Analysis or evaluation of the data is not included in this scope of services.

TASK DELIVERABLES

- Final/Signed Plans (PDF, one (1) hardcopy, 24"x36", bond, and four (4) hardcopies, 11"x17", bond)
- Final/Signed Specifications (PDF, four (4) hardcopies with signed technical specifications)
- Final OPCC (PDF, four (4) hardcopies)
- Responses to City's review comments on 90% submittal with return markups
- Raw before and after count data (PDF)

TASK 7 – BIDDING SUPPORT SERVICES

The Kimley-Horn team will provide support to the City during the bidding phase by attending one (1) pre-bid meeting and reviewing and responding to bidders' questions and RFIs. Our scope includes up to 80 hours of Kimley-Horn staff time and up to 24 hours of Mark Thomas staff time for bidding support.

We assume the bidding support task to occur over two (2) months.

TASK 8 – DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

Task 8.1 – DSDC: Kimley-Horn team will coordinate with and provide support to the City during construction by responding to Request for Information, site visits, attending meetings, reviewing submittals, and general coordination. We assume this task to occur over 12 months. Our scope includes Kimley-Horn staff providing up to 315 hours of support and 96 hours of support from Mark Thomas staff. Effort beyond the assumed scope can be provided for additional scope and fee.

Task 8.2 – Prepare Record Drawings: Based on redline markups of the construction contract drawings provided by the Contractor and resident engineer, Kimley-Horn will prepare record drawings that reflect the actual improvements constructed in the field. The accuracy of the record drawings will be limited by the accuracy and completeness of the redlines provided to Kimley-Horn. We have assumed a total of 80 hours for Kimley-Horn staff and 36 hours for Mark Thomas staff for this task. An electronic PDF of the record drawings will be provided to the City.

Subconsultant Overview



CSG Consultants (QC/QA; Utility Coordination) - CSG is a California company with its headquarters in Foster City. CSG's talented personnel bring a wealth of ideas and experiences having provided services to communities facing similar challenges and opportunities as the City of Seaside. CSG has a strong familiarity with the City's standards and utility companies through review of several developments, which will allow them to perform a rigorous QC/QA and constructability review of this project, confirming that the City receives the highest quality submittal and timely completion of utility coordination and design.

Contact Information: City of Marina, Brian McMinn, Public Works Director/City Engineer

Firm References: Brad Donohue, Public Works Director, Town of Colma, 650.757.8895; Brian McMinn, Public Works Director, City of Marina, 831.884.1212



MARK THOMAS

Mark Thomas (Utility Coordination; Storm Water Analysis and Design) - Since 1927, Mark Thomas has provided transportation, civil, structures engineering, landscape architecture, urban design, construction management, and surveying services to clients throughout California. Mark Thomas is built on providing sound and innovative engineering solutions and high-quality customer service for public works and transportation projects. Their firm has extensive experience developing local roadway, bike, and pedestrian improvements throughout the Bay Area, including working with the City to plan and design the first phase of the West Broadway Urban Village Project.

Contact Information: Joe Streeper, Civil Engineer, 408.453.5373

Firm References: Angela Obeso, Principal Transportation Engineer, City of Sunnyvale, 408.730.7557; Holly Boyd, Assistant Director of Public Works, City of Palo Alto, 650.329.2612



Whitson Engineers (Surveying/Mapping) - Whitson Engineers is a general land surveying and civil engineering firm, founded in 1979, concentrating in governmental engineering and surveying services and residential and commercial land development. The firm is headquartered in Monterey, California with a branch office in Los Angeles, California. Whitson Engineers has 43 years of experience working on land surveying projects throughout Coastal California. Whitson has a respected working relationship with the vast majority of the local public agencies for both land surveying and civil engineering design work.

Contact Information: Richard Weber, P.E., PLS, QSD, Civil Engineer/Land Surveyor, 831.649.5225

Firm References: Thomas Korman, Senior Engineer/City Surveyor, City of Monterey, 831.646.3475; Mike Niccum, General Manager, Pebble Beach Community Services District, 831.647.5604



Badger Daylighting (Potholing) - Badger Daylighting is North America's leading provider of non-destructive hydrovac excavation services. Badger provides hydrovac services to thousands of customers across North America through a fleet of over 1,400 Hydrovac trucks, dispatched from over 145 field offices. In addition, they provide risk mitigating hydro excavation services to many of North America's leading companies and municipalities.

Contact Information: Brandon Yee, Branch Manager, 510.566.3424

Firm References: Penn Shortes, Area Manager, Monterey Bay, Granite Construction Inc. 831.763.5505; Troy Rosevear, Superintendent, J.R. Filanc Construction Company, Inc, 760.941.7130

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All Earth Geotechnical Engineering, Inc.

(Geotechnical Engineering) - All Earth Geotechnical Engineering, Inc. is a

full-service geotechnical engineering firm providing pavement assessment, pavement design, foundation design, retaining wall design, slope stability analysis, soil laboratory analysis, and quality control services during construction. Their fully equipped mobile geotechnical laboratory is located locally in Santa Cruz for quick and efficient turnaround time of field laboratory tests. Their tests are conducted in accordance with ASTM standards and their mobile laboratory is currently being certified by AASHTO.

 **Contact Information:** Philip Edwards, Geotechnical Engineer, 831.345.8852

 **Firm References:** Zachary Teske, Resident Engineer, Wallace Group, 831.226.9132;
Marc Douvia, Project Manager, University of California, Santa Cruz, Physical Planning,
Development & Operations, 831.419.4590

Appendix – Additional Project Experience

City of Salinas, Boronda Road Corridor Widening, Salinas, CA

Kimley-Horn performed a comprehensive intersection control evaluation in support of corridor improvements along a 2-mile section of arterial in Salinas. We evaluated the long-term cost-effectiveness of implementing either signal or roundabout forms of intersection control at four intersection locations as part of a roadway widening project. The Intersection Control Evaluation (ICE) was performed as a screening tool that provided an objective analysis based on the optimal traffic control and operational strategy for the design life of each intersection. Signal and roundabout intersection control alternatives at each intersection were evaluated against system performance measures focusing on safety, operations, and life-cycle costs. For the roundabout alternatives, Kimley-Horn provided Geometric Approval Drawings for interim and ultimate phasing of the roundabouts as well as peer review through preparation of the PS&E documents.

 **Contact:** Josie Lantaca, Assistant Engineer, City of Salinas, 831.758.7185

City of Burlingame, Carolan Avenue Complete Street, Burlingame, CA

The City of Burlingame selected the Kimley-Horn team to provide public outreach and design services for the Carolan Avenue Complete Street project. The primary focus of this project was to improve pedestrian and bicycle access along Carolan Avenue, between Broadway and Oak Grove Avenue, by adding bike facilities and bulbouts, upgrading curb ramps, adding Rectangular Rapid Flashing Beacons (RRFB) at a mid-block crossing, and also by reducing the number of vehicular lanes from four to two. As part of our work, we explored the use of NACTO (National Association of City Transportation Officials) bicycle facilities, including cycle tracks and buffered bike lanes.

 **Contact:** Andrew Wong, Senior Civil Engineer, City of Burlingame, 650.558.7237

City of Redwood, Roosevelt Ave Mini-Roundabout, Redwood, CA

Kimley-Horn was selected to prepare design and construction documents for a mini-roundabout at the intersection of Roosevelt Avenue and Mcgarvey Avenue in Redwood City. Roosevelt Avenue serves as the main thoroughfare between Stulsaft Park and Route 82 (El Camino Real). This intersection is located in a residential section of the city on local streets. The design is intended to increase intersection capacity, improve safety, and decrease delay. The project is currently in final design.

 **Contact:** Malahat Owrang, Senior Transportation Planner, City of Redwood City, 650.780.7245

City of San Juan Bautista, San Juan Highway and Lavagnino Drive Roundabout Peer Review, San Juan Bautista, CA

Kimley-Horn provided peer review services to the City of San Juan Bautista for the proposed roundabout at San Juan Highway/First Street at Lavagnino Drive. After the completion of peer review, Kimley-Horn provided preliminary concept through final design services and prepared PS&E packages for Meritage Homes and the City. The intersection of San Juan Highway/First Street at Lavagnino Drive is a gateway into the City of San Juan Bautista and an adequate speed control had to be provided at the roundabout while maintaining access to design vehicles. This project also included water main extension and several new stormdrain system that will feed into the future development adjacent to the intersection. The project is currently in construction phase and Kimley-Horn is providing design services during construction.

 **Contact:** Jon Cakus, Land Development Manager, Meritage Homes, 925.543.4058

EXHIBIT B

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City of Carson City, South Carson Street at South Stewart Street Roundabout, Carson City, NV

With changing demand due to the recently completed I-580 extension through Carson City, Kimley-Horn was tasked with designing the conversion of the existing signalized intersection at Stewart Street and South Carson Street into a



roundabout. The Kimley-Horn team designed this multi-lane roundabout with bypass lanes to not only accommodate the standard design vehicles, but also the parade floats that will use the roundabout during the annual Nevada Day parade. Kimley-Horn worked closely with Carson City and the other design leads (electrical, landscape, etc.) and the CMAR contractor to ensure the designs merged into a constructible project. We also assisted Carson City with stakeholder coordination, including adjacent business owners, to ensure their needs were identified.

 **Contact:** Lucia Maloney, Transportation Manager, Carson City Public Works Department, 775.283.7396

City of Henderson, Greenway Road/Heather Drive Complete Street and Roundabouts, Henderson, NV

Kimley-Horn is partnering with the City of Henderson to rehabilitate the roadway pavement while re-purposing the extra capacity on the Greenway and Heather roadways into multimodal and safety improvements for the entire 2.5-mile length of the corridors. This project started with a comprehensive Design Concept Report (DCR) to evaluate capacity and operations of all proposed alternatives, and to determine sustainable feasibility of a road diet and roundabout intersections. These improvements include buffered bicycle lanes, multi-use paths, wider sidewalks, full ADA/PROWAG improvements, reducing travel lanes from two in each direction to one in each direction with a two-way left-turn lane, and numerous signalized and non-signalized pedestrian crossings to improve pedestrian facilities and operations. Our services also include reconstructing waterline service laterals, evaluating drainage improvements, and analyzing and designing three new roundabouts at the major intersections. These roadways will be completed with landscaping improvements and filling the gaps in all lighting to create softer visual edges and give the corridors place-making appeal. Currently, Kimley-Horn is preparing the 60% plans, specifications, and bid documents after providing virtual public meetings and website support to help the City build consensus with stakeholders.



During our comprehensive traffic study and modeling of the corridor using Synchro, Sidra® 8 and the HCM 6 capacity model our team coordinated with the College of Southern Nevada and Foothills High School to incorporate the full future build out of these education facilities into the results. A public meeting was planned but due to COVID-19 the team moved the public meeting to a public website from input from stakeholders.

 **Contact:** Matt Roybal, Project Engineer, City of Henderson, 702.267.3066

EXHIBIT B

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Town of San Anselmo, San Francisco Boulevard Mini Roundabout Project, San Anselmo, CA



Kimley-Horn provided an analysis of traffic calming options and developed alternatives to address a variety of safety issues on San Francisco Boulevard—a residential collector street. Multiple concepts were developed for the street, including possible treatments at four intersections. Traffic calming alternatives developed and considered included bulb-outs, mini-roundabouts, textured pavements, raised crosswalks, and speed humps. These concepts were presented to the public during two public workshops which Kimley-Horn prepared and facilitated. In addition, the second public meeting included a field demonstration, where a mini-roundabout was set up at one of the intersections to allow the residents to experience how it would operate. Based on the input received at these two public meetings, the concepts were further refined into a final set of preferred concepts, which includes mini-roundabouts at two of the four intersections.

Contact: Rachel Calvert, Senior Engineer, Town of San Anselmo, 415.258.4623

City of Burlingame, California Drive Roundabout Project, Burlingame, CA

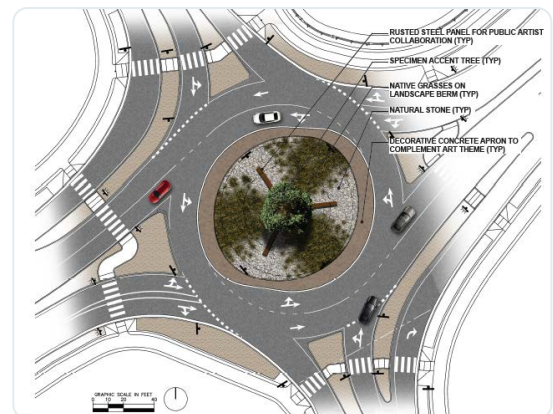
Kimley-Horn provided public outreach, preliminary and final design, and traffic analysis for the realignment of California Drive at Bellevue Avenue and Lorton Avenue (a three-way, extended intersection) into a two-lane roundabout. California Drive is a regional route that parallels Highway 101, and the intersection serves as a gateway into the City's downtown. The project improved safety and accessibility for pedestrians, cyclists, and vehicles traveling through the intersection. As part of the roundabout design, landscaping and stormwater treatment facilities were also incorporated.

Contact: Michael Tsai, Transportation Engineer, City of Burlingame, 650.558.7236

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. This project is federally funded.

Contact: Brian McMinn, Public Works Director/City Engineer, City of Marina, 831.884.1212



CONTACT

Frederik Venter, P.E.

✉ frederik.venter@kimley-horn.com ☎ 669.800.4146

1615 Bunker Hill Way, Suite 200, Salinas, CA 93906

www.kimley-horn.com



Kimley»Horn

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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.

Note: Verify minimum limit for each coverage with Risk Manager.

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.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

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;
- 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, with the exception of professional liability, 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 require 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 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 PROPOSAL
FOR
DESIGN PROFESSIONAL SERVICES FOR
BROADWAY AVENUE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

JANUARY 2022

Submit proposal to:
Public Works Engineering
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

PROPOSALS DUE BY 4:00 P.M. THURSDAY, FEBRUARY 10, 2022

EXHIBIT D

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I. INTRODUCTION

The City of Seaside is seeking to retain qualified design professional engineering services to obtain all necessary permits, perform all requisite environmental studies and clearances, surveys and design of street improvements, and to prepare contract documents to enable the City to go out to bid for the construction of the Broadway Complete Street Corridor Improvements Project (Project).

Project includes the Environmental and Design phases of a road diet on Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard. The road diet will transform a 4-lane roadway to a 2-lane roadway with curb extensions, and will add class II bike lanes, roundabouts, and Safe Routes to School improvements including off-set crosswalk, rectangular rapid flashing beacons, and accessibility improvements. The Project will reduce Broadway Avenue to a single lane in each direction between Fremont Boulevard to General Jim Moore Boulevard and continue the road diet from West Broadway (Del Monte Blvd to Fremont Blvd).

The Project is state funded by the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP). The consultant contract will be separated into two separate phases Project Approval and Environmental Document (PA&ED) and Plans, Specifications & Estimate (PS&E) to comply with the program requirements. The estimated professional services contract amounts available for the PA&ED and PS&E are \$600,000 and \$1.576 M respectively. The preliminary construction estimate for the project is \$9.50 M.

The Consultant must be fully familiar with all applicable local, state and federal guidelines and requirements of the Active Transportation Program funding as administered by CTC. The City of Seaside reserves the right to adjust the scope of services as deemed appropriate and necessary. The project must comply with the California Environmental Quality Act (CEQA) procedures and requirements.

One consultant team will be selected to handle all the tasks within the Project which includes both the technical and administrative tasks associated with each phase of the project. The consultant will be working under the supervision of the City of Seaside, Department of Public Works.

The following studies to assist in the design effort have been completed:

- Pavement Rehabilitation Project Phase 3 Plans
- Project Specific ICE Study – prepared by Kimley-Horn & Associates dated June 2020
- Conceptual Plan - prepared by Kimley-Horn & Associates dated August 2020

The consultant services required are leading all the way up to a final plans, specifications and estimate package, which will be authorized in two separate phases; 1.) Project Approval & Environmental Document and 2.) Plans, Specifications & Estimate. The design team selected for this project shall have a demonstrated experience in complete street design, roundabout design, local knowledge, on-time project completion, and ability to adhere to project budgets.

II. SCOPE OF WORK

As outlined below, the Consultant shall complete all engineering and environmental documents and construction documents for the proposed improvements. These include, but are not limited to, preparation of appropriate CEQA document and contract bid documents (plans, specifications and construction cost estimates, or PS&Es).

The project scope shall include but not limited to the following tasks and deliverables:

Project Approval and Environmental Document (PA&ED) Phase

Environmental review process and documentation shall comply with the California Environmental Quality Act. Consultant team shall include a qualified team member who is proficient with CEQA guidelines. Environmental document shall be prepared by the consultant for City review and signature.

1. Provide project management services, including but not limited to, project administration, team/agency coordination, prepare project schedule, monthly progress meetings and reports, and overall leadership to ensure project success.
2. Provide public outreach services; assume two public workshops and one presentation at the City's Board of Architectural Review and Planning Commission combined meeting. Prepare any necessary presentation exhibits and documents.
3. Provide utility identification, relocation, and coordination services.
4. Perform any necessary survey and base mapping. Using the conceptual plan exhibits as a starting point, Project Team is to further develop these into advance planning drawings, if necessary, to obtain project approval.
5. Coordinate with Monterey Salinas Transit (MST) for all adjacent transit facilities on Broadway.
6. Consultant team to prepare CEQA document but City will be signatory and will review and assist as needed.
7. Assist the City with acquiring a Baseline Agreement and request for authorization for PS&E phase.

Plans, Specifications & Estimate (PS&E) Phase:

Designs shall comply with all environmental requirements and will result in bid-ready PS&E packages to be submitted to the City. Consultant will be responsible for providing the Special Provisions section of contract specifications and revise as necessary the City provided "front end" or general provisions.

1. Develop "bid ready" contract documents consisting of Plans, Specifications, and Estimate (PS&E). Assume 60% and 90% review cycles.
2. Project team to prepare necessary documents to self-certify right-of-way or obtain right of way certification from Caltrans.
3. Consultant team shall assist the City with ATP reporting requirements. Project team will be provided the most recent application documents that were used to apply for ATP Cycle 5.

4. Project team shall prepare documents to secure temporary construction easements.
5. Project team shall assist the City with submission to Caltrans the request for authorization for the Construction Phase.

Construction management services are not included in this request for proposal. However, typical design support services during construction shall be listed as a line item in the proposal.

III. FORM AND CONTENTS OF PROPOSAL

Proposers must have a minimum of five (5) years of professional experience in roundabout and complete street design. They shall have completed a minimum of two (2) projects for public entities; completed the design for a minimum of one (1) similar facility with a current estimated construction cost of at least \$10 million within the last five (5) years; shall have demonstrated experience of similar scope projects; have experience working with public institutions, Active Transportation Program grants, California Transportation Commission, and be familiar with conditions within the project location.

Proposals shall consist of responses to the sections below. Please clearly label and respond to all sections. The submissions are subject to a page limitation of twenty (20) pages in twelve-point font. The cover letter, table of contents, front and back covers, and section dividers and resumes are **excluded** from the page count. Proposers are requested to enclose certain information as exhibits, which will not count against the page limit and may also attach additional information as exhibits (which also will not count against the page limit). The City makes no assurances that any non-requested additional information in exhibits will be reviewed. **The proposal shall be bound, with tabbed section dividers, and include the following sections in order within the page limitations:**

1. Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Seaside on behalf of submitting firm/team. Address any exceptions to the Insurance and Indemnification requirements listed in Exhibit C of the Standard Consultant Agreement attached hereto as Attachment 1.

2. Project Team

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the project manager and the key staff proposed for this project, including subconsultants' staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the Project. Replacement of key staff, without written approval of the City of Seaside, will not be permitted.

Include contact information and a brief summary of the Prime firm's organization and history. Provide a résumé of each key team members. Provide two references (name, title, agency, and telephone number) for the project manager and task leaders from similar type/size projects.

Include contact information and a brief summary of the each subconsulting firm's organization, history, and two firm references. Provide a brief résumé (one page each) of each key team member.

Resumes shall be provided at exhibits to your proposal and will not count against the page limit.

3. Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project's construction cost. Discuss whether the design and construction were completed on time and within budget. Identify any obstacles encountered and how it was resolved.

4. Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

5. Project Schedule

Provide a schedule, from start to finish, showing phases and major benchmarks in the scope of work with reasonable completion expectations. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Allow three weeks for each submittal review by the City staff in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

6. Scope of Services

Provide a detailed description of the proposed scope of services through PS&E, bid support, and construction support. The scope of services submitted with the consultant's proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings for every aspect of the improvements program.

7. Fee Proposal

Provide your proposed fee in a separate, sealed envelope, plainly labeled "Fee Proposal" with the prime company's name and project title. This RFP contains consultant services leading all the way up to a final plans, specifications and estimate package. However, the consultant team shall split their proposed fee schedule into two phases; 1.) Project Approval & Environmental Document and 2.) Plans, Specifications & Estimate. Consultant's fee proposal for the second phase must remain active for a time period of no less than two (2) years. Any annual or standard rate increases that may occur within this time period must be clearly defined in the original fee proposal. The fee shall include separate services for PA&ED, PS&E including bid support, and design services

during construction for each of the project components described earlier. The fee proposal shall include a cover letter stating the not to exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration. The final contract price may be negotiated.

IV. PROCEDURES FOR SUBMISSION

All correspondence between the City and potential proposers will be by email in accordance with Section VI, "Addenda and Interpretation" below.

Three (3) bound copies of the proposal package are due by **4:00 PM Pacific Time on Thursday, February 10, 2022**. The proposal package, including the sealed cost proposal, shall be labeled **"Broadway Avenue Complete Street Corridor Improvements Project RFP"** and submitted to the following address:

Engineering Division
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Please also submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal, excluding your cost proposal, to pwinfo@ci.seaside.ca.us. The e-mail subject line should read: RFP-Broadway Complete Street Corridor

SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

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

V. REVIEW AND SELECTION PROCESS

The consultant selection committee will evaluate each proposal and rank the consultant teams based on the response to items in Section III, technical information, qualifications and check of references provided in the proposal. Interviews are anticipated for this project and will be tentatively set as listed in the timeline below.

The issuance of this RFP constitutes only an invitation to present responses. The City reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The City reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the City for any reason, the City shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The City reserves

the right, at its sole discretion, to waive any irregularities or informality. The City may conduct interviews with any respondent it deems necessary.

The City of Seaside reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the City's sole judgment, best meets the requirements of the project.

Consultant Selection Timeline

Distribution of RFP	January 6, 2022
Questions Due	January 20, 2022
Response to Questions/Clarification	February 27, 2022
RFP Submittal Deadline	February 10, 2022 by 4:00pm
Proposal Ranking	February 11, 2022 – March 4, 2022
Consultant Interviews (tentative)	Week of March 7, 2022
Consultant Award (tentative)	April 7, 2022

Evaluation Criteria

City staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. *Project Team (20%)*: This includes the team's qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart.
2. *Project Understanding and Approach (30%)*: This includes demonstrated knowledge of the work required, explanation of the project, key components, local and best practice processes, and innovative approaches and internal measures for timely completion of project.
3. *Scope (25%)*: This includes the relevance, completeness and logic of the scope.
4. *Project Management (15%)*: This includes the ability to manage the project in a turnkey fashion, responsiveness to the City and its citizens' needs, quality and timeliness of the deliverables and budget control.
5. *References (10%)*: This includes record of producing quality product on similar projects on time and within budget.

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will NOT be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

VI. ACCEPTANCE OR REJECTION OF PROPOSAL

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

VII. ADDENDA AND INTERPRETATION

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email to pwinfo@ci.seaside.ca.us

Any other contact with City personnel related to this RFP, prior to the formal appointment of the consultant, is prohibited. Such requests for clarification shall be delivered to the City at least ten (10) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and posted on the city's website <https://www.ci.seaside.ca.us/Bids.aspx>. All addenda shall become part of this RFP. Proposals shall contain all addenda signed and dated by the Proposer.

VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the Department of Public Works will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Services Agreement (Attachment 1).

IX. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Exhibit C to the City's Professional Services Agreement (Attachment 1).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements on the requested forms. 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 in Section II, above.

X. EXAMINATION OF PROPOSED MATERIAL

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

XI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Public Works Department recommends a Proposer to the City Manager or City Council, as applicable, all proposals received in response to this RFP 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 Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

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

XII. DISQUALIFICATION

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

- A. Evidence of collusion, directly or indirectly, by Proposer 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 Proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP 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.

XIV. PROHIBITION OF GIFTS

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, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City's prohibition.

XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer 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 City of Seaside contracts.

XVI. ADDITIONAL TERMS AND CONDITIONS

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Consultant Agreement (Attachment 1). Exceptions proposed by the Proposer, if any, to the terms and conditions included in the City's Standard Consultant Agreement should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

- B. This RFP does not commit the City 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 reserves the right without limitation to:
 - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Proposers;
 - 4. Modify and re-issue the RFP;
 - 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

XVII. ATTACHMENTS

- ~~1. City's Standard Consultant Agreement~~
- ~~2. Conceptual Plans prepared by Kimley Horn & Associates~~



ADDENDUM No.1
For the Request for Proposals for
**Design Professional Services for Broadway Avenue Complete Street
Corridor Improvements Project**
January 19, 2022

Addendum No. 1 is being issued for revisions to the Request for Proposal for Design Professional Services for Broadway Avenue Complete Street Corridor Improvements Project.

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposals. All other requirements remain unchanged.

REVISIONS

Procedures for Submission

Three (3) bound copies of the proposal package are due by 4:00 PM Pacific Time of Thursday, February 17, 2022.

Consultant Selection Timeline

Distribution of RFP	January 6, 2022
Questions Due	January 20, 2022
Response to Questions/Clarification	January 27, 2022
RFP Submittal Deadline	February 17, 2022 by 4:00pm
Proposal Ranking	February 18, 2022 – March 4, 2022
Consultant Interviews (tentative)	Week of March 7, 2022
Consultant Award (tentative)	April 7, 2022

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,

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

Nisha Patel
PW Director / City Engineer



ADDENDUM No.2
For the Request for Proposals for
**Design Professional Services for Broadway Avenue Complete Street
Corridor Improvements Project**
January 26, 2022

Addendum No. 2 is being issued to make clarifications to the Request for Proposal for Design Professional Services for Broadway Avenue Complete Street Corridor Improvements Project.

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposals. All other requirements remain unchanged.

Clarifications

All funding for the project is State funding. Therefore, there is not a DBE requirement.

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,



Nisha Patel
PW Director / City Engineer



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: David Little, Building Official

DATE: June 16, 2022

**SUBJECT: APPROVE THE NEIGHBORHOOD IMPROVEMENT COMMISSION
RECOMMENDATIONS FOR THE USE OF ALLOCATED FUNDING
FOR COMMUNITY AND PARK IMPROVEMENTS**

RECOMMENDATION

1. Approve the Neighborhood Improvement Commission's recommended use of collected TOT funds generated by short-term rentals and allocated for community and park improvements; and
2. Authorize the City Manager to sign any contracts and agreements to expend the amounts recommended for the projects identified without additional approval by the City Council.

BACKGROUND

The primary objective of the Neighborhood Improvement Commission (NIC) is "to make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city." In accomplishing this objective, the NIC seeks input from Seaside residents, community volunteer groups, and collaborative efforts with other boards and commissions.

In July of 2018, the City Council adopted Ordinance 1054 which directed 50% of all transient occupancy tax (TOT) generated by short-term rentals (STR's) to be directed toward community and park improvements, with the Neighborhood Improvement Commission (NIC) providing the recommendations for the use of these funds to the Council for consideration and approval.

On May 10, 2022, the NIC held a special meeting regarding STR TOT fund allocation recommendations to the City Council and included herewith. As there have been timing

issues associated with the spending of the money designated to the NIC, staff reviewed the recommendations and has reallocated the recommendations in order to spend down the FY 2021/2022 funding and any projects that are unable to be completed or encumbered in FY 2021/2022 will be in the 2022/2023 budget. Staff has also made additional recommendations for spending the funds that align with the NIC's mission.

FY 2021/2022 - Available funding to be spent / encumbered by June 30, 2022: \$173,000

Recommendations of NIC:

1. \$35,000 for playground equipment at Highland Otis Park. Some older playground equipment was removed from Highland Otis Park for safety concerns, leaving the lower playground area void of equipment.
2. \$15,000 for water bottle filling stations at parks with water service.
3. \$8,000 for Holiday Decorations.

Additional recommendations by staff:

1. \$40,000 donation to Friends of Seaside Parks Association for park beautification.
2. \$25,000 donation to the Spay Neuter Imperative Project (SNIP) which provides low-cost mobile spay and neuter services.
3. \$200 to purchase House of the Quarter gift cards.
4. \$5,000 to purchase one park bench and one picnic table.
5. \$10,000 to purchase new garbage cans for parks.
6. \$10,000 to purchase new pet waste stations, bags, etc.

Budget: \$173,000

Total of all recommendations: \$143,200

Remaining funds to return to the general fund: \$24,800

FY 2022/2023 - Available funding to be spent / encumbered by June 30, 2023: \$258,276.00

1. \$40,000 for a new sidewalk at the Sonoma Avenue Sports Complex (on City property on Contra Costa St).
2. \$5,000 for a Community Garden in collaboration with the Parks and Recreation Commission.
3. \$10,000 for trees (or City Tree Program). A program designed to help Seaside's future tree canopy could provide residents with a free tree to plant on their property along with planting and care instructions.

4. \$35,000 for Art Murals in collaboration with the Arts and History Commission, with \$25,000 of the \$35,000 for the Fire Department's mural replacement, and extension across a larger portion of the south exterior wall. The original mural, created by One Voice, depicted firefighters teaching youths about fire safety, as well as historical fire equipment. The deterioration of the building's exterior finish, combined with required repair work, prohibited the recovery of the original artwork. The Arts and History Commission photographed the One Voice mural for the history archives; plans to solicit artists; and work with the Fire Department on the concept and design for a new mural.

5. \$25,000 for (4) Touch Screen Kiosks. Recommended locations include City Hall, Seaside Creates (656 Broadway Ave), Broadway parking lot (490 Broadway Ave) and Oldemeyer Center. Kiosks can help promote and provide information about local businesses, attractions, events, public transportation, public meetings, public announcements, maps, directions, and to report non-emergency neighborhood issues to city staff.

Budget: \$258,276

Total cost of recommendations: \$115,000

Remaining Funds to allocate later: \$143,276

FISCAL IMPACT

The fiscal year 2021-22 budget included \$173,000.00 for the Neighborhood Improvement Committee. Unspent or unencumbered funds of the Committee do not automatically roll forward to the subsequent budget year.

The fiscal year 2022-23 budget includes a budget amount of \$257,097.00 for the Neighborhood Improvement Committee. Staff recommends any items approved by the City Council tonight but not spent or encumbered by year end be paid from the subsequent year's budget.

ATTACHMENTS

1. May 10, 2022 NIC Special Meeting Minutes
2. 2022-23 NIC WORKPLAN

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

**NEIGHBORHOOD IMPROVEMENT COMMISSION
SPECIAL MEETING MINUTES
May 10, 2022**

1. CALL TO ORDER at 6:03 p.m.

2. ROLL CALL

PRESENT: LeBoeuf, Alexander, Olaeta-Reed, Miller, Riordan

ABSENT : Velasco

3. PUBLIC COMMENT: None

4. BUSINESS

**a. CONSIDERATION OF FUND ALLOCATION RECOMMENDATIONS
TO CITY COUNCIL FOR THE UPCOMING FISCAL YEAR**

M/S/C – Miller/Olaeta-Reed move to recommend funding as follows:

- \$35,000 for Highland Otis Park equipment
- \$25,000 for Touch Screen Kiosks (4) total to be located at City Hall, Seaside Creates (656 Broadway Ave), Broadway parking lot (490 Broadway Ave) and Oldemeyer Center
- \$35,000 for murals (\$25,000 directly for the Fire Department mural replacement and extension
- \$5,000 for a Community Garden
- \$10,000 for trees (or City Tree Program)
- \$15,000 for water fountains at parks with water service
- \$40,000 for a new sidewalk at the Sonoma Avenue Sports Complex (on City property on Contra Costa St)
- \$8,000 (supplemental) for Holiday Decorations

All Ayes

5. REPORTS FROM STAFF

No reports

6. COMMISSIONER REPORTS

No Report

b. ADJOURNMENT

The meeting adjourned at 7.27 p.m.

Respectfully Submitted,

David Little

APPROVED:

Shanda LeBoeuf, Chair

City of Seaside
Neighborhood Improvement Commission (NIC)



Annual Work Plan July 1, 2022 to June 30, 2023

Commission Membership:

Shanda LaBoeuf	Chairman
Dennis Alexander	Vice-Chairman
Alex Miller	Commissioner
Ramona Olaeta-Reed	Commissioner
Veronica Velasco	Commissioner
Ray Riordan	Commissioner
Vacant	Commissioner

Neighborhood Improvement Commission

The Neighborhood Improvement Commission (NIC) consists of seven individual members appointed by the City Council to serve a three-year term. Each member resides within the City of Seaside and serves on a voluntary basis.

Purpose:

The purpose of the NIC is to make recommendations to the City Council and advising the Council in matters pertaining to the general improvement of neighborhoods throughout the City of Seaside.

Objectives:

1. Encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;
2. Encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the City;
3. Make recommendations to the City Council on ways to improve the appearance of the City and to elicit voluntary cooperation to beautify and minimize vandalism in the City;
4. Work with service clubs and civic organizations, as appropriate, to help clean up the City and to promote and implement programs which help achieve this goal;
5. Work towards the establishment of neighborhood organizations including Neighborhood Watch groups to encourage beautification and reduce vandalism in the neighborhoods;
6. Encourage citizens and merchants to decorate their homes and businesses with decorations during the holiday season and to appropriately display the United States flag on national holidays;
7. Conduct administrative hearings relating to property maintenance.

Neighborhood Improvement Commission

Historical Information:

On December 3rd, 1981, the Neighborhood Improvement Commission (NIC), originally known as the “Neighborhood Improvement Program Commission” was first introduced under Ordinance 596 and adopted by the City Council on December, 7th, 1982.

An NIC objective is “To make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city.”

In July of 2018, the City Council adopted Ordinance 1054 which directed 50% of all transient occupancy tax (TOT) generated by short term rentals (STRs) to be directed toward community and park improvements, with recommendations to the City Council by the Neighborhood Improvement Commission.

The work plan of the Neighborhood Improvement Commission aligns with their recommendations to the City Council for use of STR TOT.

Fiscal Year Work Plan:

- 1. Highland Otis Park equipment;**
- 2. Touch Screen Kiosks (4) total to be located at City Hall, Seaside Creates (656 Broadway Ave), Broadway parking lot (490 Broadway Ave) and Oldemeyer Center;**
- 3. Art Murals (including Fire Department mural replacement);**
- 4. Community Garden;**
- 5. City Tree Program;**
- 6. Water bottle filling stations at parks with water service;**
- 7. New sidewalk at the Sonoma Avenue Sports Complex on City property along Contra Costa St.**
- 8. Holiday Decorations.**

Neighborhood Improvement Commission

RECENT AND ONGOING ACCOMPLISHMENTS:

Fire Station Beautification

The 2019-20 NIC work plan included repainting Seaside Fire Station. Beautification efforts currently underway are directly attributable to sustained efforts by NIC and the City Council's support.

Neighborhood Park Improvements

NIC recommended projects:

- ADA Merry-Go-Round at Laguna Grande Park
- (20) Trees at city parks
- Signage at city parks and Sonoma Sports Court

Sidewalk Improvements

NIC recommended project:

- Grinding lifted transitions between neighborhood streets and sidewalks.

Sonoma Sports Court

The 2019-20 NIC work plan included acquiring a dilapidated fenced area at Contra Costa and Sonoma from MPUSD, "so it can be upgraded and possibly become a basketball court for the neighborhood." Accomplished.

PG&E Manzanita Substation Fence

Collaborated with PG&E to beautify their sub-station fence at San Pablo and Flores, which included the removal of razor wire, and the repairing and repainting of the fence.

Neighborhood Watch Signs

An NIC work project included the replacement of 200+ faded-out, vandalized, mismatched, and otherwise illegible neighborhood watch signs. NIC also sponsored several organizational meetings in order to restore community interest and participation in neighborhood watch programs. The Commission intends to continue promoting this important program.

Public Nuisance Hearings:

Commissioners recently participated in Public Nuisance hearings as outlined in Section 17.36.110 of the Seaside Municipal Code.

- Commercial business – 1100 block of Broadway – accumulation of junk
- (2) Houses – 300 block of Sonoma – accumulation of junk/debris
- (1) House – 1200 block of Canyon Del Rey – accumulation of junk/debris

Neighborhood Improvement Commission

Neighborhood cleanups:

Several times per year, the Commission provides a dumpster to a neighborhood selected by the Commission. Residents of that neighborhood can dispose of approved waste free of charge. All neighborhood residents are thus encouraged to clean up their property to help beautify their neighborhood and the City.

House of the Quarter:

The Commission selects a House of each quarter from a rotating list of neighborhoods. The winners receive a plaque with their name and address plus a \$50 gift certificate for a Seaside business of their choice. Winners receive awards at City Council meetings as circumstances permit.

Business of the Quarter:

Four times per year, the Commission selects a Seaside Business of the Quarter where improvements have occurred or the overall visual appeal maintained of the business is exceptional. Winners receive a plaque at City Council meetings as circumstances permit.

Holiday Decoration Contest:

To encourage holiday cheer and a sense of community pride, the Commission sponsors a decorating contest each December. Participants are eligible to receive prizes as the Commission selects winners.

End of Work Plan

Dated: May 10, 2022

Shanda LeBoeuf, NIC Chair

Dennis Alexander, NIC Vice-Chair

Neighborhood Improvement Commission

Fire Station beautification efforts underway



Neighborhood Improvement Commission

Public Nuisance Abatement



Neighborhood Improvement Commission

The Portal Project





CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: June 16, 2022

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTERS 8.38 AND 8.39 REGARDING SMOKING REGULATIONS ADDRESSING VAPING AND FLAVORED TOBACCO PRODUCTS AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (FIRST READING – ROLL-CALL VOTE)

RECOMMENDATION

First reading of an ordinance amending SMC Chapter 8.38 and 8.69 regarding smoking regulations addressing vaping and flavored tobacco products and making an environmental determination of exemption under the CEQA.

BACKGROUND

On September 16, 2021, the City Council adopted a resolution in support of the Blues Zones Project of Monterey County. One of the focal points for the Blue Zones Project is their "Tobacco Policy." In order for the City to reach Blue Zones Project certification in Tobacco Policy, the following targets need to be met:

Amending chapters 8.38 and 8.39 directly supports the Blue Zone goal to create an environment where smoking (including vaping) and the use of tobacco is less desirable, accessible, and acceptable, especially among youth. In addition, it meets the Blue Zones to decrease secondhand smoke exposure (including aerosol from e-cigarettes and smoke from marijuana) and reduce access to, and availability of smoking, vaping, and tobacco products.

Electronic cigarettes, (also called e-cigarettes and/or electronic vaporizers), are battery-

operated devices that deliver vapor (sometimes called aerosol) made up of nicotine, flavorings, and other chemicals. These devices were first introduced into the American Market in 2007 with shapes and sizes quickly changing over time, providing a sleek and modern look appealing to youth. Many electronic cigarettes have removable cartridges that are filled with liquids that are in a variety of flavors, such as mint, fruit, and candy that do not smell or taste like regular cigarettes. In addition, the liquids may include nicotine salts that feel less harsh on the throat and lungs, allowing users to inhale more deeply.

There is increasing evidence that the large amount of nicotine salts within electronic cigarettes may be responsible for increasing nicotine addiction among youth. With traditional cigarettes and older types of electronic cigarettes, the smoke and high nicotine levels can appear harsh for users, resulting in coughing, dizziness, and even nausea. For many, these negative effects are enough to keep them from becoming regular users. Nicotine salts prevent these side effects, which means youth who try electronic cigarettes are more likely to continue using them regularly and become addicted.

Use of electronic cigarettes by youth is impacted by several factors, including flavoring, nicotine salts, industry marketing and the extent of regulation. Recent market trends show an increase in sales of electronic cigarettes that deliver high levels of nicotine more efficiently and with less irritation, making it easier for young people to initiate use and develop addiction. The industry targets youth with sweet and fruit-flavored products. Research shows adolescents consider flavor the most important factor when trying electronic cigarettes and are more likely to initiate use of flavored products. Overall, data illustrates that electronic cigarette use more than doubled among middle school and high school students from 2017-2019. Data from Monitoring the Future showed that from 2017 to 2018, current (use in the past 30-days) electronic cigarette use significantly increased from 6.6 percent to 10.4 percent among 8th graders (a 58 percent increase), 13.1 percent to 21.7 percent among 10th graders (a 66 percent increase) and 16.6 percent to 26.7 percent among 12th graders (a 61 percent increase).

Of the various types of electronic cigarettes, disposable electronic cigarettes pose the highest potential environmental costs, because they contain e-waste elements similar to those of reusable electronic cigarettes, but are used only for a predetermined time (about 400 puffs or 20-40 cigarettes' worth of vapor). When littered or improperly discarded, broken devices can leach heavy metals (including mercury, lead, and bromine), battery acid, and nicotine into the local environment, affecting humans and other organisms.

The proposed ordinance amending Chapter 8.38 and 8.39 of the City of Seaside Municipal includes the following provisions:

1. Expands areas where smoking is precluded to include any outdoor area open to the general public;
2. Prohibits smoking in all new units of multi-unit residences, including private balconies, porches, decks, etc.;
3. Strongly encourages owners of existing multi-unit residences to prohibit smoking in all units;
4. Bans retailers from selling flavored tobacco products to anyone regardless of age and bans the sale of single-use electronic cigarettes (within 6 months of the effective date of the ordinance).

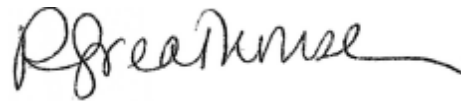
FISCAL IMPACT

None.

ATTACHMENTS

1. ORD-2022- Flavored Tobacco
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF SEASIDE

AMENDING CHAPTERS 8.38 AND 8.39 REGARDING SMOKING REGULATIONS ADDRESSING VAPING AND FLAVORED TOBACCO PRODUCTS AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1.

WHEREAS, since 1992 the City of Seaside has regulated smoking. Additionally, State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Cal. Pen. Code §308); and

WHEREAS, State law explicitly permits cities and counties to enact local tobacco retail permitting ordinances, and allows for the suspension or revocation of a local permit for a violation of any state tobacco control law (Cal. Bus.& Prof. Code §22971.3); and

Whereas, Flavoring tobacco has been and remains an effective tool in our community for creating addiction.

Whereas, The City is focused on reducing the harm caused by tobacco and the practice of flavoring in tobacco.

WHEREAS, in recent years, the tobacco industry has been using flavored tobacco products to target youth, and studies indicate that the majority of youth who experiment with tobacco start with flavored tobacco; and

WHEREAS, this ordinance amends Chapter 8.38 and 8.39 to expand the definition of smoking to include vaping and prohibit flavored tobacco and vaping products; and

WHEREAS, the City Council finds that a local permitting system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City, to protect the health, safety, and welfare of our residents; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 2. The City Council finds the above statements and facts of Section 1

are true and correct.

SECTION 3. 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 4. Title 8 (Health and Safety) of the Seaside Municipal Code is hereby amended by the deletion of all text shown in ~~strikeout text~~ and by the addition of all text shown underlined text as follows:

Chapter 8.38

PROHIBITION OF SMOKING IN DESIGNATED PUBLIC PLACES

Sections:

8.38.010 Purpose and findings.

8.38.020 Definitions.

8.38.030 Prohibition in certain public places.

8.38.040 Regulation of smoking in places of employment.

8.38.050 Cigarette vending machines.

8.38.060 Miscellaneous prohibitions.

8.38.070 Compliance.

8.38.080 Penalties.

8.38.010 Purpose and findings.

The city council finds as follows: Numerous studies have found that tobacco is a major contributor to indoor air pollution; reliable studies have shown that breathing secondhand smoke is a significant health hazard for several population groups, including elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; health hazards induced by breathing sidestream or secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction, and bronchospasm; nonsmokers with allergies, respiratory diseases and those who suffer other ill effects of breathing sidestream, secondhand smoke, or coming in contact with residual thirdhand smoke, may experience a loss of job productivity or may be forced to take periodic sick leave because of adverse reactions to same; ease of accessibility to tobacco and tobacco-related products through cigarette vending machines must be diminished in order to promote smoke-free environments; the smoking of tobacco, or any other weed or plant, is a

proven danger to health. Electronic smoking devices (ESDs) do not just emit "harmless water vapor." Secondhand aerosol (incorrectly called vapor by the industry) from ESDs contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer. Flavoring tobacco has been and remains an effective tool in our community for creating addiction. Accordingly, it has been determined that the health, safety and general welfare of the residents of, persons employed in, and persons who frequent this city would be benefited by the elimination of smoking in designated enclosed places, including places of employment and certain restaurants, as provided in this chapter.

8.38.020 Definitions.

For the purpose of this chapter, the following words shall have the following meanings:

"Common area" means an area in a multi-unit residence that residents of more than one unit are entitled to enter or use, including, without limitation, halls, pathways, lobbies, courtyards, stairs, elevators, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

"Dining area" means any area, including streets and sidewalks, available to or customarily used by the general public or an employee, and that is designated, established, or regularly used for consuming food or drink.

~~"Electronic cigarette" means an electronic or battery operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.~~

"Electronic Smoking Device" means:

1. Any electronic device that delivers a dose of nicotine or other substances to the person inhaling, including but not limited to, electronic nicotine delivery systems (ENDS) as defined under the United States Food and Drug Administration deeming rule, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vapor cigarette, vape pen, personal vaporizers, or any other product name or descriptor.
2. Any component, part, or accessory intended or reasonably expected to be used with an electronic smoking device, whether sold separately, including but not limited to coils, batteries, tanks, cartridges, pods, wicks, atomizers, nicotine concentrates, waxes, E-liquids, or other products and parts.

"Employee" means any individual who receives remuneration for services performed within the city.

"Employer" means any person, partnership or corporation who employs the services of an individual person or persons.

"Enclosed area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:

- (a) Any type of overhead cover, whether or not that cover includes vents or other openings, and at least three walls or other physical boundaries of any height, whether or not those boundaries include vents or other openings; or
- (b) Four walls or other vertical boundaries that exceed six feet in height, whether or not those boundaries include vents or other openings.

"Multi-unit residence" means property containing two or more residential units, including, but not limited to, apartment buildings, condominium complexes, senior and assisted living facilities, and long term health care facilities. Multi-unit residences do not include the following:

- (a) A hotel or motel that meets the requirements of California Civil Code Section [1940\(b\)\(2\)](#), as may be amended;
- (b) A mobile home park;
- (c) A campground;
- (d) A single family home, except if used as a child care or health care facility subject to licensing requirements; and
- (e) A single family home with attached or detached accessory dwelling unit permit pursuant to California Government Code sections [65852.1](#), [65852.150](#) and [65852.2](#), as may be amended, except if such single-family home or accessory dwelling unit is used as a child care or health care facility subject to licensing requirements

"New unit" means a unit that is issued a certificate of occupancy and also means a unit that is let for residential use for the first time after the effective date of the ordinance codified in this chapter.

"Nonsmoking area" means any area, whether in which smoking is prohibited by:

- (a) This chapter or other applicable law;
- (b) Binding agreement relating to the ownership, occupancy, or use of real property; or
- (c) Designation of a person with legal control over the area.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Private clubs" means a "members only" facility not open to the general public unless by invitation or agreement of the membership.

"Reasonable distance" shall mean a distance of 20 feet in any direction from an area in which smoking is prohibited.

"Restaurant" means any coffee shop, cafeteria, luncheonette, sandwich stand, soda fountain, private and public school cafeteria or eating establishment, and any other eating establishment, organization, club, boardinghouse or guesthouse, which gives or offers for sale food to the public, guests, patrons or employees as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities.

"Service line" means an indoor line or area where persons await service of any kind, regardless of whether or not such service involves exchange of money. Such service shall include, but is not limited to, sales, giving of information, directions or advice, and transfers of money or goods.

~~"Smoke" or "smoking" means processing, using, or lighting of tobacco or tobacco paraphernalia (including but not limited to a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or using an electronic cigarette.~~

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco, smoke, vapors from an electronic device, cannabis smoke, and smoke from illegal substances such as crack cocaine.

"Smoking" means inhaling, exhaling, vaping, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic device, or any other device that delivers nicotine or other substances to a person.

"Unenclosed area" means any area that is not an enclosed area.

"Unit" means a personal dwelling space, even where lacking cooking facilities, or private plumbing facilities, and includes any associated exclusive use enclosed area, such as, for example, a private balcony, porch, deck, or patio. "Unit" includes, without limitation, an apartment, a condominium, a townhouse, a room in a senior facility, a room in a long term health care facility, assisted living facility, or hospital; a room in a hotel or motel, a dormitory room, a room in a single room occupancy facility, a room in a homeless shelter, a mobile home, a camper vehicle or tent, a single family home, and an accessory dwelling unit. "Unit" includes, without limitation, a new unit.

"Workplace" means any interior space under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, conference rooms, and employee cafeterias. A private residence is not a workplace under this section.

8.38.030 Prohibition in certain public and private places.

Beginning October 1, 2022, smoking is prohibited and no person shall smoke in the following places within the city:

A. All buildings, vehicles, or other enclosed areas occupied by city staff, owned or leased by the city, or otherwise operated by the city;

B. Elevators, museums, galleries, theaters, auditoriums and halls which are used for motion pictures, stage dramas, musical performances, or other exhibitions, except when smoking is part of any such production, buses, taxi cabs and other means of public transit under the authority of the city, public transportation facilities open to the public, and service lines of establishments doing business with the general public;

C. Waiting rooms, sleeping rooms or public hallways of every private or public health or child care facility, including, but not limited to, day care centers, hospitals, clinics, physical therapy facilities, doctors' offices and dentists' offices. In bed space areas of health facilities used for two or more patients, smoking shall be prohibited unless all patients within the room are smokers and request in writing upon the health care facility's admission forms to be placed in a room where smoking is permitted;

D. Within all public areas in every retail store, including, but not limited to, retail service establishments, retail food production and marketing establishments, retail, grocery, and drug stores;

E. All restrooms open for public use;

F. All areas in a laundromat open to and available for use by the public;

G. Within all areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, professional offices and other offices, banks, hotels and motels;

H. ~~In and within twenty-five feet of playgrounds and tot lot sandbox areas. as the terms are defined in California Health and Safety Code Section 104495(a), where the smoking of tobacco products is prohibited by California Health and Safety Code Section 104495(b) and sections mandatory or supplementary thereto;~~

I. ~~In and within five feet of all~~ In any outdoor area open to the general public including but not limited to outdoor dining, roadways, sidewalks, picnic areas, public parks, public schools, sports or playing fields, ~~or~~ publicly operated recreational ground facilities or buildings, or

public or special events. except while actively passing on the way to another destination;

J. Restaurants and Dining areas.

K. In any outdoor area zoned as open space.

L. In all new units of multi-unit residences, including any associated exclusive use enclosed areas or unenclosed areas, such as a private balcony, porch, deck, or patio, or within a reasonable distance of any operable doorway, window, opening, or vent of a multi-unit residence, except in a designated smoking area as provided below. Owners of multi-unit residences that are tenant occupied at the time of the adoption of this ordinance are strongly encouraged to prohibit smoking as outlined in this paragraph.

(a) A person with legal control over a common area, or authorized representative, may designate a portion of the common area in a multi-unit residence as a designated smoking area provided that at all times the area is:

(1) An unenclosed area;

(2) Located a reasonable distance not less than twenty-five feet from unenclosed areas primarily used by children, or enclosed areas with improvements that facilitate physical activity including but not limited to playgrounds, tennis courts, swimming pools, and school campuses;

(3) Located a reasonable distance not less than twenty-five feet from any nonsmoking area. The location of nonsmoking areas may change due to enactment of law, execution of an agreement, or other event that affects the area's smoking designation. If an event occurs that changes a nonsmoking area, a person with legal control over a designated smoking area within less than a reasonable distance of that nonsmoking area must modify, relocate, or eliminate that designated smoking area so as to maintain compliance with the requirements of this chapter;

(A) In the case of a nonsmoking area on an adjacent property established by private agreement or designation and not by this chapter or other law, it shall not be a violation of this chapter for a person with legal control to designate a smoking area within a reasonable distance of the nonsmoking area unless that person has actual knowledge of, or a reasonable person would know of, the private agreement or designation. It shall not be a violation of this chapter for a person to smoke within a nonsmoking area if the area is erroneously designated as a smoking area unless a reasonable person would know of the error;

(4) No more than ten percent of the total unenclosed area of the multi-unit residence for which it is designated;

(5) Defined by a clearly marked perimeter;

(6) Identified by conspicuous signs, and;

(7) Not overlapping any other area where smoking is prohibited by this chapter or other law.

(b) No person with legal control over a common area of a multi-unit residence, in which smoking is prohibited by this chapter or other law, shall knowingly permit the presence of ash trays, ash cans, or other receptacles designated for or primarily used for disposal of smoking waste within the area.

M. All unenclosed property adjacent to multi-unit residences within twenty-five feet.

N. It shall be a violation of this chapter to dispose of any smoking materials or associated materials, or throw or deposit in or upon any public or private property, driveway, parking area, street, alley, sidewalk, recreation trail, open space, component of the storm drain system, or otherwise discarded or abandoned so that the same may cause or contribute to litter and pollution.

8.38.040 Regulation of smoking in places of employment.

Smoking is prohibited in all enclosed spaces at places of employment, as "places of employment" is defined in California Labor Code Section 6404.5(b), where the smoking of tobacco products is prohibited by California Labor Code Section 6404.5 and sections amendatory or supplementary or any successor statute thereto. Smoking electronic cigarettes ~~smoking devices~~ is not prohibited in an enclosed place of employment that is a permitted electronic cigarette ~~smoking device~~ retailer, unless otherwise limited by the land use limitations contained in the city's zoning ordinance.

8.38.050 Cigarette vending machines.

~~Beginning on May 16, 1992, coin-operated cigarette vending machines may be located only in bars and in full view of the owner, operator or individual in charge of the premises. Per Cal. Bus. & Prof. Code §22960(b)(1)(A) (2021), vending machine sales of electronic cigarettes must be located inside a bar at least 15 feet from the entrance.~~

8.38.060 Miscellaneous prohibitions.

A. The sale of single cigarettes is prohibited in the city.

B. No individual or group shall distribute free tobacco products anywhere in the city.

(Ord. [1021](#) § 4, 2015; Ord. [806](#) § 1 (Exh. A), 1992. Formerly 8.38.080)

8.38.070 Compliance

A. The city manager or his designated representative shall be responsible for compliance with this chapter as to facilities which are owned, operated or leased by the city. The finance director shall provide each business license applicant with a copy of this chapter.

B. The owner, operator or manager of any facility, business or agency within the purview of this chapter shall comply with the provisions of this chapter. Notice of these regulations shall be given to all applicants for a business license. Such owner, operator or manager shall post or cause to be posted all no-smoking signs required by this chapter and shall not allow service to any person who violates this chapter by smoking in a posted no-smoking area.

C. Any place of employment conducted or operated without compliance with the provisions of SMC [8.38.040](#) applicable thereto shall be and the same is declared to be a public nuisance. Whenever there is reason to believe such public nuisance exists, any affected employee or any resident of the city, in his or her own name, may maintain an action in equity to abate and prevent such nuisance and to perpetually enjoin the employer from maintaining or permitting it. Upon the granting of equitable relief, in whole or in part, by a court of competent jurisdiction, an employer determined to be in violation of SMC [8.38.040](#) shall be liable for the attorney's fees, as may be determined by the court, incurred by the party bringing the action.

D. The city manager or his designee may enforce SMC [8.38.040](#) by either of the following actions:

1. Serving notice requiring the correction of any violation of that section; or
2. Requesting the city attorney to maintain an action for injunction to enforce the provisions of SMC [8.38.040](#), to cause the correction of any such violation, and for assessment and recovery of a civil penalty of such violation, including attorney's fees.

E. Any employer who violates SMC [8.38.040](#) may be liable for a civil penalty, not to exceed five hundred dollars, which penalty shall be assessed and recovered in a civil action brought in the name of the people of the city. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any penalty assessed and recovered in an action brought pursuant to this subsection shall be paid to the finance director of the city.

F. In undertaking the enforcement of SMC [8.38.040](#), the city is assuming an undertaking only to promote the general welfare. It is not assuming any duty or obligation, nor is it imposing any duty or obligation on its officers and employees, nor is it liable in money damages or otherwise to any person who claims that (1) the city or one of its officers or employees breached any such obligation, and (2) the breach proximately caused injury. (Ord. [1021](#) § 4, 2015; Ord. [806](#) § 1 (Exh. A), 1992. Formerly 8.38.100)

8.38.080 Penalties

Any person who violates any provision of this chapter, including smoking in a posted no-smoking area, or by failing to post or cause to be posted a no-smoking sign required by this chapter, or by serving any person who violates this chapter by smoking in a posted no-smoking area, is subject to penalties as provided for by state law or city ordinance. (Ord. [1021](#) § 4, 2015; Ord. [806](#) § 1 (Exh. A), 1992. Formerly 8.38.110)

Chapter 8.39

TOBACCO OR ELECTRONIC CIGARETTE-SMOKING DEVICE RETAILERS, ELECTRONIC CIGARETTES SMOKING DEVICES, VAPOR LOUNGES AND DRUG PARAPHERNALIA

Sections:

[8.39.010](#) Definitions

[8.39.020](#) Tobacco or electronic cigarette smoking device retailer

[8.39.021](#) Tobacco or electronic cigarette smoking device retailer license

[8.39.030](#) Vapor lounges prohibited

[8.39.040](#) Electronic cigarette smoking devices – Additional regulations

[8.39.050](#) Drug paraphernalia

8.39.010 Definitions.

For the purpose of this chapter, the following words and phrases shall mean:

"Characterizing Flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted by a tobacco product, either prior to or during consumption, or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, sweetener, sugar, herb, or spice; provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. "Characterizing flavor" does not include a taste or aroma from tobacco.

"Electronic cigarette" means an electronic or battery operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of nicotine or other substances. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, pipe, hookah, or any other device or product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

"Electronic Smoking Device" means:

1. Any electronic device that delivers a dose of nicotine or other substances to the person inhaling, including but not limited to, electronic nicotine delivery systems (ENDS) as defined under the United States Food and Drug Administration deeming rule, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vapor cigarette, vape pen, personal vaporizers, or any other product name or descriptor.
2. Any component, part, or accessory intended or reasonably expected to be used with an electronic smoking device, whether sold separately, including but not limited to coils, batteries, tanks, cartridges, pods, wicks, atomizers, nicotine concentrates, waxes, E-liquids, or other products and parts.

"Flavored Tobacco Product" means any tobacco product (including but not limited to cigarettes) that imparts a characterizing flavor, including but not limited to mint or menthol cigarettes, flavored little cigars, smokeless tobacco, e-cigarettes and vaping devices. Furthermore, there shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees has:

1. Made a public statement or claim that the tobacco product has, imparts, or produces a characterizing flavor, including, but not limited to, the explicit or implicit use of text and/or images on the product's labeling or packaging or other advertisement to communicate information about the flavor, taste, or aroma of a tobacco product; and/or
2. Taken actions directed to consumers that would be reasonably expected to result in consumers believing that the tobacco product imparts a characterizing flavor.

"Labeling" means written, printed or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

"Manufacturer" means any person, including any re-packer or re-labeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

"Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Smoking" means processing, using, or lighting of tobacco or tobacco paraphernalia (including, but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or using an electronic smoking device/electronic cigarette.

"Smoking" means inhaling, exhaling, vaping, burning, or carrying any lighted, heated, or

ignited cigar, cigarette, cigarillo, pipe, hookah, electronic device, or any other device that delivers nicotine or other substances to a person.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco, smoke, vapors from an electronic device, cannabis smoke, and smoke from illegal substances such as crack cocaine.

"Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other items or parts thereof designed or marketed for the smoking, ingestion, preparation, storing, or consumption of tobacco products or other substances.

"Tobacco Product" means any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. "Tobacco product" includes, but is not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, electronic smoking devices (with or without nicotine), or any component, part, accessory intended or reasonably expected to be used with a Tobacco Product whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and is being marketed and sold solely for that approved purpose.

~~"Tobacco or electronic cigarette retailer" means any person or business that: (1) operates a store, stand, booth, concession or other place at which the person or business sells, offers for sale, exchanges or offers to exchange for any form of consideration electronic cigarettes, smoking devices, tobacco products, tobacco paraphernalia, or both, and (2) devotes more than five percent of the floor area or product display area to the wholesale or retail sale, distribution, or exchange of electronic cigarettes, tobacco products, or tobacco paraphernalia.~~

"Tobacco Retail Sales Establishment" or "Tobacco Retailer" means any establishment that sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco, tobacco products, tobacco paraphernalia, or any combination thereof, including retail or wholesale sales.

"Tobacco Retailer License" means the license issued pursuant to Section 10-1.2785 that authorizes tobacco retail or wholesale sales at a certain, fixed approved location and by a certain Tobacco Retailer. Mobile vendors of tobacco products, electronic smoking devices and tobacco paraphernalia are prohibited. "Vaping device" means as defined in Electronic Smoking Device of this section; an electronic smoking device and any device designed to vaporize nicotine or other substances to inhale or exhale vapor, including

but not limited to bong, water pipes, hookah devices, vaporizers, atomizers, bowls, chambers, including any components and substances, or parts thereof, For purposes of these regulations, a vaping device does not include any medically prescribed vaporizer by a licensed physician or practitioner for medical purposes.

"Vapor lounge" means an establishment other than a tobacco or electronic cigarette retailer where electronic cigarettes are smoked on premises.

8.39.020 Tobacco or electronic cigarette smoking device retailer.

It is unlawful for any person to establish or operate as a tobacco or electronic cigarette retailer without first obtaining a use permit pursuant to Chapter 17.14 SMC.

8.39.021 Tobacco or electronic cigarette smoking device retailer license.

A. The provisions of Monterey County Code Chapter 7.80 entitled Tobacco Retailer License, pertaining to tobacco retailer permits, are hereby adopted by the city of Seaside and incorporated by reference into this code and shall be enforced within the jurisdictional boundaries of the city.

B. It shall be a violation of these regulations for any tobacco or electronic smoking device retailer or any of the tobacco or electronic smoking device retailer's agents or employees to sell or offer for sale, to possess with intent to sell or offer for sale, or exchange for any form of consideration any flavored tobacco products, parts, components, or flavored tobacco paraphernalia.

C. Implementation: All existing legal tobacco or electronic smoking device retail establishment owners shall have six (6) months from the effective date of these regulations to cease the sales of and remove all flavored tobacco products, including but not limited to any related flavored tobacco paraphernalia. However, no grace period will be provided when a legal tobacco or electronic smoking device retail establishment is sold or transferred. All tobacco or electronic smoking device retail establishments shall abide by all tobacco or electronic smoking device retail sales requirements and operational standards set forth herein.

D. Every tobacco or electronic smoking device retail sales establishment shall maintain on the premises the original labeling and packaging provided by the manufacturer for all tobacco products that are sold or offered for sale by the establishment separately from the original packaging designed for retail sale to the consumer.

E. The Code Enforcement Manager or his/her designee shall use reasonable efforts to conduct a compliance check visit to each tobacco or electronic smoking device retail sales establishment at least once per twelve (12) month period to determine if the tobacco or electronic smoking device retail sales establishment is in compliance with these regulations; and any necessary follow-up inspections of non-compliant tobacco or electronic smoking device retailers. The Seaside Police Department shall use reasonable efforts to conduct decoy inspection operations throughout the year to

verify the tobacco and electronic smoking device retailers are compliant and are not selling to minors at any time. Nothing in this section shall create a right of action in any tobacco or electronic smoking device retail sales establishment or other person against the City or its agents.

8.39.030 Vapor lounges prohibited.
Vapor lounges are prohibited.

8.39.040 Electronic cigarettes smoking devices – Additional regulations.

- A. ~~No business, establishment or owner or employee thereof shall sell, give, or furnish any electronic cigarette to any person without first examining that person's official identification to confirm that the person is at least eighteen years of age. No person engaged in tobacco retailing shall sell or transfer a tobacco product, tobacco paraphernalia, or vaping device to another person who appears to be under the age of twenty-one (21) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law to purchase and possess the tobacco product or tobacco paraphernalia.~~
- B. The use or display of electronic cigarettes smoking devices by means of a self-service display counter-top, or shelf that allows any self-service customer access, is prohibited. For these purposes, "self-service display" means open display or storage of electronic cigarettes in a manner that is physically accessible in any way to the general public without the assistance of a retailer or employee of a retailer. A vending machine is a form of self-service display.
- C. All electronic cigarettes smoking devices shall be stored only in a locked case, behind counters out of reach of customers, or in a similar location that is inaccessible to customers, requiring seller assistance for the customer to obtain access.

8.39.050 Drug paraphernalia.

- A. Except as otherwise authorized by state law, no person shall maintain or operate any place of business in which drug paraphernalia is kept, displayed or offered in any manner, sold, furnished, transferred, or given away.
- B. For purposes of this chapter, "drug paraphernalia" is defined as it is defined in California Health and Safety Code Section [11014.5](#), as now exists or may be amended in the future. (Ord. [1021](#) § 5, 2015)

Section 5. Severability. The provisions of this Ordinance shall be severable, and if any clause, sentence, paragraph, subdivision, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment not affect, impair, or invalidate the remainder thereof

but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 6. Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 8. 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 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 on the ____ day of _____, 2022, and

PASSED AND ADOPTED by the City Council of the City of Seaside on the ____ day of _____, 2022, by the following roll call vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: June 16, 2022

**SUBJECT: APPROVE BROADWAY WALK OF FAME AD-HOC COMMITTEE
RECOMMENDATIONS**

RECOMMENDATION

Review and approve the Broadway Walk of Fame Ad-Hoc Committee and staff recommendations for implementation, design, installation and policy.

BACKGROUND

The Broadway Walk of Fame policy was approved by the City Council on February 3, 2022. The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. Each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community.

The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history.

The purpose of the ad hoc committee is to make recommendations on the design of the plaque and to assist staff regarding placement recommendations on Broadway for the first cycle of the program.

Timeline of Committee Work:

April 13, 2022: Held introductory meeting and received a report detailing the number of nominees and voted on a process to start narrowing down the field. They asked staff to report on the status of each application, and whether the applications met the minimum requirements.

April 20, 2022: Reviewed the applications report and finalized the scoring process. The

Committee members received the applications to review and submit scores online.

May 4th, 2022: The ranking of the 24 applications was discussed and approved. The committee voted to advance the top 11 applications (scores of 70 and above). They chose to re-rank those applications and discuss the final recommendations at their next meeting.

May 25, 2022: The committee received a report on the final ranking of the top 11 nominations and approved the top 6 candidates listed to be forwarded to the Council for approval. They also reviewed the cost of the plaque installation and flags to promote the "Future Home of the Walk of Fame".

June 1, 2022: The committee finalized placement recommendations for the plaques. Placing plaques at the intersections of Broadway and Hillsdale, Alhambra, and Calaveras. They would also like to see "Title" plaques placed on Broadway and Contra Costa and Broadway and Santa Barbara marking the entrances to the Broadway Walk of Fame. Since these plaques are an additional cost, staff is working with FMG Custom Concrete on a quote, and will return to the Council if needed.

Plans for the Unveiling:

Committee Vice Chair Pacheco suggested to the committee that the Broadway Walk of Fame unveiling be held on the City of Seaside's Birthday. The City's Birthday is celebrated on October 13 annually. The idea was discussed with the City's executive team, who agree that this is a great way to activate our downtown. The City staff is proposing a block party with a Walk of Fame induction ceremony, ribbon cutting and an invitation to the community to trek down our newly installed Walk of Fame. The committee is also recommending angled flags displayed on lower Broadway that say, "Future home of the Walk of Fame". Trucksis Enterprises has quoted one "future home" flag at \$170.50, twelve flags will cost \$2046.00.

Policy Recommendations:

Challenges this year included navigating the conflicts of interest from some of the committee members and hearing from the committee on the importance of where the stars are placed. Some on the committee expressed concerns about stars being placed in front of certain types of businesses. There was a robust discussion with the committee on June 1, 2022, recognizing the need for additional parameters in place for future committees. The following recommendations are being made to the policy to ensure the selection and plaque installation process remains fair and equitable: Stars will be installed in alphabetical order starting at Broadway and Contra Costa, moving clockwise towards Fremont and back towards Del Monte. Star locations will not be chosen by the applicant, or businesses. The businesses on Broadway will change over time and plaques will be placed in accordance with the policy and Council direction.

To serve on the committee, members can not be affiliated with any of the nominees and must recuse from the voting process. Affiliations include, but are not limited to familiar ties, employee / employer connections and business interests. Committee members must inform staff of any conflicts and work with staff to ensure a transparent, defensible and fair process for the applicants.

Installation

FMG Custom Concrete has bid on the Broadway Walk of Fame project, and will create and install the star plaques on Broadway Avenue. Staff reached out to Monterey Signs, Graniterock and FMG Custom Concrete. The other two companies did not bid on the project. The FMG quote is attached to the report. One 14"x14" plaque is \$6082.00, six plaques will be \$36,492.00.

The Adhoc Committee is submitting the following recommendations to council for approval:

Unveiling of the Broadway Walk of Fame on (or about) the City's Birthday with a celebration on Broadway Avenue.

6 nominee recommendations (applications attached)

Plaque Designs and Installation locations (attached)

Policy recommendations (attached)

FISCAL IMPACT

The Council allocated \$40,000 in fiscal year 21/22 for the program.

1 14"x14" Plaque = \$6082.00

6 plaques = \$36,492.00

1 "future home" flag = \$170.50

12 flags = \$2046.00

Total: \$38,538.00

Balance: \$1,462.00

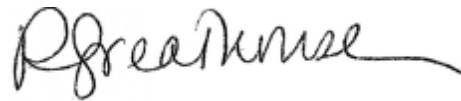
Staff is obtaining a quote for the title stars to mark the entrances of the walk on Contra Costa and Del Monte respectively, and will return to council with any additional requests if needed.

ATTACHMENTS

1. Resolution
2. final recommendations
3. Rucker, Helen B. Application

4. Ramos, Carlos Application
 5. Glover Sr., Col. Alfred P. Application
 6. Smith, Jerry Application
 7. Watts, Ruthie Application
 8. Lusk, Dr. Bettye L. Application
 9. plaque designs
 10. Location Recommendations
 11. FMG Installation Image
 12. Installation estimate 2022
 13. Flags Quote
 14. policy updates
 15. FMG Concrete Professional Services Agreement - 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. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE BROADWAY WALK OF FAME ADHOC COMMITTEE AND STAFF RECOMMENDATIONS FOR IMPLEMENTATION, DESIGN, INSTALLATION AND POLICY

WHEREAS, The Broadway Walk of Fame policy was approved by the City Council on February 3, 2022. The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown; and

WHEREAS, each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community; and

WHEREAS, The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history; and

WHEREAS, The purpose of the ad hoc committee is to make recommendations on the design of the plaque and to assist staff regarding placement recommendations on Broadway for the first cycle of the program; and

WHEREAS, the ad hoc committee is recommending the following community members to receive a plaque on the Broadway Walk of Fame for its inaugural year:

- Helen Rucker Civics and Government
- Carlos Ramos Community and Social Equality
- Col. Alfred Glover Community and Social Equality
- Jerry Smith Civics and Government
- Ruthie Watts Community and Social Equality
- Dr. Bettye Lusk Education; and

WHEREAS, The committee recommends placement for the plaques at the intersections of Broadway and Hillsdale, Alhambra, and Calaveras; and

WHEREAS, The committee further recommends "Title" plaques placed on Broadway and Contra Costa, and Broadway and Santa Barbara marking the entrances to the Broadway Walk of Fame; and

WHEREAS, the Broadway Walk of Fame unveiling be held on (or surrounding) the City of Seaside's Birthday (October 13), a wonderful opportunity to activate our downtown. Staff is proposing a block party with a Walk of Fame induction ceremony,

ribbon cutting and an invitation to the community to trek down our newly installed Walk of Fame; and

WHEREAS, The following policy updates are recommended to ensure the selection and plaque installation process remains fair and equitable:

- Stars will be installed in alphabetical order starting at Broadway and Contra Costa, moving clockwise towards Fremont and back towards Del Monte. Star locations will not be chosen by the applicant, or businesses. The businesses on Broadway will change over time and plaques will be placed in accordance with the policy and Council direction.
- To serve on the committee, members can not be affiliated with any of the nominees and must recuse from the voting process. Affiliations include, but are not limited to familiar ties, employee / employer connections and business interests. Committee members must inform staff of any conflicts and work with staff to ensure a transparent, defensible and fair process for the applicants; and

WHEREAS, FMG Custom Concrete has bid on the Broadway Walk of Fame project, and will create and install the plaques on Broadway Avenue. One 14"x14" plaque is \$6082.00, six plaques will be \$36,492.00; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Broadway walk of fame adhoc committee and staff recommendations for implementation, design, installation and policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

Broadway Walk of Fame Recommendations to Council	
Nominee	Category
Helen Rucker	Civics and Government
Carlos Ramos	Community and Social Equality
Col. Alfred Glover	Community and Social Equality
Jerry Smith	Civics and Government
Ruthie Watts	Community and Social Equality
Dr. Bettye Lusk	Education



MAR 28 2022

BROADWAY WALK OF FAME APPLICATION

Received

Name of Nominee: Helen B. Rucker Mailing Address: [REDACTED]
 City / State: Seaside, Cal. Phone: [REDACTED] E-mail: [REDACTED]
 Applicant or Group: (if different from nominee): Alana Myles Mailing Address: [REDACTED]
 City / State: Del Rey Oaks, Cal. Phone: [REDACTED] E-mail: [REDACTED]

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☐	Arts and Performing Media	☐	☐
Civics and Government	☒	☐	Community and Social Equality	☐	☐
Education	☐	☐	Environment and Conservation	☐	☐
Journalism and Literature	☐	☐	Outstanding Achievement	☐	☐

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☒	☐			
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☐	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☒	☐	Providing economic development or redevelopment activity.	☐	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☒	☐
Fostering the spirit of our community.	☒	☐	Extraordinary effort to overcome challenges to achieve contribution.	☐	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☐	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☐	☐



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? **This question is informational and not related to the criteria section**	☒	☐

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Helen Rucker is an extraordinary individual by any measure or understanding what it means to be of service to one's community. She has selflessly dedicated her time, labor, and spirit to the well-being and the continued improvement of Seaside and the greater Monterey community. Her resume lists numerous accomplishments. Among these are:

- 1) As the first Black MPUSD librarian, she enhanced the education of the students at the former MLK Middle School.
- 2) As an activist dedicated to fostering social and political equality, served as president of the NAACP Monterey Peninsula Branch (2001-2).
- 3) As a civic minded and concerned resident she served as a Seaside City councilwoman (1992-98) and acted as mayor pro tem.
- 4) Interested in fair, responsible, and progressive governance, she established an office for voter education and registration.
- 5) Believing in comprehensive, equitable, engaging, and productive education for all students, Ms. Rucker served as a member of the MPUSD board of trustees, representing Area 2 (2005-2013).
- 6) As a forward thinking educator, she was instrumental in the efforts which led to the establishment of CSUMB and served as a University Fellow.
- 7) She worked to educate the community about HIV/AIDS and lent support to individuals dealing with HIV/AIDS.

Ms. Rucker has and continues to be an inspiring community leader, enriching the lives of all.

Please attach petitions and/or letters of support from City community groups and organizations.

I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.

Signature: Alana Myles Print Name: ALANA MYLES Date: 03-25-22

(Please waive fees associated with purchase & installation costs.)
If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application



Dear City of Seaside Broadway Walk of Fame Selection Committee,

When the activists that started the organization Monterey Peninsula Pride originally sought a few-waiver for the first ever family-friendly LGBTQ+ Pride Parade to take place in the City of Seaside, Mrs. Rucker spoke in favor of our parade and has been a supporter of the voting and civil rights of citizens of all backgrounds within the City of Seaside in particular and Monterey County in general for over 50 years. We are especially grateful for Mrs. Rucker's participation for well over 20 years with the Seaside organization, African American HIV/AIDS Wellness working alongside her good friend Akin Miller who was also slated to serve as Monterey Peninsula Pride's 2018 Elder Grand Marshall but who unfortunately passed away just weeks before the event.

Mrs. Rucker's contributions to education, voting rights and civic engagement in Seaside and beyond is known to practically everyone in the region. Monterey Peninsula Pride would like to the City of Seaside to know that Mrs. Helen Rucker also made this city and this region a better place for members of the LGBTQ+ and HIV/AIDS survivor communities. We wholeheartedly endorse the petition to have a star representing Mrs. Helen Rucker added to Seaside's Broadway Walk of Fame.

In Pride & Celebration,

Tyller Williamson
Co-Founder & Co-Chair, Monterey Peninsula Pride
tyller.williamson@peninsulapride.org



March 21, 2022

Roberta Greathouse, Acting City Manager
City of Seaside, California
440 Harcourt Avenue
Seaside, CA 93955

Dear Ms. Greathouse,

MPJC Board

Catherine Crockett
President
Lynn Hamilton
Judy Karas
Sidney Ramsden Scott
Sylvia Shih
Craig Wandke

Advisors

Phil Butler
Chris Fitz
Stacy Hughes
Arlene Krebs
Jacqui Smith
Michelle Welsh
Janet Louise Wilson

The Monterey Peace and Justice Center is pleased to endorse the nomination of Helen Rucker as an honoree on Seaside's Walk of Fame. Through her decades of leadership and advocacy for education, civic engagement and social justice, Mrs. Rucker has made an enduring, positive impact not only in the City of Seaside and Monterey County, but on the national stage as a civil rights activist.

In the 1950s during the Civil Rights Movement, Ms. Rucker showed courage and determination in challenging Louisiana's segregation laws in her home town of Baton Rouge, Louisiana. There, she educated and mobilized voters who were being denied their right to vote. She was instrumental in the 1953 Baton Rouge Bus Boycott that galvanized the local African American community in their struggle against racial and economic discrimination. The peaceful boycott inspired the pivotal Montgomery Bus Boycott of 1955 and provided a model for nonviolent civil disobedience, which became a key strategy for the Civil Rights Movement in the U.S.

Ms. Rucker brought that same determination to her activism in Seaside. Through her decades of leadership with the Monterey County NAACP, she helped break down barriers of inequality in education, employment, housing, access to healthcare, and governance. Her personal encounters with voter suppression became the "seeds of change" in her unflagging advocacy for voter participation, and they informed her work with the Seaside Voter Education/Registration Center, which she founded in 2008.

As a teacher, librarian, mentor, school board member, and university scholarship benefactor, Ms. Rucker has worked to instill in our youth the importance of civic engagement and active participation in governance. She has encouraged and challenged young people to commit themselves to doing what is right, getting involved as change-makers, and making their community a place where they would be proud to live. Through her selfless and tireless work in the community, she has lived those values and is regarded as a role model and an inspiration to young and old alike.

The Monterey Peace and Justice Center recognizes, and is deeply grateful for Ms. Rucker and her contributions toward a more inclusive, equitable and just community. Her legacy of service has made a lasting impact on the City of Seaside and our broader society as well.

Sincerely,

Catherine Crockett, President
Monterey Peace and Justice Center

Peace, not war. Social justice, not inequality. We will be a catalyst for change.

1364 Fremont Blvd., Seaside, CA 93955 | P.O. Box 1823, Seaside, CA 93955 | 831-899-7322
www.peacecentral.org | montereypeaceandjustice@gmail.com



Dr. PK Diffenbaugh Superintendent of Schools

P.O. Box 1031
700 Pacific Street
Monterey, CA 93942-1031

(831) 645-1203
(831) 649-4175 FAX
pkdiffenbaugh@mpusd.k12.ca.u

March 14, 2022

To Whom It May Concern:

It is with great enthusiasm that I write this letter of recommendation for Mrs. Helen Rucker to be honored as a member of the City of Seaside's Walk of Fame. Given Mrs. Rucker's long history of service within the community of Seaside, I can think of no one more deserving of this distinct honor. Put simply, you cannot talk about the history of the City of Seaside without mentioning Mrs. Helen Rucker's contributions.

Mrs. Rucker served on the Seaside City Council from 1992-1998 and on the MPUSD Board of Education from 2005-2013. During her long and distinguished career as a Civil Rights activist, Mrs. Rucker has registered thousands of individuals to vote through Seaside Voter Education/Registration Center and supported countless individuals through her leadership of the National and County Branch of the NAACP.

Mrs. Rucker's advocacy has been especially impactful for students of the Monterey Peninsula. Not only has she served as a Board Member of MPUSD, but she also visits high school campuses ensuring that students understand not just how to register to vote but the historical significance of voting. Prior to COVID 19, Mrs. Rucker still attended every Board of Education meeting and would regularly comment on the impact decisions would have on the local community. Mrs. Rucker also was instrumental in the creation of California State University Monterey Bay (CSUMB), served as a University Fellow, and has been a member of the University's Service-Learning Advisory Committee.

Mrs. Rucker is a true community hero who deserves to be honored as a member of the City of Seaside's inaugural class of the Walk of Fame. Students past, present, and future will be able to honor Mrs. Rucker for all her contributions to make the City of Seaside a wonderful place to live and to learn.

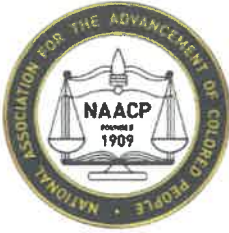
If I can be of any further assistance to the committee in reviewing Mrs. Rucker's application, please do not hesitate to reach out to me.

Sincerely,

A handwritten signature in black ink that reads "PK Diffenbaugh".

Dr. PK Diffenbaugh

Superintendent, Monterey Peninsula Unified School District



NAACP
MONTEREY COUNTY BRANCH #1049
National Association for the Advancement of Colored People

Yvonne Thomas, President

March 23, 2022

Mary Claypool, 1st Vice President

Cynthia Hyatt, 2nd Vice President

Patricia Spencer, Secretary

Jeanne Gavrin, Asst. Secretary

James Black, Treasurer

Ben Cooper, Sargent-at-Arms

Executive Committee

Edward W. Armstrong

Andrea Bailey

Lori Black

Linwood Eady

Aaliyah Garrard

Steven Goings

Rosalyn Green

Barbara Johnson

Rev. Eugene Jones

Vanessa Lopez-Littleton

Annalisa Mitchell

John Smith

Monica Mapp-Smith

Josh Stewart

Lyndon Tarver

Ruthie Watts

To: The City of Seaside Broadway Walk of Fame Selection Committee
Re: Support statement for Walk of Fame nominee **Mrs. Helen Rucker**

The Monterey County NAACP applauds the city of Seaside in its efforts to honor individuals who have made a significant and lasting contribution to the quality of life in this great city, and we endorse the petition to have Mrs. Helen Rucker receive a star on the new Broadway Walk of Fame.

We are extremely proud to recognize an individual who has done so much for the city and who is leaving a strong impact and legacy throughout the Monterey Peninsula.

Congratulations to Helen Rucker! The Monterey County NAACP fully supports this nomination, and this well-deserved recognition.

Sincerely,

Yvonne Thomas

Yvonne Thomas, President

NAACP Monterey County Branch #1049



MEMORANDUM

Date: - March 23, 2022

To: The City of Seaside Broadway Walk of Fame Selection Committee

From: Eduardo M. Ochoa, President 
CSUMB

Re: Support for Walk of Fame Nominee Mrs. Helen Rucker

On February 26, 2022, I announced at California State University at Monterey Bay's All Black Gala event that the CSUMB Center for Black Student Success would be renamed the Helen Rucker Center for Black Excellence. I mentioned on that occasion that the CBSS had become an essential feature of our university community. I also stated that the Center, through "supporting students and research, creating mentoring networks and actively engaging students and the broader community, has become a source of hope, creativity, and positive change." To honor the work being done through the Center, we decided to rename the CBSS the Helen Rucker Center for Black Excellence.

I would also add that CSUMB will bestow Helen Rucker an honorary degree at this year's commencement ceremonies. The honorary degree is both a recognition of service and how much we value everything Helen Rucker has done for the university and the broader communities of Monterey Bay. California State University, Monterey Bay, fully endorses and supports the petition to have Mrs. Helen Rucker honored by the City of Seaside with a well-deserved star on the Broadway Walk of Fame. Thank you for this opportunity to support this worthy nomination.

March 22, 2022

Dear Alana Myles,

The National Coalition Building Institute, Monterey County would like to support the nomination of Helen Rucker for a star on the Broadway Walk of Fame in Seaside, California.

Helen Rucker was a community advisor when NCBI was established in 1992, and has since been a staunch supporter of our work in schools and in the community. NCBI MC brings people together across group lines including race, gender, sexual orientation, religion, age, disability and class. We provide training and education in schools and the community to increase understanding, promote acceptance, and reduce prejudice. We collaborate with public and private organizations to nurture leadership for social justice and provide opportunities for healing from the impact of oppression. Mrs. Rucker has participated in many of our community forums and other programs, and donated generously to support our programs.

As an educator, and Trustee for the Monterey Peninsula Unified School District, Mrs. Rucker has been a champion for education, always challenging our schools and institutions to do better for young people. She was a librarian in MPUSD where she influenced and inspired both students and school staff to be lifelong learners. As a community leader and former Council member for the City of Seaside, she tirelessly worked for the community she loves. As a voting rights activist, she has led the way to protecting one of our most sacred rights as Americans, and encouraged countless people of all ages to cherish that right as much as she does.

NCBI believes that the star on the Broadway Walk of Fame is a great way to honor the life and work of Helen Rucker. We fully support this effort and the continuous praise of Mrs. Rucker for everything that she has done for the people and community of Monterey County.

Respectfully,
NCBI, Monterey County



PROCLAMATION

PROCLAMATION BY THE MAYOR OF THE CITY OF SAND CITY RECOGNIZING
HELEN RUCKER AS THE NAACP'S
2017 MEDGAR EVERS FREEDOM LEGACY AWARD RECIPIENT

WHEREAS, the Monterey County Branch of the National Association for the Advancement of Colored People (NAACP) will hold their 45th Annual Freedom Fund/Life Membership Banquet to honor those individuals who have demonstrated support and involvement with civil rights; and

WHEREAS, the Medgar Evers Freedom Award honors an individual who has demonstrated a lifetime of courage, laying the foundation for present and future leaders, and for 2017, the NAACP recognizes Helen Rucker, as the recipient of this award; and

WHEREAS, moving from Oakland to Seaside in 1964, Helen Rucker was elected to the Seaside City Council in 1992-98, appointed CSUMB Fellow, has been a civil rights activist and community advocate, and is the recipient of the Jefferson Award; and

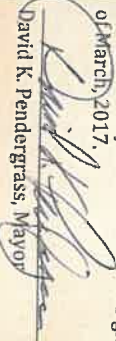
WHEREAS, a long time supporter of voter rights, Helen Rucker has operated the Seaside Voter Education/Registration Center located in Seaside, California as a way to promote the importance that each citizen register to vote, provide information about candidates and their platforms, as well as conducting community outreach through educational election materials, and holding public forums to address candidates and their platforms; and

WHEREAS, as part of the National and Monterey County Branch of the NAACP's community outreach, Helen Rucker and the Seaside Voter Education Center, hosted the Presidential debates during the National Elections in an effort to meet a mandated number of newly registered voters; and

WHEREAS, over the past several years, Helen Rucker and the Seaside Voter Education Center has been a meeting place for several NAACP Committees such as the Criminal Justice, Health, and Life Membership Banquet Committees, as well as a clearinghouse of the dissemination of materials for each Committee; and

WHEREAS, Helen Rucker and the Seaside Voter Education Center further serves the community as a place where citizens of the community can find pertinent information on issues important to them in the areas of education, health, employment, and city and county legislative issues.

NOW, THEREFORE, it is hereby proclaimed by David K. Pendergrass, Mayor of the City of Sand City, recognizing Helen Rucker for her achievements, commitment, and dedication to the community, Proclaimed and signed by the Mayor of the City of Sand City on this 28th day of March, 2017.


David K. Pendergrass, Mayor





CERTIFICATE OF RECOGNITION

The Board of Directors of
Hamilton, Ellis, Martin Plaza.

We hereby present

Helen Rucker

With this certificate acknowledging your invaluable
services to the residents of our communities.

On this day July 31, 2021.

Matt Lacoti
Terra Corp

Darrell Choates
Board President



S T A T E O F C A L I F O R N I A



CERTIFICATE OF RECOGNITION

Presented to:

Helen Rucker

By the Honorable William W. Monning, 17th Senate District

**2015 Assembly District 29
Woman of the Year**

In recognition of:

*Your countless years of being a vigorous activist on
the Monterey Peninsula.*

Dated this 16th day of April, 2015;

WILLIAM W. MONNING
17TH SENATE DISTRICT
CALIFORNIA STATE LEGISLATURE

STATE OF CALIFORNIA

Woman of the Year

2015

In recognition of outstanding service and
dedication to the people of the State of California

Helen Rucker



Presented by:

Mark Stone
Assemblymember Mark Stone, 29th District

Monday, March 9, 2015

How We Won the Vote in California, by Selina Solomons, published in 1912
California was the sixth state to allow women the right to vote. The vote, afforded to all
Californians, in 1911, was commemorated by flags and images recognizing California as the
Sixth Star. The nation would not allow women to vote until 1920, almost ten years later.

Spotlight: Helen Rucker

**CSUMB All Black Gala
Webinar Community
Elder Honoree**



2022

Helen Rucker grew up in Baton Rouge, Louisiana, earning her B.S. from Southern University in 1951 and her M.S. from Louisiana State University

Oakland, CA before moving to Seaside in 1964 and practicing her profession until her retirement in 1988 after which she launched a new career as an elected official and leading community activist.

She was elected to Seaside City Council 1992-98, she was elected to the Monterey Peninsula Unified School District Board of Trustees in 2005 and was reelected unopposed in 2009 serving until 2013.

In 1998, Mrs. Rucker endowed a \$25,000 scholarship to CSUMB in honor of her late husband, James Rucker who served on the former Ft. Ord. In 1999, Mrs. Rucker was honored by being named a Fellow at CSUMB and served for many years on the university's Service Learning Advisory Committee. Indeed, Mrs. Rucker has maintained dozens of organizational affiliations over the years and in 2003 was the recipient of KSBW's Jefferson Award which was merely one of dozens of other recognitions before and since from a variety of civic, professional, and governmental organizations.

She has long been a civil rights activist and community advocate. She started the nonprofit, Citizens for Transparency in Government, which began as a Barack Obama campaign support headquarters.

Until the COVID pandemic shut her office down, for many years, Mrs. Rucker operated a one-person organization, the Seaside Voter Education/Registration Center, which served as a way for Mrs. Rucker to promote the importance of everyone registering to vote in every election and being informed about the candidates and their platforms.

In each of the last five national elections as well as the last ten local, county and state elections, she has provided educational election materials as well as providing forums addressing pertinent issues relevant to the elections. She and her volunteers have held numerous activities designed to entice people to come in and register to vote, such as providing hot dogs and drinks, hot sup nights and pizza parties. The Center also hosted presidential debates during national elections. All of these are activities that were a part of the National and Monterey County Branch NAACP's efforts to meet a mandated number of newly registered voters.

During the past few years, the Center has provided meeting space for several NAACP committees such as Health, Criminal Justice, and Life Membership Galas. The Center has also served as a clearing house for the dissemination of NAACP materials. In addition, the Center has hosted African American HIV/AIDS Awareness activities in which condoms provided by the Health Department, were offered free of charge.

The Center is a place where citizens of Seaside could come to get information on issues important to them and many residents utilize the service. As the local African American community's premiere voting rights advocate, Mrs. Rucker reminds us all that, "People in my generation died for the right to vote. Makes you feel a part of this great country to vote."



BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Carlos RAMos Mailing Address: None - Deceased

City / State: n/a Phone: n/a E-mail: n/a

Applicant or Group: (if different from nominee): Gayle Tier Mailing Address: [REDACTED]

City / State: Seaside, CA Phone: [REDACTED] E-mail: [REDACTED]

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☐	Arts and Performing Media	☐	☐
Civics and Government	☐	☐	Community and Social Equality	☒	☐
Education	☐	☐	Environment and Conservation	☐	☐
Journalism and Literature	☐	☐	Outstanding Achievement	☐	☐

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☒	☐			
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☒	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☒	☐	Providing economic development or redevelopment activity.	☒	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☒	☐
Fostering the spirit of our community.	☒	☐	Extraordinary effort to overcome challenges to achieve contribution.	☒	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☒	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☒	☐



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? <i>**This question is informational and not related to the criteria section**</i>	☐	☒

If no, please explain why:

Deceased

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

CLINICA DE SALUD DE VALLE DE SALINAS: **See Attached**

LULAC - PRESIDENT, Seaside Chapter

LULAC - VICE PRESIDENT, California Chapter

Monterey Chamber of Commerce - President

Founder of original CJobs (501c3) which promoted jobs for Seaside Latinos

Initiating redistricting for MPC so Seaside votes would have impact

Worked tirelessly for the working conditions, living conditions and medical coverage for field workers.

Founded Seaside Fairness Coalition (501c3)

Founded Latino Business in Seaside (501c3)

Signature: *Gayle Tier*

Print Name: Gayle Tier

Date: 3/30/20

~~If you have any questions, please call the City Manager's office at (831) 899-6700.~~

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

Rosa Salcedo - Fwd: Carlos Ramos - Clinica de Salud de Valle de Salinas

From: Ashley Collick
To: Rosa Salcedo
Date: 4/1/2022 11:53 AM
Subject: Fwd: Carlos Ramos - Clinica de Salud de Valle de Salinas

Please attach to Mr. Ramos's application.

Thank you!

Sincerely,
 Ashley Collick
 Assistant City Manager
 City of Seaside
 831-899-6812 office
 acollick@ci.seaside.ca.us

>>> Gayle Tier <mizzgayla@gmail.com> 4/1/2022 11:49 AM >>>

Carlos was involved in the creation and fruition of this project from the beginning as just an idea to the opening of its doors not long ago in Salinas.

Carlos was dedicated to helping the living and health conditions for field workers and their families. Clinica was available to the most disenfranchised. Carlos was part of its success until his unexpected death in 2021.

=====

Clinica de Salud del Valle de Salinas (CSVS) was founded in 1980, by a group of local community members. They wanted to ensure that basic health care was available to all residents of Monterey County, with a focus on families working in the agriculture industry. In 1989, CSVS became the first Federally Qualified Health Center (FQHC) in Monterey County, enabling it to provide health care services to an even larger number of people. This ensured access to patients who could not afford to pay for services. Since 2001, CSVS has earned the highly respected Joint Commission Accreditation (TJC) Gold Seal of Approval.

Deeply committed to the community it serves, CSVS has a history of implementing creative solutions to provide a continuum of outstanding health care to its patients. CSVS has responded to the needs of the communities it serves by expanding services to open facilities that span Monterey County from Pajaro to King City.



Clinica provides a comprehensive primary care services network to families working in the agriculture industry.

Services Include:

Medical

Dental

Optometry

Behavioral Health

Specialties Include:

OB/GYN

Pediatrics

Internal Medicine

Orthopedics

Monterey County covers 3,324 square miles and approximately 85% of its population now live within 15 minutes of a CSVS site. In 2018, CSVS clinics served over 50,000 patients with nearly 200,000 visits.

CSVS providers have delivered over 10,200 newborns since 1986. CSVS has excellent clinical outcomes with neonatal morbidity and mortality rates lower than average, and almost non-existent maternal morbidity and mortality rates. Additionally, CSVS has ensured vaccination rates for children is in keeping with national standards.

CSVS's award-winning Outreach Program

has gained widespread recognition and support for our efforts to improve the quality of life for farm worker families in Monterey County. CSVS is a major provider of quality primary health care services in Monterey County. Providing agricultural workers and their families a critical source of care for low-income and uninsured community members. CSVS is governed by a Community Majority Board of Directors and since its inception ensures that its sliding fee policy allows patients to access care, regardless of ability to pay or their insurance status.

CSVS has an expert staff that lives and works in the communities that the clinics serve, ensuring that care is culturally proficient and accessible to the diverse communities of Monterey County.

Since 1980, CSVS has responded to the needs of our diverse community, through integrity, professionalism, mutual respect, innovation, and accountability to patients.

CSVS will continue to provide excellent quality care for years to come.

Rosa Salcedo - Fwd: Who was Carlos Ramos?

From: Ashley Collick
To: Rosa Salcedo
Date: 4/1/2022 12:11 PM
Subject: Fwd: Who was Carlos Ramos?

Another letter for Mr. Ramos please attach to his application.

Sincerely,
Ashley Collick
Assistant City Manager
City of Seaside
831-899-6812 office
acollick@ci.seaside.ca.us

>>> Gayle Tier <mizzgayla@gmail.com> 4/1/2022 12:04 PM >>>

**Carlos Ramos
was the consummate
activist involved in
most political issues
and campaigns as the
"conscience," of what
went on in Monterey
County. He was deeply
involved in the
ongoing water issues
with Cal-Am. His**

strategy group remained on the forefront of most issues of the areas.

=====

Principal - RCSG | Ramos

Córdova Strategy Group ::

communication strategist

RCSG | Ramos Córdova Strategy Group California

State University - East Bay

Carmel, California, United States 256 connections

About

RCSG primarily guides executives to navigate the social, political and economic landscape in the marketplace, and the community, in order to maximize results.

A strategic communication consultancy, RCSG integrates commercial marketing fundamentals and social marketing elements for business, non-profits and government agencies.

Areas of Focus:

- :: Marketing Communications
- :: Political Campaign Communications
- :: Community Relations
- :: Government Relations
- :: News Media Relations

Specialties:

- :: Strategic Conversations
- :: Developing Action Plans
- :: Action Plan Implementation
- :: Stakeholder Relations & Mobilization
- :: Moderator, Panelist & Workshop Facilitator

Core Competencies:

- :: Executive & Management Guidance
- :: Communication Strategies
- :: Branding, Messaging & Market Positioning
- :: Video & Multimedia Production
- :: News & Feature Story Development
- :: Press Releases & Press Conferences



MAR 30 2022

BROADWAY WALK OF FAME APPLICATION

Received

Name of Nominee: Alfred P. Glover Sr. Mailing Address: [REDACTED]City / State: Seaside, Ca Phone: [REDACTED] E-mail: [REDACTED]Applicant or Group: (if different from nominee): Pastor Ronald Britt Mailing Address: [REDACTED]City / State: Seaside, Ca Phone: [REDACTED] E-mail: [REDACTED]

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☐	Arts and Performing Media	☐	☐
Civics and Government	☐	☐	Community and Social Equality	☒	☐
Education	☐	☐	Environment and Conservation	☐	☐
Journalism and Literature	☐	☐	Outstanding Achievement	☐	☐

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☒	☐			
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☒	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☒	☐	Providing economic development or redevelopment activity.	☒	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☒	☐
Fostering the spirit of our community.	☐	☐	Extraordinary effort to overcome challenges to achieve contribution.	☒	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☒	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☒	☐



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? **This question is informational and not related to the criteria section**	☒	☐

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

see attachment:

Please attach petitions and/or letters of support from City community groups and organizations.

I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.

Signature: Ronald Brett Print Name: RONALD BRETT Date: 3/30/22

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

Petition for City of Seaside Broadway Walk of Fame Nomination

Having learned of the call by the City of Seaside for nominations for the Broadway Walk of Fame, I, Elder Ronald Britt, am writing to endorse a highly suitable individual, **Colonel Alfred P. Glover**. Selected nominees will have a star placed on Broadway in their honor and remembrance.

Col. Glover exemplifies the requirements outlined in the application; i.e., inspires and encourages diversity and inclusion, contributes to the quality of life of our citizens, enhances Seaside as a place to live and work, fosters the spirit of community, contributes and supports opportunities for youth and contributes to the betterment of parks and facilities.

To further support this nomination I highlight the following achievements of Col Glover:

- U.S. Army Veteran of 23 years, retired as a Colonel
- Business leader in the City of Seaside for 51 years
- 1982 Adult Citizen of the Year awarded by Seaside Chamber of Commerce
- Member of group organize to promote Black Businesses in 1980s
- A founding member of the Citizens for Transparency, a group formed to engage with elected officials to ensure fair and quality service
- A member of Seaside Fairness Coalition, formed to ensure quality development within the City of Seaside
- Founding member of Cypress Coast Bank in 1992
- Founding member of 1st Capital Bank in 2007
- Contributed approximately \$100,000 in scholarships to Seaside youth over the past ten years
- Donated \$5,000 to support renovations of Cannon at Highlands-Otis Park
- Made contributions to numerous non-profit organizations within the City
- Built and owns 89 apartment units within the City of Seaside which typically are rented at rates lower than market rate.
- Built the first seven houses at Del Monte Heights



NAACP
MONTEREY COUNTY BRANCH #1049
National Association for the Advancement of Colored People

Yvonne Thomas, President

March 23, 2022

Mary Claypool, 1st Vice President

Cynthia Hyatt, 2nd Vice President

Patricia Spencer, Secretary

Jeanne Gavin, Asst. Secretary

James Black, Treasurer

Ben Cooper, Sargent-at-Arms

Executive Committee

Edward W. Armstrong

Andrea Bailey

Lori Black

Linwood Eady

Aaliyah Garrard

Rosalyn Green

Barbara Johnson

Rev. Eugene Jones

Vanessa Lopez-Littleton

Annalisa Mitchell

John Smith

Monica Mapp-Smith

Josh Stewart

Lyndon Tarver

Ruthie Watts

To: The City of Seaside Broadway Walk of Fame Selection Committee
Re: Support statement for Walk of Fame nominee **Colonel Alfred Glover**

The Monterey County NAACP applauds the city of Seaside in its efforts to honor individuals who have made a significant and lasting contribution to the quality of life in this great city, and we endorse the petition to have Colonel Alfred Glover receive a star on the new Broadway Walk of Fame.

We are extremely proud to recognize an individual who has done so much for the city and who is leaving a strong impact and legacy throughout the Monterey Peninsula.

Congratulations to Colonel Alfred Glover! The Monterey County NAACP fully supports this nomination, and this well-deserved recognition.

Sincerely,

Yvonne Thomas

Yvonne Thomas, President

NAACP Monterey County Branch #1049

Greater Victory Temple Church of God in Christ

Dr. Ronald Britt, Senior Pastor

Business office (831)394-2774

Fax (813)394-1134



Email: gvtcogic@comcast.net

March 28, 2022

City of Seaside
City Manager's Office
440 Harcourt Avenue
Seaside, CA 93955

Dear Broadway Walk of Fame Committee,

RE Broadway Walk of Fame Nominee
Alfred P. Glover Sr.

We as the members of Greater Victory Temple Church Of God In Christ along with our Pastor, Dr. Ronald Britt are writing to endorse Colonel Alfred P. Glover Sr., a highly suitable individual for the Broadway Walk of Fame. Colonel Alfred Glover inspires and encourages diversity and inclusion as the founding member of the Citizens for Transparency, a group formed to engage with elected officials to ensure fair and quality service. He contributes to the quality of life of our citizens as a member of Seaside Fairness Coalition, formed to ensure quality development with the City of Seaside.

Colonel Alfred Glover enhances the City of Seaside as a place to live and work. He built and owns apartment units within the City of Seaside which are rented lower than the market rate. He has contributed approximately \$100,000 in scholarships to support opportunities for youth over the past ten years. He has contributed to the betterment of parks and facilities through his \$5,000 donation to support renovation for the Cannon at Highlands-Otis Park.

Alfred P. Glover Sr., a U.S. Army Veteran of 23 years, retired as a Colonel. He has been a business leader in the City of Seaside for 51 years along with being a founding member of Cypress Coast Bank and 1st Capital Bank.

We want to thank the City of Seaside for giving us the opportunity to nominate this gentleman for his exemplary service to our city and country.

Yours in Christ,

Dr. Ronald Britt
Senior Pastor

**P.O. Box 1070
1620 Broadway Avenue
Seaside, Ca 93955**

By signing below, I hereby endorse Colonel Alfred P. Glover as a nominee for the
Broadway Walk of Fame .

Printed Name	Signature	Resident/Business Owner/Other
Mary Claypool	Mary Claypool	Resident 55 yrs
James Claypool	J. C.	Resident
Janine Bouyea	Janine	Resident 25 yrs.
Matthew Briscoe	Matthew	Resident
Kaell Lairson	Kaell	Resident
Brandi Briscoe	Brandi	Resident
Dinice Maiden	Dinice Maiden	Resident
Helen B. Rucker	Helen B. Rucker	Resident
Briette Braun	Briette	Resident
Cecilia Roberts	Cecilia Roberts	Resident
Paula Perez	Paula Perez	Resident
Carissa Caro	Carissa	Resident
Lupe Hernandez Palma	Guadalupe Palma	Resident

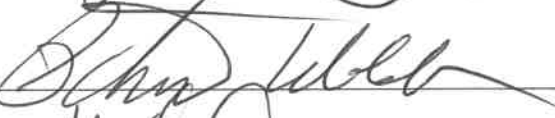
By signing below, I hereby endorse Colonel Alfred P. Glover as a nominee for the Broadway Walk of Fame .

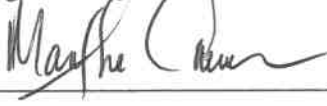
Printed Name	Signature	Resident/Business Owner/Other
JoAnn Wright Black	<i>JoAnn Wright Black</i>	3354 Abdy Way Marina, Ca 93933
James Black	<i>James Black</i>	3354 Abdy Way Marina, Ca 93933
Palmer Maiken	<i>Palmer Maiken</i>	203 Bonn Rd Seaside, CA 93955
JoAnn Wakefield	<i>JoAnn Wakefield</i>	15 Harrow St Seaside Ca 93955
Donald C Wakefield	<i>Donald C Wakefield</i>	15 Harrow Ct Seaside CA 93955
Annamon Connally	<i>Annamon Connally</i>	15 Harrow Ct. Seaside 93955
Sarladine Connally	<i>Sarladine Connally</i>	15 Harrow Ct. Seaside CA 93955

By signing below, I hereby endorse Colonel Alfred P. Glover as a nominee for the
Broadway Walk of Fame .

<u>Printed Name</u>	<u>Signature</u>	<u>Resident/Business</u>
<u>Owner/Other</u>		

Angelia Britt		
---------------	--	--

Patricia Webb		
---------------	--	--

Martha Cuevas		
---------------	---	--

RONALD BRITT		
--------------	--	--



MAR 29 2022

Received

BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Jerry Smith Mailing Address: [REDACTED]

City / State: _____ Phone: _____ E-mail: _____

Applicant or Group: (if different from nominee): AnnMarie Pagan Mailing Address: [REDACTED]City / State: SEASIDE, CA Phone: [REDACTED] E-mail: [REDACTED]

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☒	Arts and Performing Media	☐	☒
Civics and Government	☒	☐	Community and Social Equality	☒	☒
Education	☐	☒	Environment and Conservation	☐	☒
Journalism and Literature	☐	☒	Outstanding Achievement	☒	☒

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☐	☐		☐	☐
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☒	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☒	☐	Providing economic development or redevelopment activity.	☒	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☒	☐
Fostering the spirit of our community.	☒	☐	Extraordinary effort to overcome challenges to achieve contribution.	☒	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☒	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☒	☐

MAR 30 2022



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? **This question is informational and not related to the criteria section**	☐	☒

If no, please explain why: Jerry Smith is deceased but his wife
Byrl Smith is aware of the nomination

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

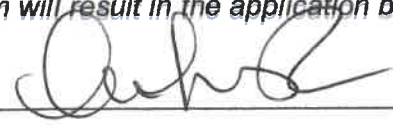
Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

I feel that Jerry should receive a star due to
the fact that he loved Seaside and it was
his home for over 60 years. He was always
looking to improve the life of all citizens of
Seaside. Also upon his death every city in
the Monterey Peninsula + Santa Cruz County
did something to honor him but NOT the
city of Seaside which he loved. Attached is
a letter of why I think he should be
honored with a star.

Please attach petitions and/or letters of support from City community groups and organizations.

I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.

Signature:  Print Name: Ann Marie Pagan Date: 3/30/22

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

Jerry was born on August 27, 1945 in Monterey, California. He is the descendant of a pioneer family that arrived on the Monterey Peninsula in 1889. Jerry attended Monterey Peninsula College, majoring in Data Processing and Accounting. After college, Jerry was inducted into the United States Army, serving in Vietnam with the 4th Infantry Division and completing his service as a Sergeant in the 5th Division Military Police Company. Following his return to Seaside in 1968, Jerry worked in a variety of fields including hotel management, as a Loan Officer for United California Bank, and then in retail auto sales. In 1982, Jerry launched a public service career in law enforcement. He served 20 years as a Peace Officer at the California State Correctional Training Facility in Soledad, where he was promoted to Sergeant in 1987 and Lieutenant in 1990, and then served in the positions of Community Resources Manager and Public Information Officer, working closely with local cities and Monterey County. In all of his work, Jerry kept the interest of veterans at the forefront both in his official capacity and as an active member of American Legion Post 591 and the Veterans of Foreign Wars.

In 1998, Jerry won his first of three terms as Mayor of Seaside. Under his leadership, the City of Seaside started its rebirth following the 1993 closure of the adjacent Fort Ord Army base. Jerry and his wife, Byrl were very proud that in 2004 Jerry became the first African American elected to the Monterey County Board of Supervisors to represent the Fourth District. In his capacity as County Supervisor, Jerry served on numerous Committees and Boards, including the Monterey Bay Unified Air Pollution Control District (MBUAPCD), the Monterey County Voting Rights Committee, the Fort Ord Reuse Authority (FORA), Local Agency Formation Commission (LAFCO), the California Association of Local Agency Formation Commissions (CALAFCO), the Monterey Regional Waste Management District (MRWMD), the Transportation Agency of Monterey County (TAMC), the Association of Bay Area Governments (AMBAG), Central Coast Alliance for Health (CACH), the Children's Council of Monterey County, the Monterey County Mental Health Commission, the Rancho Cielo Board, and many others. While in county office, Jerry played an instrumental role in negotiations that culminated in the Intergovernmental Transfer and Grant Agreement between Salinas Valley Memorial Hospital, Community Hospital of the Monterey Peninsula and Natividad Medical Center. The agreement facilitated a grant and created a working partnership between all three hospitals and resulted in a dramatic turnaround of hospital operations.

Jerry chaired the Natividad Medical Center Board of Trustees whose oversight was critical in the reengineering efforts at the hospital, ultimately sparking the financial turnaround for our safety net hospital.

Jerry was also an active member of his community beyond his official duties as Mayor and Supervisor. He attended St. Francis Xavier Church and was a devoted member of numerous charitable organizations throughout Monterey County such as St. Francis Xavier Knights of Columbus, Monterey County NAACP, Monterey Peninsula Jaycees, United Way, Monterey County Crime Prevention Association, the Rape Crisis Center of the Monterey Peninsula, the Hospice Foundation, Special Olympics, Restorative Justice Commission, and Monterey Regional Health Development Group, Inc., among others.

Jerry was honored as the 2001 Public Official of the Year by the Monterey Peninsula Chamber of Commerce, and was elected to the Monterey Peninsula College Hall of Fame. He was also honored as the 2007 Monterey County Veteran of the Year on November 1, 2007.

Jerry and his wife Byrl, the love of his life, were together for over 40 years. He had a great passion for life as well as serving others. Jerry was a devoted husband, friend and servant. His most treasured moments were spent with Byrl, and his beloved Westy, Bianca.

Jerry loved children and devoted much of his time to organizations that benefited children and their well-being. He was a shining role model for family and community. Jerry was an honorable man with unfailing graciousness for others, and was loved by all who knew him.



MAR 29 2022

BROADWAY WALK OF FAME APPLICATION

Received

Name of Nominee: Ruthie Watts Mailing Address: [REDACTED]
 City / State: Seaside Phone: [REDACTED] E-mail: RuthieVIP1@aol.com

Applicant or Group: (if different from nominee): Bridgette Allen-Murray Mailing Address: [REDACTED]
 City / State: Seaside Phone: [REDACTED] E-mail: [REDACTED]

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☐	Arts and Performing Media	☐	☐
Civics and Government	☐	☐	Community and Social Equality	☒	☐
Education	☐	☐	Environment and Conservation	☐	☐
Journalism and Literature	☐	☐	Outstanding Achievement	☐	☐

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☒	☐			
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☒	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☒	☐	Providing economic development or redevelopment activity.	☐	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☒	☐
Fostering the spirit of our community.	☒	☐	Extraordinary effort to overcome challenges to achieve contribution.	☒	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☒	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☒	☐



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? <i>**This question is informational and not related to the criteria section**</i>	☒	☐

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Please see attached letter of justification
Letter of Recommendation
Awards and Certificates from numerous organizations
recognizing and honoring Mrs. Ruthie Watts

Please attach petitions and/or letters of support from City community groups and organizations.

I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.

Signature: Bridget Allen-Murray Print Name: Bridget Allen-Murray Date: 3/29/22

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

Why Mrs. Ruthie Watts deserves a star on the streets of Seaside, Ca. 93955

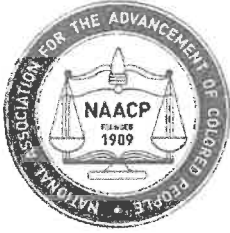
Ruthie Watts relentless advocacy for equity and inclusion for all in our community has been a beacon of hope for those young people who look up to her , a mirror of persistence for those who admire her, a wall of strength for those who had lost the strength to push on. A mirage of light for those who will come after her, an ocean of hope for all who have watched her navigate this sea of life with grace and style. To this living legend and fashion icon we salute you for all that you are, all that you have been to both the young and the old and to the legacy you have created in the City of Seaside, left as an imprint in the sands of time and on the streets of Seaside . For your indelible strength and power you have left on the minds and in the hearts of many. you have been an advocate, a friend, a mother, a wife all while being an encourager of abundant life with a splash of colour and a hem up for the come up of many. your hats are not just unique and beautiful but represented and represent the woman, the legend, the warrior, the encourager, the compassionate soul, the resilient friend, the timeless beauty icon not just in personal fashion but in life.

you didn't just slay the fashion city runways in the county, city and state. You used that same runway for agendas of equality, reciprocity and a seat at the tables of social issues, social injustice and social redress which included various ethnic and social economic groups.

You are more than your big fancy hats we could see from miles away. For everyone knew when they saw you coming their way and whatever it was you had to say, would not only be addressed but dealt with the Ruthie Watts way. Whether it be advocating for affordable housing ,demanding crime stopping measures, safety concerns ordinances. Helping to facilitate and award 1000s of college scholarships for our Seaside and Monterey county youth, honoring our public officials and the general working class in grand style with 5 star gala events to your promoting equity in the workplace and ensuring it remained a viable and safe space. Or be it leading the charge to changing the street name of Broadway to Obama Way to reflect progress and triumphs. .

Simply, because all your contributions can't be measured but they do deserve to be treasured, because your legacy is transcending and your commitment to excellence in the city of Seaside has been never ending.

Mrs. Ruthie Watts please take your bow as you take your star on the streets you helped flourish, rename and nourish. You definitely are one of the founding Seaside stakeholders who have made it so much better for its residents with your presence, persistence and your residence in the beautiful city of Seaside, Ca. 93955



NAACP
MONTEREY COUNTY BRANCH #1049
National Association for the Advancement of Colored People

Yvonne Thomas, President

March 23, 2022

Mary Claypool, 1st Vice President

Cynthia Hyatt, 2nd Vice President

Patricia Spencer, Secretary

Jeanne Gavrin, Asst. Secretary

James Black, Treasurer

Ben Cooper, Sargent-at-Arms

Executive Committee

Edward W. Armstrong

Andrea Bailey

Lori Black

Linwood Eady

Aaliyah Garrard

Rosalyn Green

Barbara Johnson

Rev. Eugene Jones

Vanessa Lopez-Littleton

Annalisa Mitchell

John Smith

Monica Mapp-Smith

Josh Stewart

Lyndon Tarver

Ruthie Watts

To: The City of Seaside Broadway Walk of Fame Selection Committee

Re: Support statement for Walk of Fame nominee **Mrs. Ruthie Watts**

The Monterey County NAACP applauds the city of Seaside in its efforts to honor individuals who have made a significant and lasting contribution to the quality of life in this great city, and we endorse the petition to have Mrs. Ruthie Watts receive a star on the new Broadway Walk of Fame.

We are extremely proud to recognize an individual who has done so much for the city and who is leaving a strong impact and legacy throughout the Monterey Peninsula.

Congratulations to Ruthie Watts! The Monterey County NAACP fully supports this nomination, and this well-deserved recognition.

Sincerely,

Yvonne Thomas

Yvonne Thomas, President

NAACP Monterey County Branch #1049









Mail body:

[Sent from Yahoo Mail on Android](#)

----- Forwarded Message -----

From: "Bridgette Murray" <bridgetteallen_murray@yahoo.com>

To: "staples@printme.com" <staples@printme.com>

Sent: Mon, Mar 28, 2022 at 8:22 AM

Subject:

[Sent from Yahoo Mail on Android](#)

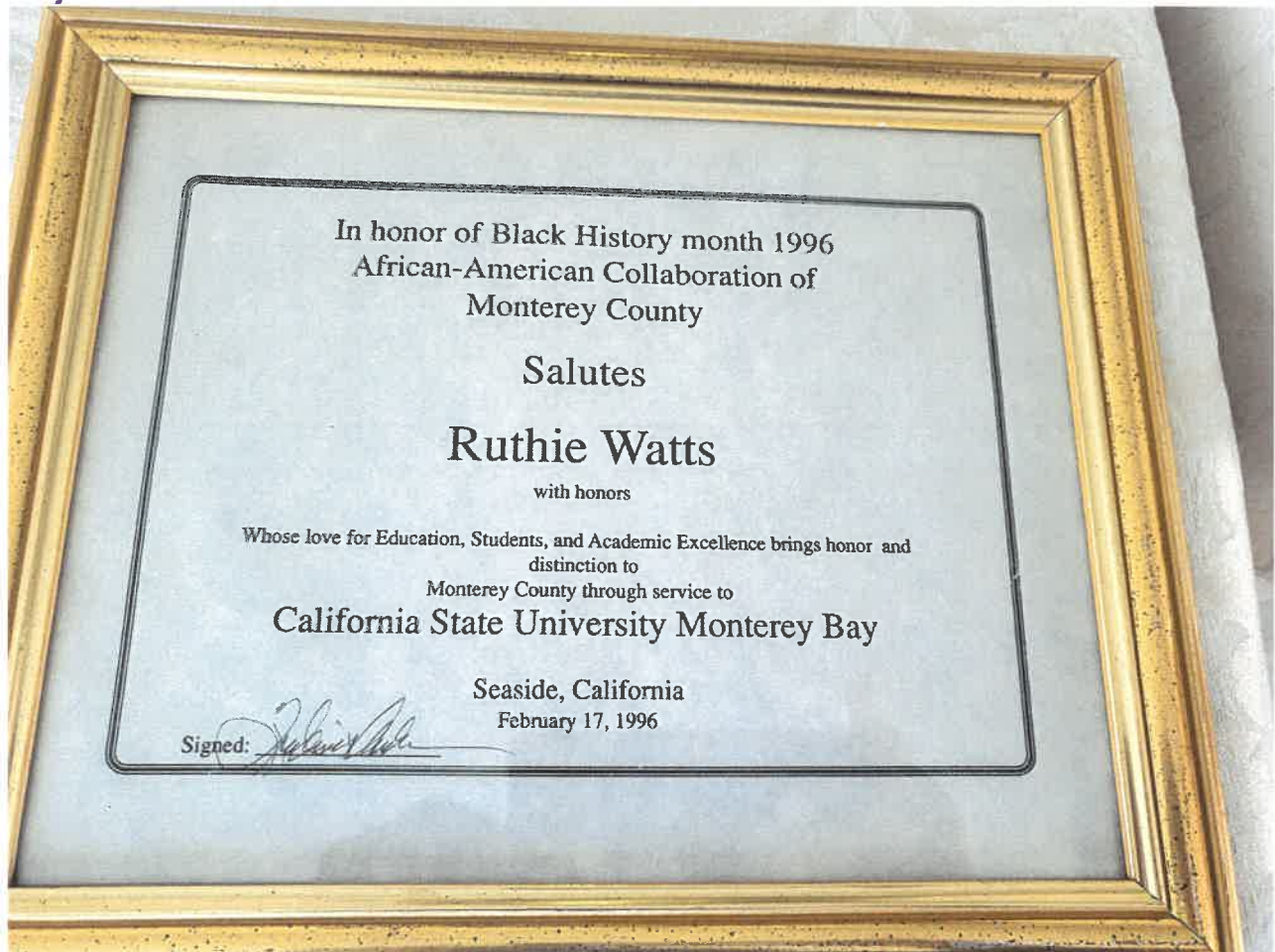
----- Forwarded Message -----

From: "Bridgette Murray" <bridgetteallen_murray@yahoo.com>

To: "staples@printme.com" <staples@printme.com>

Sent: Sun, Mar 27, 2022 at 9:10 AM

Subject:



Certificate of Appreciation

This certificate is awarded to

Ruthie Watts

In recognition of valuable contributions to

The School Renaming Committee,
C.O.S.O.,
Seaside Community



Joan Nugent
Signature
Ruthie Watts
Signature
Ruthie Watts Ed.D.
Signature

8/25/10
Date

8-25-10
Date

8-25-10
Date



In Appreciation



to

Mrs. Ruthie Watts

for

The beauty and grace you brought to the Methodist Men's, "Blessed To Be Dressed" fashion show as our coordinator was truly a work of art to behold. May God continue to Bless you in all of your efforts.

We Truly Thank You

Presented this 20th day of March 2006

**Hays Christian Methodist Episcopal Church
Methodist Men**



[Signature]
Pastor
[Signature]
President



*Certificate of Special
Congressional Recognition*

*Presented to
Ruthie Watts*

*in recognition of outstanding and invaluable
service to the community.*

April 2, 2006

DATE

Sam Lu
MEMBER OF CONGRESS

*African American Democratic Club
Excellence Award*



For Outstanding Service and Contributions

**TO
MRS. RUTHIE WATTS**

K. K. O...
Signature
Lydia Waldrop Quarles
Signature
4/2/2006
Date
4/2/06
Date

Albert R. Shover

Gardens of the Spirit

The History of the Gardens at the Balfour
Holy Places in Haifa and Akko, Israel



Certificate of Appreciation

Awarded to

COALITION OF SCHOLARSHIP ORGANIZATIONS

In recognition of your generous donation in helping the
Seaside Fire Department purchase "Share in the Search"
Thermal Imaging Cameras for those we serve.

Presented by the:

Mayor and City Council of the City of Seaside
May 19, 2005

From: Catherine Crockett <cm_crockett@sbcglobal.net>
To: 'Ruthie Watts' <ruthievip1@aol.com>
Subject: draft for the 2019 Human Rights Award nomination
Date: Thu, Oct 3, 2019 3:01 pm

Dear Mrs. Watts,

I am pleased to nominate you on behalf of the Monterey Peace and Justice Center, for the 2019 Human Rights Award, bestowed by the Bahá'í Faith Communities of Monterey County. The award will be presented to the selected recipient at the 2019 Human Rights Day Luncheon, Saturday, December 7, 2019, I believe it will be at the Elks Lodge in Monterey, however I will confirm that as the date approaches.

The nomination form has three sections, Character, Achievements, and Community Involvement. I've pulled information from interviews with the Monterey Herald and the Monterey County Weekly, from the County Supervisors' March 2017 Ceremonial Resolution, and from your interview with the CSUMB Oral History project.

Please review what I have drafted. I welcome your corrections, additions, and comments. The nomination must be submitted no later than October 5th, this Saturday.

Character

Ruthie Watts moved to the Monterey Peninsula in 1965 with her husband, William Watts, and their two children, daughter Melbra and son William Jr. Here she raised her family, and one could say that she also raised her community.

In her legacy of service that spans more than five decades, she has worked unceasingly to expand opportunities and empower minority youth and adults to enter the social, economic and political mainstream.

Her life-long advocacy for civil rights and racial equality was born out of her experiences growing up in the small community of York, South Carolina at the height of Jim Crow segregation. In spite of York's proximity to the Ku Klux Klan office, just 20 miles away in neighboring North Carolina, the people of York formed a local branch of the National Association for the Advancement of Colored People (NAACP). The overt racism that was prevalent in that small town and throughout the South, made it necessary for members to meet under the cover of secrecy at each other's homes or in the church basement. It was there that Ruthie learned that the struggle for full political, civil, and social rights demanded fearlessness and a deep and relentless commitment. Many years later, in 1977, she attended her first meeting of the NAACP Monterey County branch and was quickly tapped as the Membership Chairperson, a position she would hold for twelve years. She remains an active in the Monterey County Branch of the NAACP and currently serves on its 2019 Executive Committee.

Achievements

Ruthie Watts is the recipient of numerous awards, including the NAACP Life Membership Award, the NAACP Western Area Unsung Hero Award, which was presented at the NAACP National Convention in New York, and the State Legislature's Woman of the Year Award. She is the 2017 recipient of the Monterey County Branch of the NAACP's President's Award. She is the recipient of the ACLU Ralph B. Akins Civil Rights Award, a KSBW Jefferson Award, the Seaside/Sand City Chamber of Commerce's Citizen of the Year Award, and a

Woman of Achievement award by the Seaside Business and Professional Women's Club. She was recognized with a Congressional Award from Congressman Sam Farr, and in 2018, she received the African American and Civil Rights Champion Award by the NAACP CSUMB Student Chapter.

Community Involvement

Ruthie Watts was self-employed for thirty-five years, operating the Park Lane Beauty Salon. In her first direct involvement in the community, while raising her family and working, she shared her expertise in cosmetology and her experience as a model to help organize the Monterey Peninsula's annual African American Debutante Ball. She also served with the Miss Black Teenage California Pageant.

Ruthie Watts has served in numerous volunteer leadership positions, including Advisory Board Member to the Salvation Army of the Monterey Peninsula, Past President of the Monterey Bay Links, Inc., Founding Member of the Foundation to Support the Monterey Peninsula Unified School District, and currently serves on the MPUSD Citizens' Oversight Committee to oversee and ensure appropriate spending of school improvement bond funding.

She served as past President and organizer of the Coalition of Scholarship Organizations, was a twelve-year member of the Monterey Peninsula College Affirmative Action Board, and for two years, she was 1st Vice President of the Seaside Art Commission. She currently serves on Women's Leadership Council Advisory Committee for California State University at Monterey Bay.

She served as chair of the NAACP Life Membership Banquet Committee for thirty-years, which included two years serving on the National Life Membership Committee. She served as President of the Monterey County Branch of the NAACP in 1986, having first served as its Vice President in the four years prior. She served her second term as President in 1989 when the NAACP opened the doors of its first office on the Monterey Peninsula.

Like many cities during the Civil Rights Movement, Seaside, being a minority-majority city, was forced to grapple with political and economic inclusion and equity after the Supreme Court ruled that racially based discriminatory practices were illegal. In the 1970's, Ruthie Watts co-founded the Coalition of Minority Organizations (COMO), a political alliance of both minority groups and white progressive groups that pioneered a new form of civil rights political activism. It was a model characterized by the politics of inclusion and cooperation. COMO was formed with the aim of advancing fair employment and housing practices, desegregating school faculties, drawing non-discriminatory voter districts, and electing minorities to political office. The coalition was on the forefront of these issues and they would quickly mobilize to take a position on hate crimes, bigotry, and prejudice, which they publically brought to the attention of city councils, school boards, and other public agencies. COMO involved blacks, Hispanics, Asians, and any minority group whose voice was not being heard. The list of participating groups included the Filipino-American Society, the NAACP, LULAC, the ACLU, the League of Women Voters, and the Democratic Women's Club among others.

Warm regards,

Catherine Crockett
(831) 915-7257

*For Mrs.
Ruthie Watts*

From: Catherine Crockett <cm_crockett@sbcglobal.net>
To: 'Ruthie Watts' <ruthievip1@aol.com>
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Please review what I have drafted. I welcome your corrections, additions, and comments. The nomination must be submitted no later than October 5th, this Saturday.

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In her legacy of service that spans more than five decades, she has worked unceasingly to expand opportunities and empower minority youth and adults to enter the social, economic and political mainstream.

Her life-long advocacy for civil rights and racial equality was born out of her experiences growing up in the small community of York, South Carolina at the height of Jim Crow segregation. In spite of York's proximity to the Ku Klux Klan office, just 20 miles away in neighboring North Carolina, the people of York formed a local branch of the National Association for the Advancement of Colored People (NAACP). The overt racism that was prevalent in that small town and throughout the South, made it was necessary for members to meet under the cover of secrecy at each other's homes or in the church basement. It was there that Ruthie learned that the struggle for full political, civil, and social rights demanded fearlessness and a deep and relentless commitment. Many years later, in 1977, she attended her first meeting of the NAACP Monterey County branch and was quickly tapped as the Membership Chairperson, a position she would hold for twelve years. She remains an active in the Monterey County Branch of the NAACP and currently serves on its 2019 Executive Committee.

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will

Bahá'í Faith Communities of Monterey County...

The award

be presented to the

selected recipient at the 2019 Human Rights Day Luncheon, Saturday, December 7, 2019, I believe it will be at the Elks Lodge in Monterey, however I will confirm that as the date approaches.

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Ruthie Watts is the recipient of numerous awards, including the NAACP Life Membership Award, the NAACP Western Area Unsung Hero Award, which was presented at the NAACP National Convention in New York, and the State Legislature's Woman of the Year Award. She is the 2017 recipient of the Monterey County Branch of the NAACP's President's Award. She is the recipient of the ACLU Ralph B. Akins Civil Rights Award, a KSBW Jefferson Award, the Seaside/Sand City Chamber of Commerce's Citizen of the Year Award, and a Woman of Achievement award by the Seaside Business and Professional Women's Club. She was recognized with a Congressional Award from Congressman Sam Farr, and in 2018, she received the African American and Civil Rights Champion Award by the NAACP CSUMB Student Chapter.

Community Involvement

Ruthie Watts was self-employed for thirty-five years, operating the Park Lane Beauty Salon. In her first direct involvement in the community, while raising her family and working, she shared her expertise in cosmetology and her experience as a model to help organize the Monterey Peninsula's annual African American Debutante Ball. She also served with the Miss Black Teenage California Pageant.

Ruthie Watts has served in numerous volunteer leadership positions, including Advisory Board Member to the Salvation Army of the Monterey Peninsula, Past President of the Monterey Bay Links, Inc., Founding Member of the Foundation to Support the Monterey Peninsula Unified School District, and currently serves on the MPUSD Citizens' Oversight Committee to oversee and ensure appropriate spending of school improvement bond funding.

Action Board for twelve years, the Monterey County Overall Economic Development Commission for fourteen years; Central Coast Visiting Nurses' Association/Hospice for nine years; 1st Vice President of the Seaside Art Commission for two years, Chairperson for the Seaside Black History Program for thirty-two years; past board member of the YWCA and Leadership Monterey Peninsula and past board member of various Monterey Peninsula Unified School District Board committees.

HONORS

State Legislature's Woman of the Year-State Senator Henry Mello

ACLU Ralph B. Akins Civil Rights Award

KSBW Jefferson Award

KSBW Neighborhood Award - Nominated by her neighbors

Outstanding Women of Monterey County Award

CSUMB Fellow Award

Seaside/Sand City Chamber of Commerce Citizen of the Year Award

Seaside Kiwanis Citizen of the Year Award

Presented the Key to the City of Seaside by The honorable Mayor Lance McClair

Inducted into the York High School Hall of Fame - York South Carolina (Her High School)

NAACP Stephen E. Ross Award

Hays CME Church Missionary Society Woman of the Year

Congressman Sam Farr Congressional Award

Humanitarian Award from the Christian Memorial Church of God In Christ

Mrs. Juneteenth 2021



THE SALVATION ARMY

William Booth
Founder

April 6, 2022

Brian Peddle
General

Bridgette Allen

Commissioner Doug Riley
Territorial Commander

Major Darren Norton
Major Mary Norton
Divisional Leaders

Major John Bennett
Major Judy Bennett
Corps Officers

Captain Matthew Morrow
Captain Charleen Morrow
Associate Corps Officers

Re: Recommendation of Ruthie Watts for Seaside's Walk of Fame

Dear Bridgette,

It is my distinct please to recommend Ms. Ruthie Watts for a star on Seaside's Walk of Fame.

Ruthie has been an active member of the Salvation Army's Advisory Board for more than fifteen years.

She has served on our Red Kettle Kickoff committee, hosting several tables each year, helping to raise thousands of dollars to help serve our local community members.

She has given numerous hours helping with decorations for the Sabu Shake Sr, Family's Sabu Safari.

Ms. Watts volunteers at the Sabu Shake Sr. Good Samaritan Center bringing tablecloths and decorations for Thanksgiving and Christmas celebrations for our unhoused community.

She has helped financially with our Dress-A-Child event at Christmas time.

She has helped at the luncheons held for the Child Development Center staff and attended the graduations at the CDC.

Ruthie Watts is a valued member of our Corps, and we are better because of her involvement.

May the Lord bless you today,

John Bennett, Major
Corps Officer

Advisory Board
Robert Jensen - Chair
Kathleen White - Vice Chair
Devlin McGilloway - Treasurer
Judy Proud - Secretary

Morley Brown | Life Member
Julie Bullas
Doug Coates
Vera Coleman
Jackie Craighead
Wayne Downey
Ramsin Ganji
Elizabeth Heston
John Laughton
Douglas Lee
Daniel Silverie III
Christine Sinnott
Florence Snyder-Speck
Amy Treadwell
Ruthie Watts
Ron Weitzman
Kennedy White



MAR 30 2022

BROADWAY WALK OF FAME APPLICATION

Received

Name of Nominee: Dr. Bettye L. Lusk Mailing Address: [REDACTED]
 City / State: Seaside Phone: [REDACTED] E-mail: [REDACTED]

Applicant or Group: (if different from nominee): _____ Mailing Address: _____
 City / State: _____ Phone: _____ E-mail: _____

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition	☐	☐	Arts and Performing Media	☐	☐
Civics and Government	☐	☐	Community and Social Equality	☐	☐
Education	☒	☐	Environment and Conservation	☐	☐
Journalism and Literature	☐	☐	Outstanding Achievement	☐	☐

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.	☐	☐		☐	☐
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	☒	☐	Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	☐	☐
Bringing positive recognition to the city on a local, national, or global stage.	☒	☐	Volunteering or working in the community for five (5) or more years.	☒	☐
Contributing to the quality of life of our citizens.	☐	☐	Providing economic development or redevelopment activity.	☐	☐
Enhancing Seaside as a place to live, work, or visit.	☒	☐	Contributing significant historical impact.	☐	☐
Fostering the spirit of our community.	☒	☐	Extraordinary effort to overcome challenges to achieve contribution.	☐	☐
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.	☐	☐	Contributing to the health and safety of our citizens.	☒	☐
Providing positive opportunities for the future of our youth.	☒	☐	Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	☐	☐



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? **This question is informational and not related to the criteria section**	☒	☐

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Dr. Bettye L. Lusk has lived in the City of Seaside for over 48 years. She has a long distinguished career in education.

Dr. Lusk obtained a Bachelors of Arts, Counseling Degree, Doctorate Degree in Education, and Administrative Credentials.

Throughout her educational career and up to the present, she has worked diligently to better the lives of the Seaside citizens.

Dr. Lusk was appointed as the first female Principal at Seaside High School and has continued to serve on numerous

educational Board and Committees. To name a few: MPUSD School Board for numerous years (serving as President for many different years),

the NAACP, ACSA, Integration Task Force, a number of City Committees (like the Blue Zone, Mayor's Advisory), LULAC, County/State Educational

Boards/Committees. such as the CSBA (where she's Director-at-Large African American), and the CABSE Board of Governors, to

gather information and ideas to help the Seaside citizens,. Also, Dr. Lusk is First Lady Emeritus at Bethel Church and the President of Delta

Sigma Theta Sorority, Inc, where she enhances and impacts Seaside citizens through educational programs such as sponsoring tutorial and

mentoring programs for Seaside high school, middle school and elementary school students, Annual Health Conferences

Please attach petitions and/or letters of support from City community groups and organizations.

I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.

Signature: Lucille V. Standifer Print Name: Lucille V. Standifer Date: 3/30/22

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application



Continued - Dr. Bettye L. Lusk's Supplementary information and written justification for nomination

(that set various health workshops, feature speakers in the medical field, and honoring Senior Citizens 80+ years). Dr. Bettye L. Lusk participates annually in the Dr. Martin L. King, Jr. Celebration and has been an integral part during this pandemic, ensuring that the celebration continues virtually. She participates annually in the City's Black History Recognition Program.

Dr. Bettye L. Lusk's enthusiasm is contagious, which helps to make her a strong leader that inspires other to work collaboratively as a team for the betterment of Seaside. She does so much for Seaside citizens, from the very young to the very elderly. She visits the elderly periodically to just "Hi" (occasionally taking them cards, fruit, or flowers) and helps to make sure that if they have needs to get them taken care of.

Through her various interactions and activities with her Boards, Committees, Church, and organizations Dr. Bettye Lusk inspires and encourages Seaside citizens with knowledge she has gained, and also provides positive opportunities for Seaside youth through Delta Sigma Theta Sorority, Inc.

It is quite obvious that I have not been able to list all of the accomplishments and contributions that Dr. Bettye L. Lusk has and is still doing; however, I hope that I have been able to provide a small segment to enable the Committee to see why she needs to be honored. If you need further information or clarification PLEASE do not hesitate to contact me. My information is listed at the end of this additional information.

Without hesitation or reservation, I wholeheartedly nominate Dr. Bettye L. Lusk to be honored as one of Seaside Broadway Walk of Fame. A Chinese proverb says, *"A child's life is like a piece of paper on which every passerby leaves a mark."* Dr. Bettye L. Lusk has left her mark on many Seaside citizens and continues to do so in our great City of Seaside.

Submitted by:

Lucille Veronica Standifer

§ [REDACTED]

[REDACTED]

1501 [REDACTED]
[REDACTED]

Seaside, CA 93955



**BOYS & GIRLS CLUBS
OF MONTEREY COUNTY**

March 29, 2022

City of Seaside
400 Harcourt Avenue
Seaside, CA 93955

To whom it may concern,

I write this letter of support for one of Seaside's most highly respected educators and community leaders, Dr. Bettye Lusk. Dr. Lusk is revered in the educational community for her contributions as a principal, administrator and Board Trustee for the Monterey Peninsula Unified School District.

Dr. Lusk's servant leadership has produced generations of world-class professionals in the fields of science, technology, business, the arts and the world of sports. In addition, she has been a wonderful spiritual ambassador for the church community, supporting several local congregations beyond her beloved church home, Bethel Missionary Baptist Church. Local churches celebrating their anniversaries or other milestones can always count on Dr. Lusk to be in attendance.

Dr. Lusk is worthy of selection for the inaugural group of the Seaside's first Walk of Fame class. She continues to improve the quality of life for thousands of students annually at the district level and her grace, wisdom, passion and perseverance inspires others to follow her unwavering example. She has served her community of Seaside with dignity, courage and honor. I believe she is most deserving of this special public recognition.

Respectfully,

Ron Johnson
President & CEO

BOARD OF DIRECTORS

Pinney Allen
Andrea Bailey
Peter A. Baird
Ted Balestreri
Gordon Eubanks
Erin Fogg
Tom Gray
Butch Lindley
Joe Merenda
Robert Montgomery
Gina Nucci
Cynthia Peck
William Perocchi
Abdul Pridgen
Christina Romeka
Tim Stejskal
Edward Zander

EMERITUS DIRECTORS

Peter Blackstock
Brigitte Wasserman

EXECUTIVE STAFF

Ron Johnson
President/CEO

Ann Hasselbach
Chief Financial Officer

Andrew Vie
Chief Operating Officer

**SEASIDE CLUBHOUSE
CORPORATE OFFICES**

P.O. Box 97
1332 La Salle Avenue
Seaside, CA 93955
T (831) 394-5171
F (831) 394-4898

SALINAS CLUBHOUSE

85 Maryal Drive
Salinas, CA 93906
T (831) 757-4412
F (831) 394-4898

WWW.BGCMC.ORG

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF MONTEREY COUNTY is a 501(c)(3) nonprofit organization. All funds raised are used to support the organization's programs and services. For more information, please contact the organization at (831) 394-5171 or visit our website at www.bgcmc.org.

LORI A. MEDINA

duffela@me.com; (831) 917-6152

March 30, 2022

To Whom It May Concern:

I am writing you today in support of Dr. Bettye Jones Lusk's nomination for the Broadway Walk of Fame.

I have known Dr. Lusk for most of my life. She is a woman of high moral character, strong in her faith, and committed to the education and development of youth in our community. Dr. Lusk is a career educator for the Monterey Peninsula Unified School District as both teacher and administrator. When I attended Seaside High School, she was the Dean of Students, but went on to become the Principal there, serving in that capacity for 11 years.

After retirement, Dr. Lusk continued her educational advocacy when she was elected a Board Trustee for Monterey Peninsula Unified School District, an office she still holds.

Anyone that knows Dr. Lusk will tell you that she attends just about every educational and extra-curricular event held in this community.

Dr. Lusk is also a charter member and current President of the Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc., and organization for which I am also a member and current Treasurer. So, I can tell you that aside from her commitment, she is also a visionary. She dreams big dreams for our youth and pushes them to aspire for greatness. Over the years she has held numerous offices, and chaired many committees including, but not limited to the Health Conference Committee, Audit Committee, and Jabberwock Committee.

Dr. Lusk is also very collaborative, seeking to build coalitions across organizations to better serve our community. I can also attest to this as the Director of Social Services for Monterey County. In partnership with the City of Seaside, the Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. hosts an Annual Health Conference and recognition program. Dr. Lusk brought together various organizations, including the County Departments to share information on health and access to benefits.

So, It is with great pleasure that I support the nomination of Dr. Betty Jones Lusk for the Broadway Walk of Fame.

Sincerely,



Lori A. Medina, MSW

Director

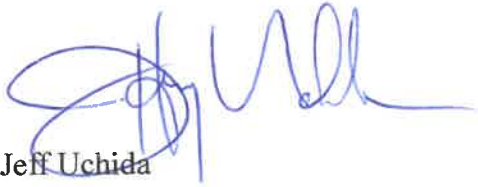
Monterey County Department of Social Services

(831) 917-6152

March 29 2022

To Whom it May Concern:

It is a honor and privilege to write a letter in support of Dr. Bettye Lusk a wonderful long time citizen of Seaside. I have been fortunate to have worked for and currently work with Dr. Lusk, first as a teacher at Seaside high school and now as a member of the MPUSD school board. I have always had the utmost respect for Dr. Lusk for her special ways she works with the Seaside community as a leader and a person who cares about the people she influences. Her leadership extends past her involvement in the schools as she is a pillar in the Seaside community, always ready to lend a helping hand or just listening to others in difficult times. It is without any reservation that I recommend any honor that the city of Seaside bestows on her behalf. Please feel free to contact me if there are further questions



Jeff Uchida

Monterey Peninsula Unified School District

Vice president/trustee area 1

To Whom It May Concern,

My name is Emari Gardenhire, a 12th grade student at Monterey High School and a four year participant of the Delta GEMS Program. This letter is dedicated to Dr. Bettye Lusk in which I have had the pleasure of learning and growing with throughout the years. In viewing the astonishing dedication and compassion Dr. Lusk has for the community, she is one of the greatest inspirations of this Peninsula. She understands that the community has a voice and she is always the first to tune in to create a change. Within the Delta GEMS Program, Dr. Lusk has become a mentor of wise words and is a daily reminder to the program that we will always have support and a strong family to call ours. She embodies that there is capability in achieving the goals you wish to achieve as long as you hold your head high and faith close to your heart. There have been many opportunities for the Delta GEMS to adapt in new environments, practice public speaking and communication, as well as allow us to gain a chance in community involvement such as participating in the Martin Luther King Jr. Parade, creating care kits and lunch bags for the homeless community, Valentine's Day appreciation bags for widows of the community, and more fantastic opportunities. In these opportunities. Dr. Lusk is a pillar within the educational communities ensuring that students are supported of voicing their opinions on changes and adaptations. In her attendance of athletic games, leadership classes, and school-spirited events, her presence is truly a light to the scene. The impact of allowing student's to have the chance on speaking for what they believe in resulted to more diversity groups within campuses, student involvement within the community through volunteering and interning, and motivating students to apply to college or continue in their education growth process.

In closing, Dr. Lusk has created a strong foundation within this Peninsula has been the biggest support system to all communities. We thank and appreciate her for the time, love, and prayers she has given us all.



Emari I. Gardenhire

12th Grade, Monterey High School

Zakia Lamb



Marina, CA 93933

March 30, 2022

To Whom it May Concern:

It is with great pleasure that I write this letter concerning the positive impact of Dr. Bettye Lusk in my life and community. I am a graduate student attending California State University Monterey Bay in the accredited School Psychology Program, and a mental health advocate. Dr. Lusk has been an impactful mentor and a role model in my life, my family's life, and many others. She is an educator and a fountain of resources for my community at large. She does not hesitate to lend a helping hand to those seeking education, and any form of growth. She even supports those who have no idea what to seek and inspires.

Dr. Bettye Lusk is a successful woman with many hats, and even still manages to always walks in her true authentic self. From my observation, she is a productive woman of color and faith, who is always willing to share her knowledge and uplift another. I am grateful that I have had the opportunity to observe, learn and be empowered by her.

Her work as a member of the Monterey Unified Board of Trustees exemplifies her desire to be of positive impact. I also believe that commending and acknowledging Dr Bettye Lusk's meaningful contributions to our community in the Broadway Walk of Fame would be fitting, as well as beneficial to future generations.

Sincerely

Zakia Lamb

A handwritten signature in black ink, appearing to be 'ZBL'.

CSU, Monterey Bay

School Psychology Student C/O 2024

CATEGORIES

Significant Contributions to:



GOVERNMENT
AND CIVICS



COMMUNITY
AND SOCIAL
EQUALITY



JOURNALISM
AND
LITERATURE



ARTS AND
PERFORMING
MEDIA



EDUCATION



HISTORIC
SIGNIFICANCE



ATHLETICS AND
COMPETITION



ENVIRONMENT
AND
CONSERVATION

Please note Historic Significance is now Outstanding Achievement and the emblem will be updated to reflect the category.

EXAMPLES



SEASIDE WALK OF FAME

Materials:

Outer:

Black sparkle grain
concrete

Inner:

Red concrete

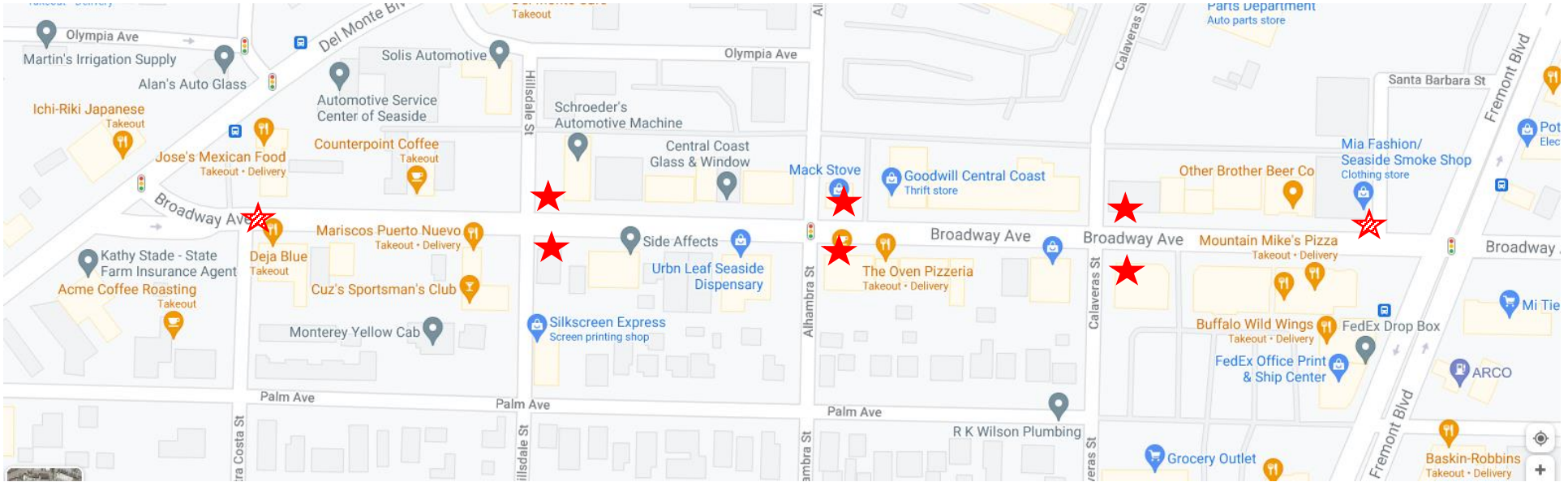
Lettering and Icon:

Brass inlay



Walk of Fame Initial Star Locations

Recommendations: Install two stars at each of the Intersections of Broadway with Hillsdale, Alhambra, and Calaveras (6 total)



★ Recommended locations

★ Tentative Placement of the Broadway Walk of Fame Title plaques









California State License Board
P.O. Box 26000
Sacramento, C.A. 95826
C.A. LIC# 1010708

Estimate for The City of Seaside

Tuesday, May 17, 2022

Broadway walk of fame concrete plaques

14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,082

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass circle
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour red concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . All clean up

FMG CUSTOM CONCRETE
1222 PROSPECT ST. SEASIDE CA.
93955
OFFICE: (831) 884-5999
CELL: (831) 869-1607

WORK ORDER

Customer Name: Ashley Collick, Asst. City Mgr
 Company: City of Seaside
 Address:
 Phone: 899.6812
 Email: ACollick@ci.seaside.ca.us

**TRUCKSIS ENTERPRISES INC**

BRANDING / SIGNAGE / GRAPHIC DESIGN
 PROMOTIONAL ITEMS - PRINT COLLATERAL

2700 Garden Road Monterey, Ca. 93940-5337
 831.647.8100 trucksis.com

CLIENT STATUS: established

ORDER DATE: 5/17/22

MFG TIME: 3.5-4 w. days

TERMS: 30 days

Prices reflects 3% discount
 pymt by check/cash

\$170.50 each + tax
 Double sided
 Medium Angled Flag
 w/ pole & ground stake kit.

*Complimentary / no charge for design set up.

*Delivered to Public Works Dept.

*Mfg time is currently about 3.5-4 w. days.



Turnaround times: 1.5 day 11:15 am. Standard: 2.5-3.5 w. days 2 pm & 3pm. No cancellations after work order approval.

NOTE: Should color accuracy be critical, client must provide a color paper proof with color call outs indicated. Add'l fee applies if correction needed

Size and alignment variances apply to all printed/dyed materials

Prices as indicated above, are estimates only. Changes and/or additions must be in writing. Delays caused by the client, special consultations, and all other work expense will be billed extra unless otherwise specified herein. After initial design, \$7.00 fee added per layout change. The design remains property of Trucksis Ent. Inc. Repeat orders do not necessarily guarantee exact color precision from previous order. Small size full bleed stickers may curl on edges; recommend 1/32" white border. We are not responsible for errors or omissions on approved finals. Proofreading layout and specs is clients responsibility. Finish products may have a variance in size of 1"-2". All printing orders are subject to slight overruns/underruns, possible ink/fabric imperfections. We are not responsible for files received with low size/low dpi at final output size or hidden layers. All agreements contingent upon strikes, machinery breakdown or delays beyond our control. 50% Deposit non-refundable due to out of pocket expenses. Estimates for installations are only estimates due to underground variables or obstructions at job site that impede progress. Sales tax and possible freight charges are excluded from above costs. 50% Deposit must arrive to office 3-5 days from date below. Purchase Order forms submitted wave deposit unless total exceeds \$3,000.00. Invoices not paid by term date incur 1.5% fee on total due for every month after 30 days. Signee agrees to carry fire, liability & other insurance. Trucksis Ent. Inc. will not be held responsible for accidents/damages due to underground /restricted height variables. prices valid 5 days

CLIENTS AUTHORIZATION TO PROCEED: _____

Date: _____

On May 16, 2022, at 3:05 PM, Ashley Collick <ACollick@ci.seaside.ca.us> wrote:

Hi Mary,

Apologies for the delay. We would like to go with this design. Please send me a quote for 12 flags please.

Thank you!



BROADWAY WALK OF FAME POLICY

I. Purpose

The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements as a community.

The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life in Seaside – who have, indeed, cast a long shadow on our City's history.

This program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate.

II. Eligibility Criteria

A. Broadway Walk of Fame Nominees must meet one of the following categories (no more than one category may be selected):

1. Athletics and Competition
2. Arts and Performing Media
3. Civics and Government
4. Community and Social Equality
5. Education
6. Environment and Conservation
7. Journalism and Literature
8. Outstanding Achievement

B. Broadway Walk of Fame Nominees must have made a consistent and positive impact in three or more of the areas listed below:

1. A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.
2. Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.
3. Bringing positive recognition to the City on a local, national, or global stage.
4. Contributing a significant historical impact.
5. Contributing to the health and safety of our citizens.
6. Contributing to the quality of life of our citizens
7. Expanding opportunities for the City of Seaside to become a destination of choice.
8. Extraordinary effort to overcome challenges to achieve contribution.
9. Fostering the spirit of our community.



10. Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.
11. Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.
12. Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.
13. Providing economic development or redevelopment activity.
14. Providing positive opportunities for the future of our youth.
15. Volunteering or working in the community for five (5) or more years.

III. **Broadway Walk of Fame Committee**

A. The purpose of the Committee is twofold:

1. The Committee is an ad hoc committee to the Council to make recommendations on the design of the star and to assist staff regarding placement recommendations on Broadway for the first cycle of the program.
2. The Committee will be responsible for reviewing applications and making nominee inductee recommendations to Council.

B. The Broadway Walk of Fame Committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of 7 members total.

1. To serve on the committee, members can not be affiliated with any of the nominees and must recuse from the voting process. Affiliations include but not limited to being a nominee, familiar ties, employee / employer connections and business interests. Committee members must inform staff of any conflicts and work with staff to ensure a transparent, defensible and fair process for the applicants.

B.2. Every member of the committee must be able to score all the applications.

IV. **Application Process**

Nominees will be inducted into the Broadway Walk of Fame program on an annual basis. Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration.

- A. In March of each calendar year, the City's Broadway Walk of Fame program will open the application period for nominations for the Walk of Fame. Applications will be accepted for a 30 calendar days.
- B. All complete applications received will be forwarded to the Committee for review and consideration.
- C. The Committee will review all applications and meet with applicants as needed to make a final recommendation to the Council at their next regularly scheduled meeting.



- D. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the Seaside community based on the eligibility criteria.
- E. A maximum of six inductees will be added to the Walk of Fame on an annual basis.
- F. All nominations will be given the same consideration without regard to the nomination source. Applications that do not meet the criteria set forth in this policy will be denied.
- G. The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied.
- H. A denial letter will be sent to the applicant detailing the reason(s) for denial. Applicants are eligible to re-apply in the following year if the criteria for their original application has been met.

V. Fees

- A. The applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs.
- B. The City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program.

VI. Recognition Ceremony

- A. Inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Broadway Walk of Fame" in downtown Seaside.

VII. Installation of the Plaques

- a. Stars will be installed in alphabetical order starting at Broadway and Contra Costa, moving clockwise towards Fremont and back towards Del Monte. Star locations will not be chosen by the applicant, or businesses. The businesses on Broadway will change over time and plaques will be placed in accordance with the policy and Council direction.

VII.VIII. City Council Review Process:

- A. The Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown.
- B. The City Council shall have the final authority to name and rename the commemorative star.
- C. Under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council.
- D. The Council has the authority to modify this program as needed in order to meet the policy objectives.



- E. The City Manager or designee will manage the Broadway Walk of Fame program and support the Committee in its assigned duties.

BROADWAY WALK OF FAME APPLICATION

Name of Nominee: _____ Mailing Address: _____

City / State: _____ Phone: _____ E-mail: _____

Applicant or Group: (if different from nominee): _____ Mailing Address: _____

City / State: _____ Phone: _____ E-mail: _____

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality		
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.			Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		



Bringing positive recognition to the city on a local, national, or global stage.			Volunteering or working in the community for five (5) or more years.		
Contributing to the quality of life of our citizens.			Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.			Contributing significant historical impact.		
Fostering the spirit of our community.			Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.			Contributing to the health and safety of our citizens.		
Providing positive opportunities for the future of our youth.			Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.		

Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? <i>**This question is informational and not related to the criteria section**</i>		

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:



Please attach petitions and/or letters of support from City community groups and organizations.

Signature: _____ Print Name: _____ Date: _____

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
BROADWAY WALK OF FAME PLAQUE INSTALLATION**

This agreement is made by and between the City of Seaside (City), and FMG Custom Concrete (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide 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 THIRTY SIX THOUSAND FOUR HUNDRED NINETY TWO DOLLARKS (\$36,492)
- 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 June 1, 2022 and terminate October 31, 2022.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its

officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage

for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Ashley Collick, Assistant City Manager, 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. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- b. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, FMG Custom Concrete, American Metal works and Monterey Signs shall perform the services described in this Agreement.
- b. FMG Custom Concrete 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 American Metal works and Monterey Signs 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: _____

CONSULTANT

By: Fermin Gonzales

Title: CEO FMG Custom Concrete

Address: _____

Dated: _____, 2022

City of Seaside:

By: Roberta Greathouse

Title: Acting City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

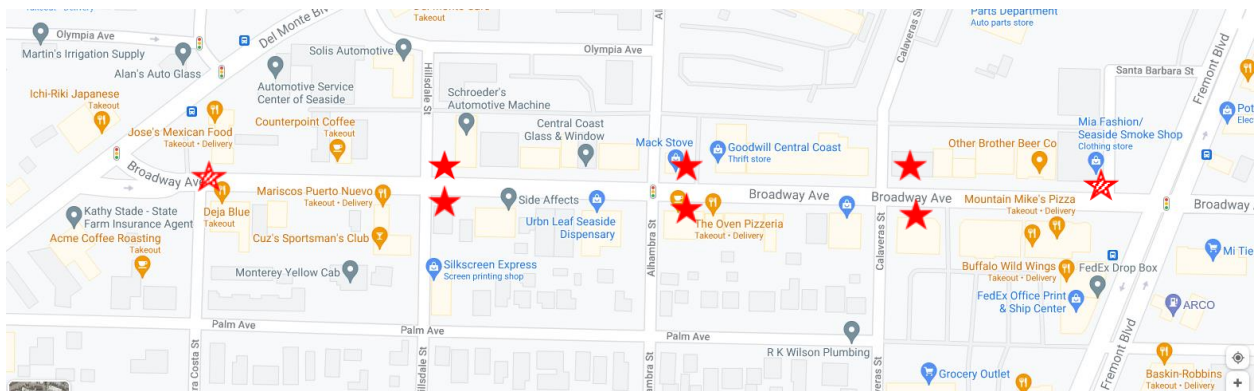
Consultant's Estimate of Services

Exhibit A

Scope of Work

1. Creation and installation of concrete "star" plaques on Broadway Avenue between Fremont and Del Monte.
2. Stars will be installed at the intersections of Broadway and Calaveras, Alhambra and Hillsdale.
3. Six stars will be installed in total with two at each of the specified intersections.
4. FMG will work with City Staff on the exact placement locations before installation.

Map of installation



- ★ Location of plaques
- ★ Tentative Placement for the title plaques

Exhibit B
Consultant's Estimate of Services



California State License Board
P.O. Box 26000
Sacramento, C.A. 95826
C.A. LIC# 1010708

Estimate for The City of Seaside

Tuesday, May 17, 2022

Broadway walk of fame concrete plaques

14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,082

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass circle
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour red concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . All clean up

FMG CUSTOM CONCRETE
1222 PROSPECT ST. SEASIDE CA.
93955
OFFICE: (831) 884-5999
CELL: (831) 869-1607



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 16, 2022

**SUBJECT: CONSIDER A REQUEST TO CLOSE BROADWAY AVENUE AND
FOR CO-SPONSORSHIP OF THE PROPOSED SUMMERTIME
VIBES ON BROADWAY ON JULY 23, 2022, AND AUGUST 27,
2022**

RECOMMENDATION

Consider a request from Deja Blue to close Broadway Avenue, City co-sponsorship, and to waive all costs associated with two days of the Summertime Vibes on Broadway in the amount of \$11,455.10.

BACKGROUND

Deja Blue is requesting a co-sponsorship, and for the City to waiver of all City costs and fees related to a proposed Summertime Vibes Event on Broadway Ave on July 23, 2022 and August 27, 2022, from 12:00 p.m to 6:00 p.m. A Special Event application was submitted and reviewed by staff and the Special Event Committee. Deja Blue will provide their own insurance coverage. Their music festival will have live music on two stages, 50 - 60 street vendors throughout the closure, and three food vendors.

Deja Blue is requesting the use of the city's portable stage, P.A. system, electrical access, portable toilets (2 ADA units and four standard units), multiple garbage and recycle bins placed throughout the event area, assistance with the removal of all trash after the event, foot patrol officers assigned for the duration of the event, and the road closure on Broadway Avenue from Fremont Boulevard to Del Monte Boulevard.

Staff has requested the following information:

1. **Provide proof of insurance:** Proof of insurance is pending. The insurance broker, United States Liability Insurance, J. Cartwright has initiated the coverage.

Documentation will be submitted if approved by the Council.

2. **Submit a vendor list including those providing entertainment:** The vendor list is attached, pending the entertainment names. The event coordinator stated having a mix of Jazz, Blues, and Rock musicians perform.

3. **Vendor Application fee:** The event organizer will be charging a vendor fee of \$75.00 and the fee will off-set the costs and the expenses of the event that will not be waived by the City, including the entertainment.

4. **The applicant requested 2 police officers for crowd control to be on foot patrol during the event:** The police department does not have the capacity to provide this service. Staff recommends the event organizers contract with a security company to provide the crowd control. Since the applicant has decided to forgo having a beer garden, they are requesting an exemption for having to provide security.

The following events / road closures are currently scheduled for West Broadway:

1. Gold Coast Rods – Hot Cars Cool Nights Car Show – June 24, 2022
2. Gold Coast Rods – Hot Cars Cool Nights Car Show – July 29, 2022
3. Exotic on Broadway - Car Show - August 20, 2022
4. Gold Coast Rods – Hot Cars Cool Nights Car Show – August 26, 2022
5. Gold Coast Rods – Hot Cars Cool Nights Car Show – September 30, 2022

Staff Recommendation

1. Approve the July 23, 2022, event and waive all fees and City costs associated with the event.
2. Deny the August 27, 2022, request due to the already approved road closure on August 26. Should the Council wish to approve two Summertime Vibes events, direct the staff to work with the applicant on an alternate date that does not conflict with other scheduled events.
3. Limit the vendor fee to \$75.00 for all food and craft vendors participating in the event.
4. Provide the City with the entertainment lineup and timeline for the event at least 5 days prior to each event.
5. Staff will coordinate with the organizer regarding repositioning the location of the restrooms to allow for easy pick-up and limit a prolonged road closure due to the units remaining on the street.
6. The applicant must ensure the street is cleaned and ready to be opened no later than 8:00 p.m.
7. Provide two security guards for the duration of the event.

Alternatives to Consider

The City Council could consider the following alternatives to the staff recommendation:

1. Approve the event for both days as requested with Co-Sponsorship, and waive all associated costs.
2. Approve the request for both days with some combination of the staff's

recommendations and other suggestions from the public and Council.

3. Approve the request for the road closure, but have require the applicant pay all associated costs.

4. Deny the request.

Staff has sent letters to notify Broadway businesses and residents about the proposed closure of Broadway from Del Monte to Fremont and the road closure was to be heard before the City Council on June 2, 2022, and has not received any negative feedback.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees and costs, which are applicable to this request:

July 23, 2022:

Public Works - Setup and Breakdown of Stage;	\$ 752.00
Public Works - Road Closure	\$2,975.55
<u>Public Works - Portable Toilets</u>	<u>\$2,000.00</u>
TOTAL	\$5,727.55

August 27, 2022:

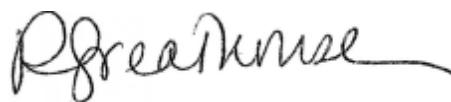
Public Works - Setup and Breakdown of Stage	\$ 752.00
Public Works - Road Closure	\$2,975.55
<u>Public Works - Portable Toilets</u>	<u>\$2,000.00</u>
TOTAL:	\$5,727.55

GRAND TOTAL FOR BOTH EVENTS: \$11,455.10

ATTACHMENTS

1. Deja Blue Fee Waiver Request and Special Event Application - 2022
 2. Deja Blue - Detailed Site Map for Event
 3. Deja Blue - Application to get Insurance
 4. Deja Blue - Potential Vendor List
 5. event application
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager


**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Deja Blue, Darryl Choates
Name of Applicant: Darryl Choates
Address: 500 Broadway Ave City: Seaside State: Ca
Phone: 831-920-8914 Email: dchoates@mbay.net

EVENT INFORMATION:

Event Title: Summertime Vibes on Broadway
Event Description: Music festival
Event Date: July 23, 2022 and August 27, 2022 Room(s) Requested: 9am till 7pm
Time (including set-up): 10am - Approximate Number of Guests: unknown

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Request for City of Seaside CoSponsorship
Including but not limited to, city movable stage & foot patrol officer
walking, road closure, portable toilets 2 disabled/ 4 regular to location
Have you received a Fee Waiver in the past? ☒ Yes, the event was on no ☐ No
What is your organization's tax identification number? 84-4012195
What percentage of your members or participants resides in Seaside? 100
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: Darryl Choate Date: 5/10/2022
DocuSigned by:
0EE0BD4312C8460...

(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

CONTACT INFORMATION:

Organization: Deja Blue -

Name of Applicant: Darryl Choate or Shannon Castro

Address: 500 Broadway Avenue City: Seaside State: CA

Phone: 831-920-8914 Email: dchoates@mbay.net

Day of Event Contact Name and Phone: Shannon Castro, 661-319-4034, castthought@gmail.com

EVENT INFORMATION:

Event Title: Sumer Time Vibes on Broadway

Event Category:

☐ Athletic / Recreation
☒ Celebration / Festival
☐ Carnival

☐ Concert / Performance
☐ Parade / March / Procession
☐ Other: _____

☐ Circus
☐ Dance

Event Date and Time: 06/25/22, 07/1, 07/23/22, 08/27/22 (if unable necessary ~~08/24/22~~)

Setup: 10:00 AM Event Start: 12:00 PM Event End: 6:00 PM Clean up: 6 -8 PM

Event Location: Broadway Avenue (Lower Broadway; four blocks between Freemont and DelMonte)

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.

A series of ^{Two} ~~three~~ festivals on the fourth Saturday of the month. The festival will include,

live music bands (2 stages; 1 at 500 Broadway and 1 at 877 Broadway), open air /sidewalk

business operations (local businesses open and sales/advertising booth in front of their storefronts,

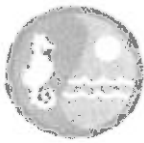
50-60 street vendors in the center of the street, 3 ~~mobile~~ food vendors, closed beer/wine garden

Number of Participants: ^{See - 1000} All Businesses on Broadway Event Benefiting: local businesses and artist

Federal ID # (if applicable): _____

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

Will admission be charged? ☐ Yes, tickets cost: N/A ☒ No



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6600

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

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

Request to close Broadway Avenue between Fremong and Del Monte to traffic

Beer/wine garden will be closed and restricted to individuals 21 yrs and older

How will the event be advertised and promoted? Website designed for the event, each businesses will advertise on their respective websites, flyers, and community calendars

Signs posted: Yard signs with approval from property owners, flyers in store fronts

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

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☐ Yes ☒ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☐ No

Number of Vendors? 60 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Complete vendor list is pending

Describe Merchandise

Local art, wares, and crafts, jewelry, clothing,

Will alcohol be served?

☒ Yes ☐ No

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

☐ Yes ☐ No

Parking arrangements: Open to suggestions for mapping the the City' streets/parking lots



**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):

Request for City law enforcement to participate in the event and provide community

officers to assist with crowd control. Volunteers to assist with directing individuals inside the event

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.)

Police, Fire, Recreation Department, Solid Waste & Recycling,

*Fire- only if there is a medical emergency.

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

Request for solid waste and recycling dumpsters to collect trash and recyclables

Other pertinent information or special requests: Request for stage and porta potties

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.

DocuSigned by:

Darryl Choate

Applicant Signature:

DFE0BD4312C8460

5/6/2022

Date:



**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
696 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.

DocuSigned by:

Applicant Signature: Darryl Choate
0EE6DB4241028460

Date: 5/6/2022



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, judgments, 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.

DocuSigned by:

Applicant Signature: _____

Darryl Choate
0EE0BD4312C4480...

Date: 5/6/2022

(For Office Use Only)

Authorization

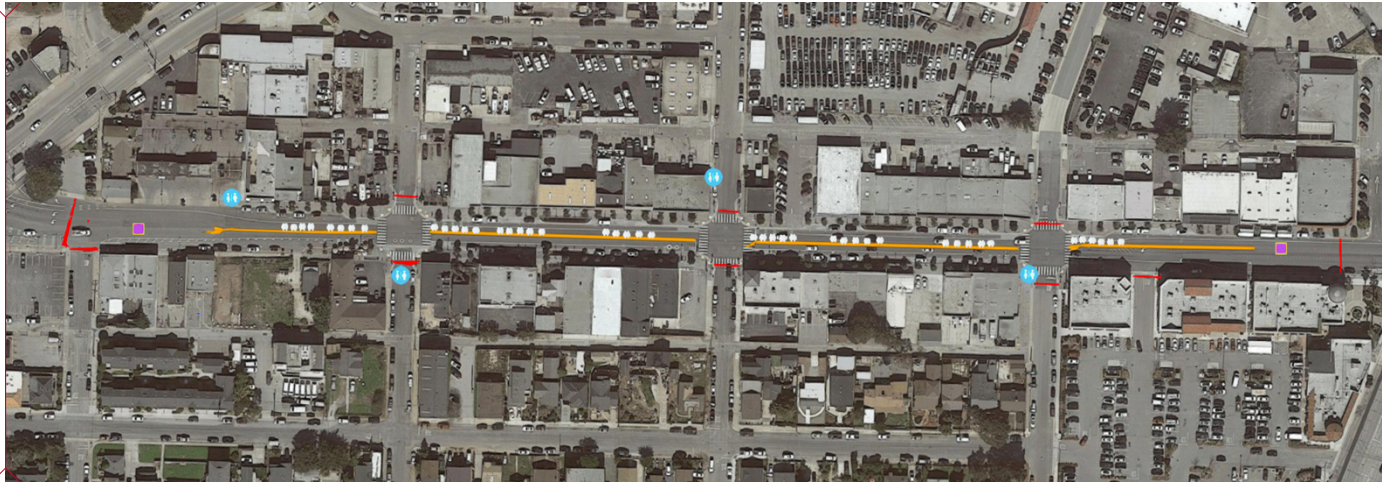
- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____



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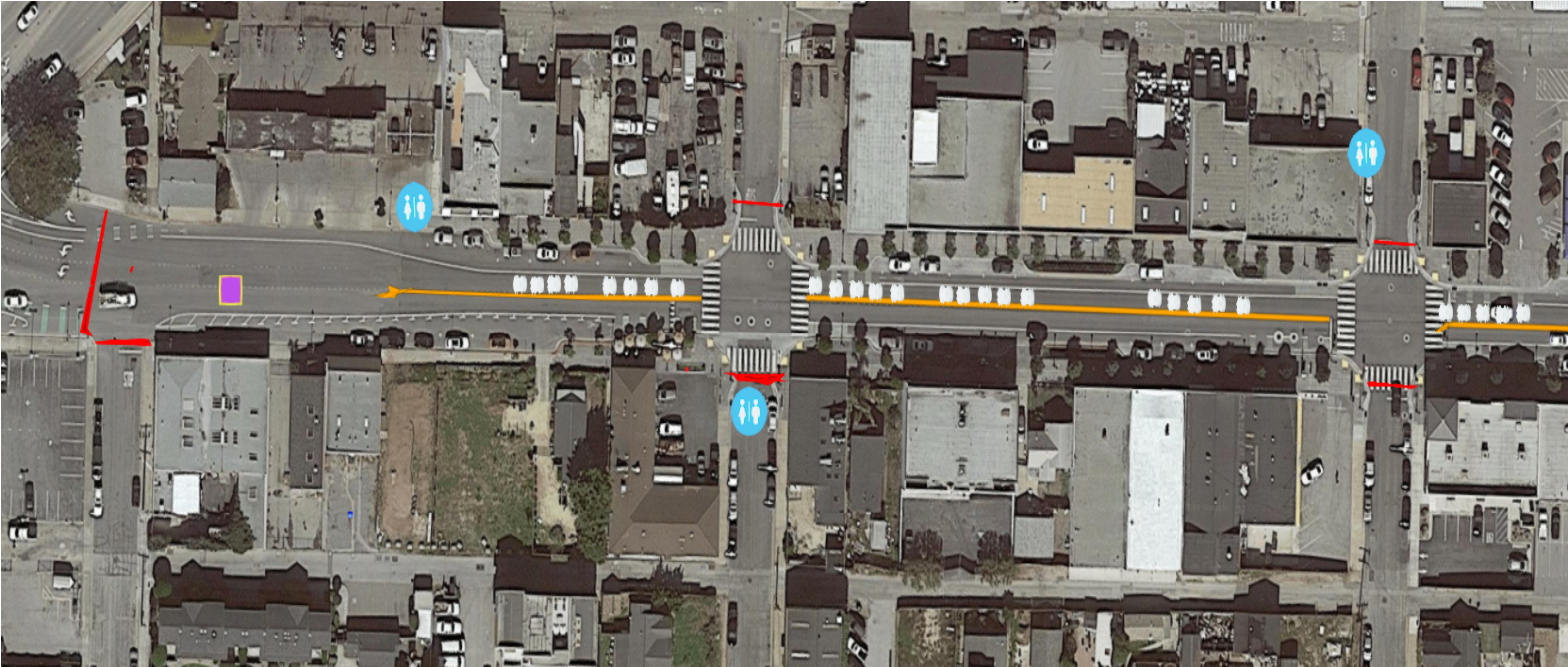


1. The street image includes Broadway Avenue between Del Monte and Freemont
2. Pink square located at Broadway on the Del Monte side is Stage #1
3. Pink square located at Broadway and Freemont side is Stage #2
4. Blue Circle /Restroom symbol are the location for the portable toilets
5. Yellow line with the white squares is the location of vendor tents

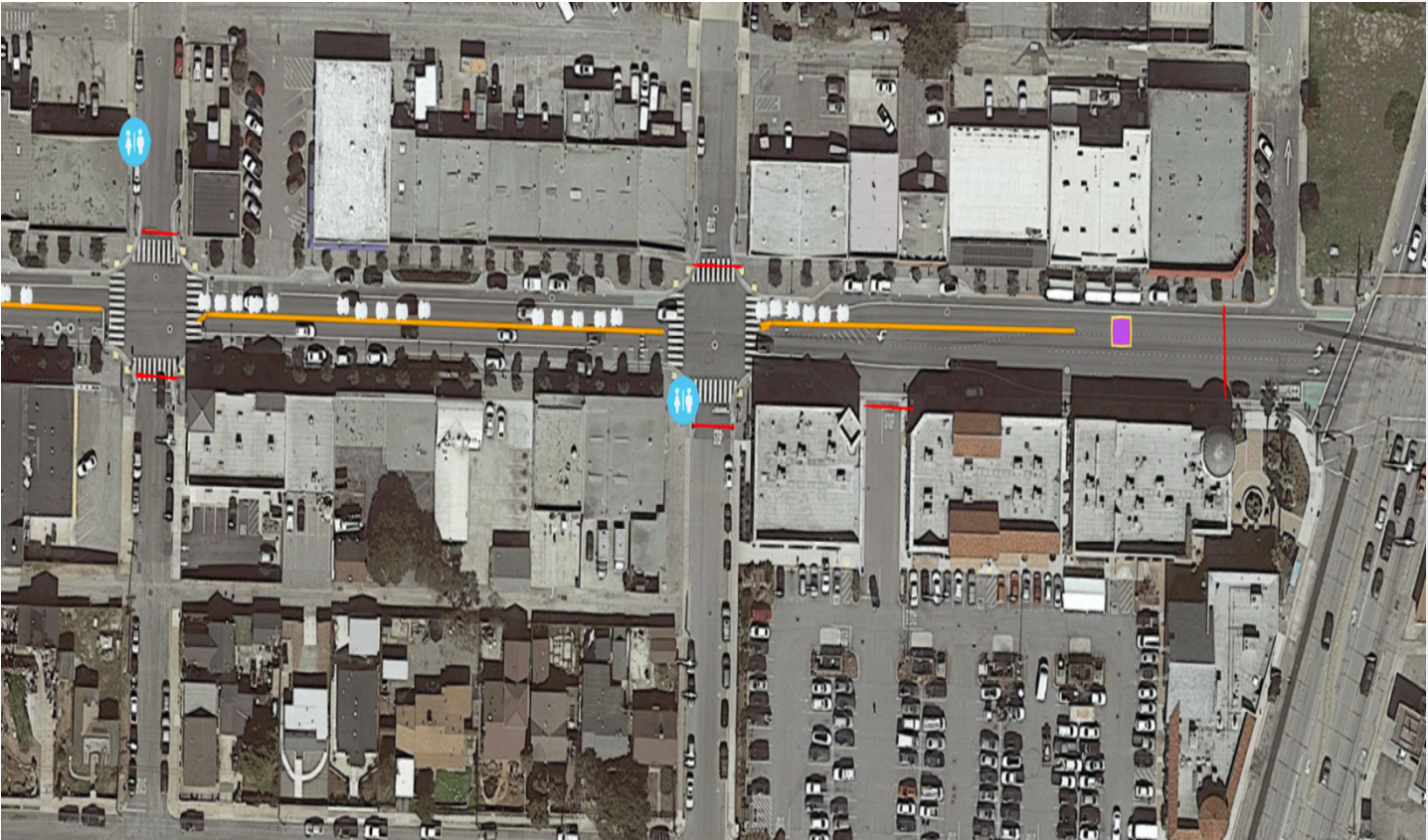
The tents will be located with in the city block and will not block any intersections

6. Red line located at each of the intersections are the areas that will be barricaded and/or blocks for no vehicle entrance

Street view/map – Broadway and Del Monte



Broadway and Fremont





Carmelita chapter #38
Order of the Eastern Stars
Prince Hall Rite of Adoption
State of California
500 Pacific Street
Monterey, CA 93955

June 6, 2022

Deja Blue, Seaside
Mr. Darryl Choate
500 Broadway Ave
Seaside, Ca 93955

Greetings Mr. Choate

Carmelita Chapter #38 is Honored to partner with you, and Deja Blue in your upcoming event, Summertime Festival on Broadway. Dates of this wonderful event is to take place July 23, 2022 and November 27, 2022

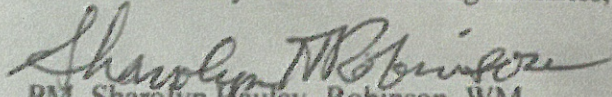
You have given our chapter the opportunity to partner and become a vender booth for drinks such as Soda's, Juice and Water.

It is agreed that we would supply the drinks and you would by the inventory that we do not sell. We are a Charitable Organization and we have a Non-profit Status We will provide our non-profit status for these 3 events only. EIN# 94-2542001

It is a wonderful opportunity for our Chapter to create partnerships and to generate funds to continue to help our community.

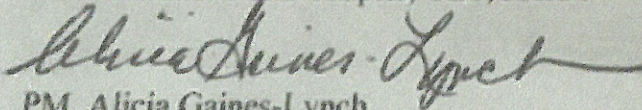
Thank you.

Yours in Charity Truth and Loving Kindness,


PM, Sharolyn Maulcy-Robinson, WM

Carmelita Chapter #38

Golden State Grand Chapter, OES, PHRA


PM, Alicia Gaines-Lynch

Carmelita Chapter #38

Golden State Grand Chapter, OES, PHRA



UNITED STATES LIABILITY INSURANCE GROUP
A BEDFORDHIRE HATHAWAY COMPANY

USLI.COM
888-523-5545

The Main Event® — Special Event Product

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN THE INSTANT QUOTE SECTION, SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past 3 years. If there is loss history, please detail the losses below.

TYPE OF EVENT

- | | | |
|---|--|---|
| ☒ Beer Garden/Beer Tent | ☒ Fund Raiser | ☒ Individual Vendor Booth |
| ☐ Car Show | ☐ Motor Vehicle Race/Show | ☒ Picnic |
| ☐ Concerts/Musical Performance | ☒ Competition or Shows | ☐ Sporting Event/Tournament |
| ☒ Conventions/Trade Show/ Exhibit | ☐ Parade | ☒ Wedding/Wedding Reception |
| ☒ Festival | ☒ Party/Social Event | ☒ Other (describe): |

Name of applicant: DEJA BLUE

(List only one legal & dba name. Do not include "etal", "etc." or other similar wording in the name.)

Describe applicant's role and responsibility in event: PROVIDE MUSIC ASSIST OF SET-UP/WORK WITH VENDORS

Location Address: BROADWAY AVENUE

☐ Same as mailing address

City: SEASIDE

State: CA

Zip: 92155

Dates of event: From: 7 / 23 / 2022 To: 8 / 27 / 2022

(If one day event, end date should be the same as start date. Quote will contemplate coverage for events continuing past 12:00 AM)

Desired coverage date(s): From: 7 / 23 / 2022 AND 8 / 27 / 2022

If event date(s) differs from desired coverage date(s), explain:

Is set-up and take-down coverage needed for additional dates?

☒ Yes* ☒ No

*If yes, what are the dates and what will this exposure include?

*Will there be any heavy machinery used such as bulldozer's, backhoes, excavators, or any other types of industrial machinery (small forklifts and light machinery are acceptable)?

☐ Yes ☒ No

Would you like to include a rain date?

☐ Yes*

☒ No

*If yes, what date?

FULL SCHEDULE/DESCRIPTION AND PURPOSE OF EVENT (Attach copy of brochure, website pages and flyer to this application or include details on all activities taking place):

Will there be any entertainment?

☒ Yes* ☒ No

*If yes, describe and include name of performers and acts: BOOKING AGENT (3) 3 MAN BANDS

Is there a website for this event?

☒ Yes* ☒ No

*If yes, provide website address: DEJABLUELIVE.COM

Name of additional insured:

Mailing address:

Additional insured's interest in event:

Coverage Desired:

☒ Commercial General Liability & Liquor Liability ☒ Commercial General Liability Only ☒ Liquor Liability Only

Limits of coverage desired:

COMMERCIAL GENERAL LIABILITY

ESTIMATED TOTAL ATTENDEES PER DAY: 2000

If applicant is an individual exhibitor/vendor, what is the estimated attendees per day anticipated to visit their booth?

Average age of attendees:

LIQUOR LIABILITY (IF COVERAGE IS DESIRED)

Hours of event: From: _____ AM/PM To: _____ AM/PM

If hours vary by date, describe: N/A

ESTIMATED NUMBER OF ATTENDEES CONSUMING ALCOHOL DAILY:

Is the applicant in the business of selling, serving or furnishing alcoholic beverages?

☒ Yes ☒ No

Is the applicant required to have a liquor license for the event (excluding licenses that are restricted to a host liquor exposure where event sales are not for personal monetary gain)?

☒ Yes ☒ No

2. Losses or claims during the past five years:

III. LIQUOR LIABILITY

1. Is applicant the sole vendor/server of alcohol at event? ☒ Yes ☒ No
- a. If no, list number of other vendors/servers serving alcohol: _____
- b. If there are multiple vendors, are all participating alcohol vendors/servers required to carry liquor liability limits for the event equal to or greater than our applicant? ☒ Yes ☒ No
2. Will alcohol be dispensed by a professional bartender or server that has taken a formal alcohol awareness training course? ☒ Yes ☒ No
3. Will alcohol be sold by applicant? ☒ Yes ☒ No
4. Is BYOB (Bring Your Own Bottle) or self-service of alcohol permitted? ☒ Yes ☒ No

IV. COMMERCIAL GENERAL LIABILITY

1. Will event feature any of the following:
- a. Mechanical rides/devices? ☒ Yes ☒ No
- b. Moon bounce, rock climbing wall, trampoline or similar rebounding devices, petting zoo or animal rides? ☐ Yes * ☒ No
- *(Please Note: Our policy specifically excludes injuries arising from moon bounces, trampolines, rock walls, petting zoos and pony rides).
- c. Firearms or fireworks? ☒ Yes ☒ No
- d. Overnight camping? ☐ Yes ☒ No
- e. Water hazards? ☒ Yes * ☒ No
- *If yes, describe: _____
- *Will attendees be permitted to swim, boat, jet ski or fish? ☒ Yes * ☒ No
- *If yes, describe: _____
2. Will the event use exhibitors, vendors, performers, contractors, sub-contractors or independent contractors? ☒ Yes * ☐ No
- *(Please note, injuries arising from exhibitors, vendors, performers, contractors, sub-contractors or independent contractors are excluded from our policy).
3. a. Describe security measures: DAY TIME EVENT 12pm-6pm, CITY OF SEASIDE POLICE
- b. If security is provided by independent contractors, are they required to carry their own insurance? ☒ N/A ☒ Yes ☒ No
4. If this is a CONCERT/MUSICAL EVENT, complete below: (Please note, coverage for injury to performers and entertainers is excluded from our policy).
- a. Name(s) of performer(s): _____ Describe type of music: _____
- b. Performers are: ☒ Local ☐ National
- c. Will pyrotechnics be featured? ☒ N/A ☒ Yes ☒ No
- d. Any special effects? ☒ N/A ☒ Yes * ☒ No
- *If yes, describe: _____
5. If this is a PARADE EVENT, complete below: (Please note, coverage for injury to parade participants is excluded from our policy).
- a. Has parade route been approved by local authorities and will route be secured by police? ☒ Yes ☒ No
- *If no, explain: N/A
- b. Are parade participants permitted to throw souvenirs, candy or other items into the crowd? ☒ Yes ☒ No
- c. Describe parade route from start to finish: _____
6. If this is an ATHLETIC EVENT, complete below: (Please note, coverage for injury to athletic participants is excluded from our policy).
- a. Describe athletic event: _____ b. ☒ Professional or ☒ Amateur
7. If this is a MOTOR VEHICLE RACE, RODEO, TRACTOR PULL OR TRUCK SHOW, complete below: (Please note, coverage for injury to participants is excluded from our policy).
- a. Is the venue designed specifically for this type of activity? ☒ Yes ☒ No
- b. Are metal or concrete barriers in place to ensure spectator safety? ☒ Yes ☒ No
- *If no, describe: N/A
- c. Are the barriers permanent? ☐ Yes ☒ No
- d. How high are the barriers? _____ What is the distance between the barriers and spectators? ☐ Yes ☒ No
- e. Are spectators ever permitted in the pit or infield area? ☒ Yes ☒ No
- f. If this is a rodeo, are the transfer areas between animal pens and the competition restricted from the general public? ☒ Yes ☒ No
- g. Will the event feature audience participation (i.e. calf scrambles)? ☒ Yes ☒ No

If this is a HEALTH FAIR/CONVENTION, complete below:

a. Will the event feature any medical or health treatment?

☒ Yes ☐ No

b. If this is a CAR SHOW/MOTOR VEHICLE SHOW, complete below: (Please note, coverage for injury to participants is excluded from our policy)

a. Do vehicles remain stationary throughout the show with the engines off?

☒ Yes ☐ No

b. Will the event feature burnouts, drag races or flame throwing?

☒ Yes ☐ No

V. ADDITIONAL APPLICANT INFORMATION

Form of Business: ☒ Individual ☒ Corporation ☒ Partnership ☒ LLC ☒ Other

Applicant's Mailing Address: Box 1103 (if different than the location address above)

City: Seaside State: CA Zip: 93955

Email Address of primary contact: DANIELA @ MARY INC Phone: 831-920-8914

Virginia Notice: Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

Minnesota Notice: The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia Fraud Statement: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement: You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Kentucky Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

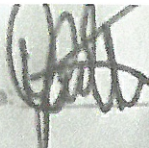
Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee and Virginia Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Signature: 

Title:

President

Date:

5/31/2022

Our state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail Agency Name:

License #:

Main Agency Phone Number:

Agency Mailing Address:

City:

State:

Zip Code:

Business	Contact	Phone	E-mail	website
Arroyo Candle Co		609-310-8437	marroyo30@icloud.com	www.arroyocandles.com
Bellas Boutique	Olivia Arredondo	831-229-2079		
Bill Bloom Ceramics		707-656-5553		
Blingy Sips	Renee Rathbun		renee@blingysips.com	www.blingysips.com
California Hats Co	Mario Garcia-Sierra	831-212-3869 Store- 559-316-7394	info@californiahats.store	
Campaign West	Torrie Prill			www.campaignwest.shop
Cigar Banquera - The Smooth Taste Cigar	Harry Hopkins	510-282-8399 510-561-5959	haroldbanquera@yahoo.com	
Designs by Roz	Ros Coloma-Guerrero	408-656-2181	rzncdesigns@gmail.com	www.rzncdesigns.com
Eclipse Creations	Carrie Bendel, Founder	831-275-5446	eclipsecreations831@gmail.com	www.eclipsecreations831.com
Elegant Toes		510-346-TOES 510-346-8637		eleganttoes.com
Engrafft	Derek W. Hanneman		engrafft@gmail.com	
EV & NO	Amanda Prairiewind Hess		everything.nothing03@gmail.com	
Faerie Goatmother	Julianne Bonnet, Owner		julianne@faeriegoatmother.com	www.FaerieGoatmother.com
Follow the Sun	Anastasiya Bachmanova, Artisit	808-232-7074	followingsunart@gmail.com	www.followthesunart.com
Fractured Art Co		925-350-4114	intsa	
Franco Studio	Franco		Francostudios408@yahoo.com	

Business	Contact	Phone	E-mail	website
Get Bent and Hammered	Kori Jenkins and Cameron Price	205-446-3481 205-955-0630		etsy.com/getbentand hammered
Giggle Magnets	Deborah Roberts, Owner	831-596-7019	gigglemagnets@yahoo.com	www.gigglemagnets.com
Git Lit Candles	Johnny Foster, owner	831-224-0269	johnnywickscandles@gmail.com	
Gneiss Wood - Custom Drifwood Etching	Ryan Houlihan	510-972-9003 (wood)	connect@gneisswood.com	www.gneisswood.com
Hand Crafted by Jerry	Jerry Miller, artist	831-722-4347	handcraftedbyjerry@gmail.com	
Handwoven Baskets	Kalimba	831-234-1240 831-818-6740	lashibi9@gmail.com	worldclassbaskets.company.site
Happy Nest		831-235-0989	happynestbouyique2@gmail.com	
Hardcore 5150	Rob	559-960-6095	hardcore5150apparel@gmail.com	hardcore5150apparel.com
His & her Rocks	Mark and Debra	408-658-4647 916-519-7813	hisandhersrocks@yahoo.com	hisandhersrocks.com
High Performance Edges	Sean Joseph	831-917-1330		Insta - BladeTechUSA
Highway 25 Designs			highway25Designs@gmail.com	www.H25D.com
HuarachesArtesanles	Julio Garcia	760-4093913	huarachesartesanales@yahoo.com	
Indoor Air Quality GME, LLC	George G	800-932-8163 c: 408-352-5127	gmeiaq1@gmail.com	2855 Stevens Creek Blvd Valley Fair Mall and 447 Great Mall Dr Milpitas CA 95035
John Chappell Design	John Chappell	831-624-5906	johnchappelldesign@yahoo.com	
KRAFTTEE			krafttee.90@gmail.com	
Leah Mark Designs			leahmarkdesigns.com	

Business	Contact	Phone	E-mail	website
Lutume		626-292-0003	lutume@yahoo.com	
Nature at Large Gallery	Evan Peers, Photography & Art	831-531-7117	evan@natureatlarge.com	
Old World Linen	Julia Sahl, Craftswoman Textile Designer	831-423-2907	oldworldlien@gmail.com	www.oldworldlinen.com
P&D Botanicals	Peter & Donna Bobbitt, Owners	831-234-2621	pdbotanicals831@gmail.com	www.pdotanicals.com
P&D Botanicals	Peter and Donna Bobbitt	831-234-2621	pdbotanicals831@gmail.com	pdbotanicals.com
Plants	Marbin Baotista		marbinbastista7@gmail.com	
Ray of Light Natural Beauty	Candace feldman		le.roinb@gmail.com	www.rolnb.com
Rhondini		408-410-2216	rhondini@att.net	
Ruby Cakes of Monterey	Ruby Selfridge	831-915-1551	rubycakesofmonterey@gmail.com	
Slouches Couches	Johnny Ray Beasley Sr., Owner	831-269-86009		
Sunrise Nursery - Watsonville	Tim Fernandes, Sales Manger	831-705-0946	timf23@gmail.com	
The Honey Ladies	Cheryl Low, Operations Manger	408-531-5045	cheryl@thehoneyladies.com	www.thehoneyladies.com
The Traveling Artist Co	Wendy Woods, Artist		TheTravelingArtistConsortium@gmail.com	www,TheTravelingArtistConsortium.com
The Traveley Rose	Rose Price	925-785-9371		@travelingRoseDesigns
Tita's Treasures	Gladys Privado	650-430-2759	gp.titas@gmail.com	
Tru Blue Studio	Carolina Avalos	831-566-2811	trendscal@gmail.com	trueblueindigo
Unique Body Art by Rick de la Luz	Rica De la Luz	831-435-9099	saredmud@gmail.com	

Business	Contact	Phone	E-mail	website
Willow Studios	Cat Cervantes	408-310-8155	cat@willowstudios.online	www.willowstudios.online
Zum Zum Tea	Anthony & Kimberly Chavez, owners	831-809-8331	support@sumsumtea.com	

Business	Address	Notes
Arroyo Candle Co		
Bellas Boutique		handcrafter hair bows and accessories
Bill Bloom Ceramics		Art - hand-crafted -
Blingy Sips		Magnetic wine charms *Has other vendors she will spread the word
California Hats Co		Western style hats
Campaign West		
Cigar Banquera - The Smooth Taste Cigar		Cigars and merch
Designs by Roz	Gilroy, CA	handmade signs and crafts - I interested and wants to know if she will need a city permit.
Eclipse Creations		
Elegant Toes	2415 San Ramon Valley Blvd. Ste 4-181 San Ramon CA 94583	Hand crafted original toe rings
Engrafft		Grafft art clothing & goods
EV & NO		hand crafted clothing designs (artisit designs fabric designs, and clothing items) Exceptional artist
Faerie Goatmother		
Follow the Sun		
Fractured Art Co		
Franco Studio		Original art work

Business	Address	Notes
Get Bent and Hammered		Hand crafted jewelry - stamped and engraved and bent metals - personnalized in minutes and priced right
Giggle Magnets		
Git Lit Candles		
Gneiss Wood - Custom Drifwood Etching		
Hand Crafted by Jerry		
Handwoven Baskets	PO Box 657 Soquel, CA 95073	Beautiful handcrafted/woven baskets
Happy Nest		
Hardcore 5150		Graphic T-shirts and clothing & homemade soda fountain
His & her Rocks		healing crystals, minerals, specimens, fossils, petrified & exotic wood sculptures (amazing)
High Performance Edges		Hand crafter - Bad Ass jewerely
Highway 25 Designs	Handmade in Hollister, CA	Handmade clothing
HuarachesArtesanles		handcrafted shoes and apparel
Indoor Air Quality GME, LLC	2855 Stevens Creek Blvd Valley Fair Mall and 447 Great mall Drive Milpitas CA 95035	Graphic T-shirts and clothing -
John Chappell Design		high quality art/leather Fossils, fountains, and fine jewelry (priced point - perfect) very interested
KRAFTTEE		handcrafted toys/dolls
Leah Mark Designs	Carmel By The Sea, Dolores St	

Business	Address	Notes
Lutume	2 N. El Molino St. Alhambra CA	handcrafted mini pots and plants
Nature at Large Gallery		
Old World Linen		
P&D Botanicals	1184 1/2 Via Del Sol Prunedale CA 93907	
P&D Botanicals	1184 1/2 Via Del Sol, Prundale Ca 93907	Artisans floral artists - fine soaps and body care
Plants		
Ray of Light Natural Beauty		Hand crafted jewelry
Rhondini		low priced jewelry and accessories
Ruby Cakes of Monterey		
Slouches Couches		
Sunrise Nursery - Watsonville		
The Honey Ladies	145 Dillon Aven Sutie I, Campbell, CA 95008	
The Traveling Artist Co		
The Traveley Rose		Handcrafted stylish dringware - Leather work - family lives in Marina
Tita's Treasures		fun/lively t-shirts, purses, accessories
Tru Blue Studio		Art - paintings
Unique Body Art by Rick de la Luz		High quality Henna body art; two artist

Business	Address	Notes
Willow Studios		Photography 1 Pic \$5; 2 Pic \$7 - backdrops and photo editing - printing on-site & electronic copies
Zum Zum Tea		

Business	Contact	Phone	E-mail	Address
Buffalo Wild Wings	Jay Orendorff	415-290-6106	BWW0416@inspirebrands.com	
Crab Bucket	Luna	510-493-0117		
Mountain Mikes	Julia	909-695-5012	juliastrande@gmail.com	
Eriiks Deli	Ken Mus---	610-892-1403	seaside@eriksdeliencode.com	
Salon 891 Broadway	Alma and Krista			
ElTexano Western Wear	Rudy Mendoza	831-710-0773	rudymendoza423@yahoo.com	
Elektren	Kelie Gray	203-832-6854	unionyogaca@gmail.com	
Tiny House Plus	Gary Toet	831-682-0049	garytoet1@gmail.com	
Jose's Mexican Food	Edgar Maldenado	831-917-9105	maldenadeedgar20@yahoo.co m	
Meilen Resturant	Klaus Georis	831-295-0952	klaus@meiligneresturant.com	
Kims Oriental Market				
Seaside Pawn				
The Oven		831-899-1762		720 Broadway Avenue Seaside CA 93955
Kitchen and Cabinets				
Automotive Paint				829 Broadway
T-moble				839 Broadway
Monterey Signs				855 Broadway
Meatery	Tod and Ada Fisher			
The Covenant		831-920-1817	thecoveant831@gmail.com	620 Broadway Ave., Seasdie Ca 93955
Other Brother Beer Co	Michael Nevares, Justine MiMauro Taproom Manager and Lauren Manning Event Coordinator		michael@otherbrotherbeer.co m	
Goodwill	Maryann Spadoni	831-601-0468		655 Broadway
La Caszuelas	Francisco Dmyo	831-915-0148		
Perfect Union	Kasey Munoz	661-440-1173		



TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. **City Manager's Administrative Approval:** The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. **City Council Approval:** City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



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- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



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- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



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VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.



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TEMPORARY STREET CLOSURE APPLICATION

Applicant Information	
Name of Applicant: Darryl Choate	Date: 5/6/2022
Mailing Address: 500 Broadway Avenue	City/ State: Seaside CA
Email: dchoates@mbay.net	Phone: 831-920-8914

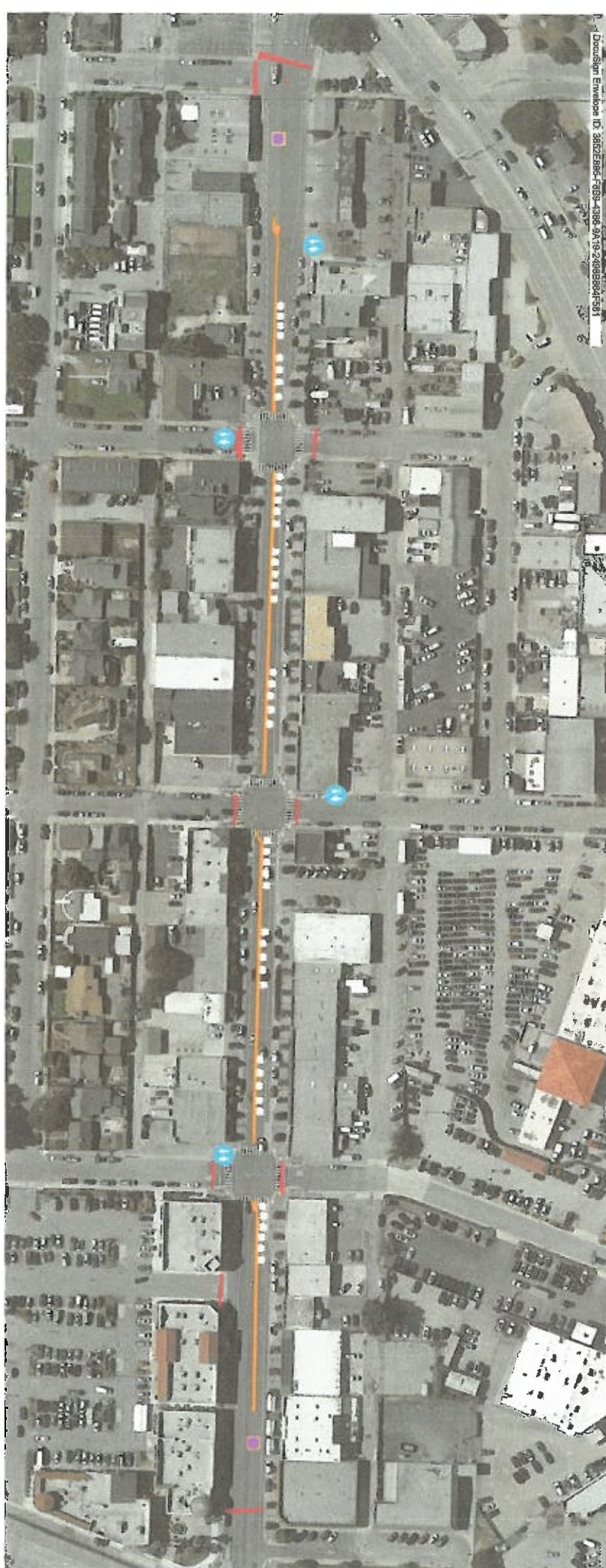
Street Closure Details		
Name of the Event / Purpose of Closure: Music Festival <i>Anticipate attendance - 500-1000</i>		
General Description: Music The downtown business owners of the City of Seaside are submitting a Special Events Application to host a music festival, "Summertime Vibes on Broadway." The festival will be scheduled for the fourth Saturday of the month in June , July, and August (08/05 , 07/23, and 08/27). The goal of the event is to support local businesses and will include all business owners located on Broadway Avenue between Freemont and Del Monte.		
Event Start and End Time: 12:00 PM	Estimated number of people in attendance:	
Date of Event: 08/05 , 07/23, and 08/27	Total Number of streets to be closed:	
Will alcohol be served? Yes	Will the event include live or amplified music?	
Streets to be closed (please attach a detailed site map of closure location): Broadway Avenue		
A: <u>Freemont</u> from to <u>Del Monte</u>		
B: _____ from to _____		
C: _____ from to _____		
Street close time: 10:00 AM	Street opening time: 7:00 PM	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	Yes	
If yes, please explain why and provide their locations: <i>Mobile food vendors</i>		
Are you planning to hire a security company for the planned closure?		No; request for City Police and Fire (<i>if there is a medical Emergency</i>)
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: <i>Darryl Choate</i>	Date: 5/6/2022	



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STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure	
This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)	
Noticing Date: 5/6/2022	
Name of Applicant: Darryl Charles	
Name of the Event / Purpose of Closure: Summer Time Vibes Music Festival	
Date of Closure: July 23, 2022 & August 27, 2022	
Start Time of Closure: 10am	End Time of Closure: 7pm
Streets to be closed:	
A: Fremont from to Del Monte	
B: _____ from to _____	
C: _____ from to _____	
Map of Closure:	
Map of Street Closure:	
To provide input on this application: Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting Provide public comment in person at the meeting.	
Meeting Date/Time:	Meeting Information:



Danvers Envelope ID: 3602885-7839-4388-9419-210838641531



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For Official Use Only

Engineering / Public Works Department		
Application Review Questions	Yes	No
Has the traffic control plan been submitted?		
Is the traffic control plan approved?		
Per the approved traffic control plan, is security being required for traffic control?		
Is the street closure application approved by the Engineering / Public Works Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	



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Signature:

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?		X
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	YES, THE ALLEY	
Is the street closure application approved by the Fire Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?	X	
If yes, what are the approval conditions? DO NOT BLOCK OFF ACCESS TO THE ALLEY'S		
Name of Dept. Head: Paul BLANKA	Title: DIVISION CHIEF	
Signature: Paul Blanka		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?	✓	
If required, has the applicant submitted Liability Insurance?		✓
Is the street closure application approved by Risk Management?	✓	
If no, what is the reason for denial:		
Is the street closure approved with conditions?	✓	
If yes, what are the approval conditions? (1) approval of PD; (2) provide insurance (3) name of bonds		
Name of Dept. Head: Robert Greathouse	Title: Acting City Manager	
Signature: R. Greathouse		

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____



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: June 16, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 3.81% INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2022, ACCORDING TO THE COST-BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY, INC.

RECOMMENDATION

Adopt a resolution increasing the GreenWaste collection rate by the contractually required rate of 3.81%.

BACKGROUND

On June 19, 2014, the City Council adopted Resolution No. 14-54 and entered into a new exclusive 15 year Franchise Agreement with GreenWaste Recovery to provide solid waste, recycling, and organics collection services for the City of Seaside. The Agreement provides a prescribed formula to determine annual rate adjustments, which become effective July 1st of each year. The formula includes the cost of disposal and processing ("tipping fee") at the Monterey Regional Waste Management District facility in Marina, inflationary indexes for adjustments to labor and operating costs, the cost of the City's Franchise Fee of 15%, and other regulatory fees. A 3.81% increase (the result of a \$233,865 shortfall in revenues) to rates is calculated for the next period. As an example, the residential 32-gallon rate will increase from \$24.42 to \$25.35, a total of \$0.93. "EXHIBIT C" shows the rate schedule effective July 1, 2022.

FISCAL IMPACT

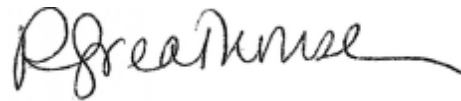
Any rate adjustments that result from the cost-based rate adjustment would change

costs to rate payers but will have no effect on City expenses. The Franchise Agreement has a 15% franchise fee of gross receipts. Any rate change provides a corresponding change in franchise fee revenue.

ATTACHMENTS

1. Resolution
 2. Exhibit A - Resolution 14-54 Approving the Franchise Agreement
 3. Exhibit B - Rate Adjustment Methodology
 4. Exhibit C - Proposed Rates
-

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 OF SEASIDE

APPROVING AN INCREASE TO THE CHARGES BY THE CITY'S FRANCHISED HAULER, GREENWASTE RECOVERY, FOR THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS, EFFECTIVE JULY 1, 2022

WHEREAS, the City of Seaside (City) entered into a Franchise Agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

WHEREAS, Section 8.2 of the Franchise Agreement requires annual inflationary adjustments to customer rates on July 1 of each year, as described in Exhibit E1 to the Agreement, based upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District on behalf of all of its member jurisdictions to assist with a review of GWR's request for an adjustment to customer rates submitted to the City on April 1, 2022; and,

WHEREAS, HF&H's calculation of the rate adjustments have been reviewed by City staff, and staff finds the calculations to be consistent with the methodology and requirements of the Franchise Agreement; and

WHEREAS, the rate review resulted in a 3.81% rate increase; and

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Seaside hereby approves a 3.81% increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling, and organics, effective on July 1, 2022, as shown in Exhibit C.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June 2022.

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

RESOLUTION NO. 14-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY**

WHEREAS, the City Council of the City of Seaside has a Franchise Agreement with the Waste Management, Inc. that is expiring in May 2015; and

WHEREAS, the City of Seaside staff has participated on the Monterey Regional Waste Management District's Technical Advisory Committee for several years; and

WHEREAS, the Technical Advisory Committee has conducted a thorough request for proposal process, reviewed all proposals received, and unanimously selected GreenWaste Recovery as the best proposal; and

WHEREAS, the City Council of the City of Seaside received a presentation by GreenWaste Recovery and a presentation by Waste Management, Inc. regarding the provision of garbage, recycling, and organics collection through a new franchise agreement; and

WHEREAS, on January 29, 2014, the City Council approved a resolution authorizing staff to negotiate a franchise agreement with GreenWaste Recovery; and

WHEREAS, the City Council has received public comment and reviewed and discussed the agreement at the June 5, 2014 Study Session

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign the final agreement with GreenWaste for the Franchise Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of June, 2014 by the following vote:

AYES: 5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES: 0	COUNCIL MEMBERS	None
ABSENT: 0	COUNCIL MEMBERS	None
ABSTAIN: 0	COUNCIL MEMBERS	None

ATTEST:


Lesley E. Milton, City Clerk

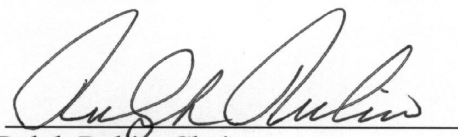

Ralph Rubio, Chair

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

General

The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Total Contractor's Compensation for the current Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Gross Receipts most-recently reported calendar year is the "Rate Adjustment Factor". The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation, the number of Customers, and the Service Level of Customers.

The Agency may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the Agency's invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable Pass-Through Cost. Regardless of Contractor's payment of costs associated with said review, Agency shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. Agency retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. Determine Actual Total Annual Cost of Operations. Contractor's financial statement, books, and records shall be reviewed to determine Contractor's "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:

- a. Labor-related costs
- b. Vehicle-related costs (excluding fuel)
- c. Fuel costs
- d. Other costs
- e. Depreciation costs

2. Calculate Allowable Costs. Contractor shall calculate "Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period by adjusting "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period (determined in accordance with A.1

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

above) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in A.1 above. Non-allowable costs that shall be deducted from actual costs include the following:

- a. Labor and equipment costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit G.
- b. Payments to directors and/or owners of Contractor unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the sole discretion of the Agency.
- c. Travel expenses and entertainment (above five thousand dollars (\$5,000) annually in total) expenses, unless authorized in advance by the City.
- d. Payments to repair damage to public or private property for which Contractor is legally liable.
- e. Fines or penalties of any nature.
- f. Liquidated Damages assessed under this Agreement.
- g. Federal or State income taxes.
- h. Charitable or political donations unless such donation is to a youth, civic, or charitable organization and has been previously approved in writing as an allowable expense by the Agency Contract Manager.
- i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G.
- j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the Agency and Contractor are adverse Parties.
- k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
- l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the Agency derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

- m. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.
- n. Goodwill.
- o. Unreasonable profit sharing distributions.
- p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
- q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by the Annual Percentage Change in the CPI.
- r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

3. Forecast Total Annual Cost of Operations. Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with A.2 above. The forecasts shall be performed in the following manner:

- a. **Forecasted labor-related costs** shall be calculated for the coming Rate Period by multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the ECI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the ECI.
- b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Fuel Index. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the Fuel Index.
- d. **Forecasted other costs** shall be calculated for the coming Rate Period by multiplying the allowed other-related costs, both direct and allocated, for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- e. **Forecasted direct depreciation expense** shall be the amount specified in Exhibit

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

G2 for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.

- f. **Forecasted allocated depreciation expense** shall be the amount specified in Exhibit G2 for vehicles, Containers, and facilities. Allocated depreciation expense is a fixed cost and not subject to inflation.
- g. **Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E3:
 - (1) Forecasted labor-related costs
 - (2) Forecasted vehicle-related costs (excluding fuel costs)
 - (3) Forecasted fuel costs
 - (4) Forecasted other costs
 - (5) Forecasted direct depreciation expense
 - (6) Forecasted allocated costs (depreciation)

B. Forecast Profit

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of eighty nine and three tenths percent (89.3%) as proposed by Contractor and described in Exhibit G-2. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations/Operating Ratio)-Forecasted Total Annual Cost of Operations

For Example:

- 1. Assuming an operating ratio of 92%
- 2. Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
- 3. Profit = $(1,000,000 / .92) - 1,000,000 = 86,956.52$

C. Forecast Pass-Through Costs.

Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

- 1. **Forecasted Disposal Cost.** Annual Forecasted Disposal Cost = (Tipping Fee at Approved Disposal Facility) x (total Tons of Solid Waste Collected for the most-recently completed calendar year).
- 2. **Forecasted Recyclable Materials Processing Cost.** Annual Forecasted Recyclable Materials Processing Cost = (Tipping Fee at Approved Recyclable Materials Processing Facility) x (total Tons of Recyclable Materials Collected for the most-recently completed calendar year)
- 3. **Forecasted Organic Materials Processing Cost.** Annual Forecasted Organic Materials

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Processing Cost = (Tipping Fee at Approved Organic Materials Processing Facility) x (total Tons of Organic Materials Collected for the most-recently completed calendar year)

4. **Forecasted Interest Expense.** Interest Expense is ninety thousand five hundred eight dollars (\$90,508) per year and shall not be adjusted over the Term of the Agreement.
5. **Forecasted Direct Lease Costs.** Direct Lease Costs are zero dollars (\$0) per year and shall not be adjusted over the Term of the Agreement.
6. **Forecasted Allocated Lease Costs.** Allocated Lease Costs are seventy three thousand four hundred sixty two dollars (\$73,462) per year and shall not be adjusted over the Term of the Agreement.

D. Forecast Agency Fees

1. **Forecasted Franchise Fee.** Forecasted Franchise Fees, which shall equal fifteen percent (15%) of the Forecasted Total Contractor's Compensation.
2. **Forecasted Administrative Fee.** The Forecasted Administrative Fee shall be in an amount prescribed by the Agency. If no revised Administrative Fee is provided by the Agency, the Administrative Fee paid to the Agency during the prior Rate Period shall remain in effect.
3. **Forecasted AB939 Fee.** The Forecasted AB939 Fee shall be in an amount prescribed by the Agency. If no revised AB939 Fee is provided by the Agency, the AB939 Fee paid to the Agency during the prior Rate Period shall remain in effect.
4. **Forecasted HHW Fee.** The Forecasted HHW Fee shall be in an amount prescribed by the Agency. If no revised HHW Fee is provided by the Agency, the HHW Fee paid to the Agency during the prior Rate Period shall remain in effect.
5. **Forecasted Vehicle Impact Fee.** The Forecasted Vehicle Impact Fee shall be in an amount prescribed by the Agency. If no revised Vehicle Impact Fee is provided by the Agency, the Vehicle Impact Fee paid to the Agency during the prior Rate Period shall remain in effect.
6. **Forecasted Litter Abatement Fee.** The Forecasted Litter Abatement Fee shall be in an amount prescribed by the Agency. If no revised Litter Abatement Fee is provided by the Agency, the Litter Abatement Fee paid to the Agency during the prior Rate Period shall remain in effect.
7. **Rate Application Review Costs.** An amount determined by the Agency to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit.
8. **Forecasted Total Agency Fees.** Forecasted Total Agency Fees shall equal the sum of the Forecasted Franchise Fee, Forecasted Administrative Fee, Forecasted AB939 Fee,

Franchise Agreement, Exhibit E2

Page E2-5

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Forecasted HHW Fee, Forecasted Vehicle Impact Fee, Forecasted Litter Abatement Fee,
and Rate Application Review Costs.

RATE ADJUSTMENT FACTORS

A. Operating Component Rate Adjustment Factor. The "Operating Component Rate Adjustment Factor" shall be determined by dividing the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Forecasted Interest Expense, Forecasted Direct Lease Costs, and Forecasted Allocated Lease Costs by the sum of the Actual Total Annual Cost of Operations, Profit, Interest Expense, Direct Lease Costs, and Allocated Lease Costs, rounded to the nearest thousandth.

B. Disposal Component Rate Adjustment Factor. The "Disposal Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Disposal Cost by the Disposal Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). The Disposal Component shall only be applied to Solid Waste Collection Rates and shall not be included in the calculation of Recyclable Materials Collection Rates, Organic Materials Collection Rates, or Special Charges.

C. Processing Component Rate Adjustment Factor. The "Processing Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Processing Cost by the Processing Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). This calculation shall be performed for the Forecasted Recyclable Materials Processing Cost for determination of Recyclable Materials Collection Rates. The calculation shall be performed separately for the Forecasted Organic Materials Processing Cost for determination of Organic Materials Collection Rates. The Processing Component Rate Adjustment Factor shall not be applied to Solid Waste Collection Rates or Special Charges.

D. Fee Component Rate Adjustment Factor. The "Fee Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Total City Fees by the sum of all Agency Fees, as described in Article 7 of the Agreement, paid to the City by Contractor over the most recent twelve (12) months, rounded to the nearest thousandth (1000th).

ADJUSTMENT OF RATES

Each then-current Rate component shall be multiplied by the associated component Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. All Special Charges shall be adjusted using the Operating Component Rate Adjustment Factor.

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$25.35	Included	Included
Curbside 64 Gallon	\$31.68	Included	Included
Curbside 96 Gallon	\$38.02	Included	Included
Low Income Rate	\$20.28	Included	Included
Senior Rate	\$12.21	Included	Included
Notes:			
See Exhibit B1 for specific service availability			
Vacation hold charge shall equal 75% of normal rate divided by 4, per week.			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$27.23	\$59.92	\$89.87	\$119.83	\$149.79	\$179.75
64-Gallon Cart	\$54.53	\$119.96	\$179.94	\$239.92	\$299.90	\$359.88
96-Gallon Cart	\$81.76	\$179.88	\$269.82	\$359.75	\$449.69	\$539.63
1-Cubic Yard Bin	\$107.82	\$232.21	\$342.56	\$433.28	\$541.11	\$629.56
2-Cubic Yard Bin	\$229.68	\$428.23	\$621.98	\$814.14	\$952.24	\$1,278.76
3-Cubic Yard Bin	\$337.50	\$619.46	\$857.95	\$1,207.81	\$1,493.35	\$1,842.85
4-Cubic Yard Bin	\$425.71	\$812.60	\$1,200.23	\$1,587.39	\$1,974.46	\$2,555.44
6-Cubic Yard Bin	\$616.93	\$1,161.86	\$1,835.27	\$2,238.82	\$3,058.92	\$3,670.92
8-Cubic Yard Bin	\$807.55	\$1,577.28	\$2,233.76	\$3,052.96	\$4,011.16	\$4,949.67
2-Cubic Yard Compactor	\$284.93	\$538.73	\$787.73	\$1,035.13	\$1,228.47	\$1,610.24
3-Cubic Yard Compactor	\$420.38	\$785.20	\$1,106.56	\$1,570.83	\$1,946.79	\$2,388.01
4-Cubic Yard Compactor	\$547.19	\$1,054.77	\$1,563.09	\$2,070.95	\$2,578.71	\$3,284.34

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$8.18	\$17.99	\$26.99	\$35.99	\$44.99	\$53.98
96-Gallon Cart	\$12.26	\$26.98	\$40.47	\$53.96	\$67.45	\$80.94
1-Cubic Yard Bin	\$16.17	\$34.83	\$51.38	\$64.99	\$81.17	\$94.43
2-Cubic Yard Bin	\$34.45	\$64.23	\$93.30	\$122.12	\$142.84	\$191.81
3-Cubic Yard Bin	\$50.63	\$92.92	\$128.69	\$181.17	\$224.00	\$276.43
4-Cubic Yard Bin	\$63.86	\$121.89	\$180.03	\$238.11	\$296.17	\$383.32
6-Cubic Yard Bin	\$92.54	\$174.28	\$275.29	\$335.82	\$458.84	\$550.64
8-Cubic Yard Bin	\$121.13	\$236.59	\$335.06	\$457.94	\$601.67	\$742.45
2-Cubic Yard Compactor	\$13.46	\$22.26	\$30.33	\$38.16	\$45.76	\$65.88
3-Cubic Yard Compactor	\$19.14	\$29.95	\$34.24	\$56.37	\$67.95	\$89.32
4-Cubic Yard Compactor	\$22.33	\$38.71	\$55.21	\$71.63	\$88.04	\$134.14

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$40.90	\$89.97	\$134.96	\$179.94	\$224.93	\$269.91
96-Gallon Cart	\$61.32	\$134.91	\$202.36	\$269.82	\$337.27	\$404.72
1-Cubic Yard Bin	\$80.87	\$174.16	\$256.92	\$324.96	\$405.83	\$472.17
2-Cubic Yard Bin	\$172.26	\$321.17	\$466.49	\$610.60	\$714.18	\$959.07

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$40.90	\$89.97	\$134.96	\$179.94	\$224.93	\$269.91
96-Gallon Cart	\$61.32	\$134.91	\$202.36	\$269.82	\$337.27	\$404.72
1-Cubic Yard Bin	\$80.87	\$174.16	\$256.92	\$324.96	\$405.83	\$472.17
2-Cubic Yard Bin	\$172.26	\$321.17	\$466.49	\$610.60	\$714.18	\$959.07
3-Cubic Yard Bin	\$249.87	\$458.62	\$635.19	\$894.20	\$1,105.61	\$1,364.36
4-Cubic Yard Bin	\$315.17	\$601.61	\$888.59	\$1,175.23	\$1,461.80	\$1,891.92
6-Cubic Yard Bin	\$456.74	\$860.18	\$1,358.75	\$1,657.51	\$2,264.68	\$2,717.77
8-Cubic Yard Bin	\$597.87	\$1,167.74	\$1,653.77	\$2,260.26	\$2,969.67	\$3,664.50

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$360.91	\$360.91	\$360.91	\$360.91
20 YD	\$523.35	\$523.35	\$523.35	\$523.35
30 YD	\$685.80	\$685.80	\$685.80	\$685.80
40 YD	\$848.25	\$848.25	\$848.25	\$848.25
31-40 YD R.O. Compactor	\$2,286.05	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,291.57	n/a	n/a	n/a
Per Ton	\$76.47	\$47.06	\$49.41	\$67.80

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$3.99
Cart Replacement	RES	\$79.86
Re-Delivery or Re-Start	RES	\$33.27
Cart Cleaning	RES	\$33.27
Non-Scheduled Collection	RES	\$25.29
Difficult to Service Cart	COM	\$1.33
Difficult to Service Bin	COM	\$3.99
Locking Bin	COM	\$66.55
Cart Replacement	COM	\$79.86
Cart Cleaning	COM	\$33.27
Bin Swap- Cleaning or Repainting	COM	\$99.82
Bulky - Recyclable	RES/COM	\$26.62
Bulky - Non Recyclable	RES/COM	\$33.27
Bulky - Event	RES/MFD	\$39.93
Covered Box	RO	\$99.82
Driver Time per Hour	RO	\$146.41
Dry Run or Relocation	RO	\$99.82
Extra Days	RO	\$33.27

*Note: Application of fees shall be as described in Franchise Agreement



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: June 16, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CITY MANAGER
APPOINTMENT AND EMPLOYMENT AGREEMENT**

RECOMMENDATION

Approve a resolution authorizing the appointment of Jaime Fontes as City Manager and the execution of the Employment Agreement.

BACKGROUND

The City of Seaside, with the assistance of Peckham & McKenney, conducted a nationwide recruitment for City Manager after receiving the notice of resignation from City Manager Craig Malin. The City received applications from a number of highly qualified applicants. After the initial screening, the Council engaged in a rigorous selection process that included two rounds of interviews with the City Council, interviews with the City's executive team, reference and background checks, and a leadership assessment.

At the conclusion of the selection process, the City Council selected Jaime Fontes to be the new City Manager of the City of Seaside.

The contract includes the following salary and benefits:

1. Annual salary of \$250,000.
2. \$400 per month auto allowance.
3. For up to one year, a temporary monthly housing reimbursement of \$1,666.67 to assist Mr. Fontes in moving, relocating to and living in the City.
4. Moving expenses not to exceed \$12,500.
5. Retirement, medical, dental, and leave provisions at rates consistent with the City's executive management team.

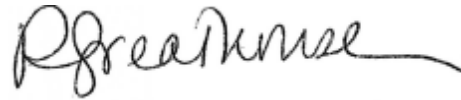
FISCAL IMPACT

The contract calls for payment at a level approximately \$62,000.00 higher than the amounts budgeted in the City Manager's Office budget for fiscal year 2022-23. Staff recommends reviewing the City Manager's budget at the annual mid-year budget review and adjusting the budget if deemed necessary at that time.

ATTACHMENTS

1. Fontes Employment Contract
 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

**CITY OF SEASIDE
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of June, 2022, between JAIME FONTES (hereinafter "FONTES") and the City of Seaside, a municipal corporation of the State of California, and other related entities of the City of Seaside (hereinafter "CITY"), collectively hereinafter referred to as "PARTIES", and is based on the following facts:

- A. CITY requires the services of a City Manager to assist the CITY on a full-time basis to conduct the day-to-day business of CITY.
- B. FONTES is willing and qualified to provide such services due to his experience, training, and education.

NOW THEREFORE, it is hereby mutually agreed by and between the PARTIES as follows:

SECTION 1. TERM, UNDERSTANDING, AMENDMENT

- A. The term of this Agreement shall commence upon the signature of both PARTIES and continue for a period of three (3) years unless terminated pursuant to SECTION FOUR of this Agreement. FONTES agrees to begin work as City Manager on July 1, 2022.
- B. The PARTIES recognize and affirm that:
 - 1. FONTES is an "at-will" employee whose employment may be terminated by the City Council without cause; and
 - 2. There is no express or implied promise made to FONTES for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between FONTES and CITY.
- C. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by FONTES and the City Council.
- D. The City Council shall evaluate FONTES' performance at least annually. FONTES will be evaluated after his first 6 months on the job and after that at least annually. As part of each annual performance evaluation FONTES shall submit a written statement of accomplishments for the preceding year, and planned work objectives for the forthcoming year, to the City Council prior to the performance evaluation meeting.

SECTION 2: DUTIES

- A. CITY agrees to employ FONTES as City Manager of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.

- B. FONTES shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- C. FONTES shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement and annually thereafter, FONTES must complete disclosure forms required by law.
- D. FONTES shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with his performance of his duties under this Agreement.
- E. FONTES agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, FONTES' availability and responsiveness are critical.
- F. FONTES represents that he has the professional skills necessary to perform, and that he will perform, the services in a skillful and professional manner. FONTES agrees that the services shall be performed in a manner consistent with practices usual and customary to the management of local government.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

In return for performing the duties and responsibilities outlined in this Agreement, CITY agrees to compensate FONTES as provided herein:

A. SALARY:

1. CITY shall pay a monthly wage of \$20,833.33 per month gross pay. The sum shall be the total of \$250,000 regular annual salary and \$17,500 deferred compensation annually, and FONTES may determine, annually, to receive any portion of deferred compensation as regular salary. This position is exempt under the Fair Labor and Standards Act (FLSA) and therefore FONTES will not be paid overtime compensation for any hours worked in excess of forty (40) hours per week. Payment for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from FONTES' compensation under this agreement.
2. It is recognized that FONTES must devote a great deal of time outside normal business hours to the business of CITY, and to that end FONTES will be allowed to take reasonable compensatory time off as he shall deem appropriate during normal business hours. However, it is the intent of the City Council that FONTES customarily maintains normal CITY business hours. FONTES may undertake limited consulting, teaching, writing or other such opportunities outside normal business hours, so long as the opportunities in no way conflict with his employment as City Manager and are preceded by notice to CITY.

- B. SALARY ADJUSTMENT: CITY may adjust FONTES' salary at a consistent percentage granted other management employees of CITY. All such increases in salary may occur six months after granted to other management employees while any future decrease to any employee group shall occur at the same time other employees are impacted. Any salary adjustment will occur at a regularly scheduled City Council meeting.
- C. VEHICLE ALLOWANCE: CITY shall pay an automobile allowance of \$400 per month for local transportation needs. FONTES is responsible for all fuel, maintenance and insurance in the use of his personal vehicle for local travel. Transportation needs beyond local travel will be reimbursed separately. As an alternative, CITY, as mutually agreed with FONTES, may provide a CITY vehicle for FONTES' use in his capacity as City Manager.
- D. SUPPLEMENTAL BENEFITS:
1. CITY shall provide the same type and extent of health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for FONTES and his dependents as provide to CITY'S other Executive Management employees as such benefits may be amended from time to time.
 2. FONTES shall accrue vacation leave at the rate provided any other CITY non-safety employee. FONTES will accrue up to 20 days per year, depending on years of service, which may be paid for unused time.
 3. FONTES shall accrue sick leave on a monthly basis at the highest rate provided any other CITY non-safety employee through his first 24 months; thereafter he shall accrue sick leave at half the highest rate provided to other CITY non-safety employees.
 4. Upon resignation or termination of FONTES will be compensated for all accrued vacation time and management leave to the date of termination or resignation.
 5. CITY shall provide FONTES long-term disability coverage. FONTES shall pay any employee contribution at the same level as other management employees.
 6. CITY shall provide FONTES with term life insurance in the amount of two (2) times FONTES' annual salary including all increases in FONTES base salary, provided however, that FONTES comply with the qualifying terms of the policy. FONTES shall pay any employee contribution at the same level as other management employees.
 7. CITY shall enroll FONTES in the CalPERS retirement system based on FONTES' status with CalPERS and shall make the employer contributions. FONTES shall pay any employee contribution at the same level as other management employees.
 8. FONTES shall receive forty (40) hours of administrative leave which has no cash value and 40 hours of management leave annually. Management leave may be cashed out at his option in accordance with established administrative procedures.

8. a. FONTES will receive a one-time sum 80 hours of administrative leave upon his start date of employment to be used in the first 18 months of employment. He will forfeit any of the 80 hours he does not use during his first 18 months.

9. For up to one year, CITY shall pay a temporary monthly housing reimbursement of \$1,666.67 to assist FONTES in moving, relocating to and living in the City.

10. For establishing temporary and permanent housing, including moving contents of FONTES' current home [more than 50 miles away], CITY shall pay the actual costs of moving not to exceed \$12,500 upon provision of receipt from the lowest of three qualified bids.

11. CITY agrees to pay for reasonable city-related business expenses incurred by FONTES in accordance with CITY policy.

12. CITY agrees to furnish FONTES with a computer, smartphone, and software for his use in performance of his job-related activities.

13. CITY shall pay such professional dues, subscriptions and memberships in such organizations as FONTES shall determine necessary to maintain professional relationships in appropriate national, regional, state and local associations as deemed desirable for continued professional growth, advancement and benefit to CITY.

14. CITY shall encourage attendance at the ICMA Annual Conferences and meetings where FONTES is representing the City at ICMA, APA Annual Conferences and League of California Cities Conferences.

15. With these exceptions, all other actions taken by CITY relating to benefits for executive management employees shall be considered actions granting the same benefits to FONTES. As used herein benefits include, but are not limited to, paid holidays , retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.

SECTION 4: RESIGNATION, TERMINATION AND SEVERANCE

A. FONTES may resign at any time upon providing CITY with at least thirty (30) days advance written notice of the effective date of his resignation. Upon receipt of such notice from FONTES, CITY may determine in its sole discretion that FONTES' service shall be continued for an additional thirty (30) days to adequately transition any ongoing work to CITY'S new permanent or interim City Manager. FONTES shall during such continuation period perform sufficient work pursuant to the terms and conditions ns of this Agreement in order to provide for an orderly transition. In the event FONTES terminates this Agreement prior to one year, FONTES shall only be entitled to compensation for the services performed up to the date of such termination, it being understood that any payments are full compensation for the services rendered under this Agreement.

B. The City Council may at any time terminate FONTES upon thirty (30) days advance written notice. Notwithstanding the term set forth in Section 1, if FONTES is

terminated without cause, he will receive a 6-month severance in base pay and health insurance benefits. If FONTES is terminated for cause, severance pay will not be paid.

- C. For the ninety (90) day period immediately following a general or special election at which a City Council member is elected to office, notwithstanding the Seaside Municipal Code, the City Council agrees not to terminate the services of FONTES without cause.
- D. Any deliberations and decision by CITY regarding the termination of FONTES' services shall be made in closed session in accordance with the Ralph M. Brown Act. Except where FONTES is charged with or alleged to have committed criminal misconduct or acts involving moral turpitude, if CITY has decided to terminate FONTES' services CITY shall provide FONTES the opportunity to resign in lieu of being terminated, and the parties shall cooperate regarding public announcements regarding FONTES' separation from CITY.
- E. If a breach of contract is declared by either CITY or FONTES written notice of the breach shall be delivered to the parties as set forth in SECTION 10 of this Agreement, and there shall be a thirty (30) day "cure period" from the date of delivery of said notice for CITY or FONTES to remedy the breach.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, by Resolution, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of FONTES provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

SECTION 6: INSURANCE

FONTES shall maintain minimum automobile insurance coverage of: (a) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per any one occurrence; and (b) property damage coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence.

SECTION 7: CONFLICT OF INTEREST

FONTES, by executing this Agreement, certifies that at the time FONTES signs this Agreement, and for the duration of same, FONTES does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of CITY hereunder, and the interests of such other client.

SECTION 8: ASSIGNMENT

The City Council is entering into this Agreement in consideration of the personal rendition of the services of FONTES, and FONTES shall not assign any of the duties, responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.
- C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions shall not be affected.
- D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.
- E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions ;
- F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.
- H. CONFIDENTIALITY: FONTES agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause but are not intended to keep FONTES from providing confidential information to appropriate CITY officials or other government officials in any investigatory as may be required by law or judicial proceeding of appropriate jurisdiction.
- I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.

- J. INDEMNIFICATION & DUTY TO DEFEND: The City will defend subject to the provisions of California Government Code Sections 995.2 and 995.4 and CITY shall defend, hold harmless and indemnify FONTES against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of FONTES' duties as City Manager except for civil, criminal or administrative actions solely and recklessly initiated by FONTES. The training and other requirements of Government Code 53235 and following and 53237 and following shall apply to the indemnification obligations herein.

SECTION 10: NOTICES

Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follow:

Mayor
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

w/email copy to cityattorney@ci.seaside.ca.us

Jaime Fontes
440 Harcourt Avenue
Seaside, CA 93955
{temporary address}

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CITY:

Ian N. Oglesby, Mayor

Jaime Fontes

ATTEST:

Dominique Davis, Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

RESOLUTION NO. 22-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER EMPLOYMENT
AGREEMENT WITH JAIME FONTES**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does as follows:

1. Appoints Jaime Fontes as City Manager, and
2. Agrees and accepts the terms and conditions outlined in the attached City Manager Employment Agreement
3. Authorize the Mayor to execute the Employment Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June, 2022, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby
Mayor, City of Seaside

ATTEST:

Dominique Davis
City Clerk