



AMENDED A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, September 15, 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. PRESENTATION OF THE KEY TO THE CITY TO MRS. ELLA RUTHIE WATTS
(MAYOR OGLESBY)

B. MONTEREY COUNTY BOARD OF SUPERVISORS CEREMONIAL
RESOLUTION HONORING THE CITY OF SEASIDE'S VACCINE ACTION
TEAMS WORK TO COMBAT THE SPREAD OF COVID 19. (MONTEREY
COUNTY DISTRICT 4 SUPERVISOR, WENDY ROOT-ASKEW)

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

D. COMMUNITY ENGAGEMENT PLAN FOR THE BROADWAY AVENUE

COMPLETE STREETS CORRIDOR PROJECT (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

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 AUGUST 25 AND SEPTEMBER 1, 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 July 2, 2022, through July 30, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending July 14, 2022, and July 30, 2022. Total Accounts Payable and Payroll for the above referenced period is \$5,038,490.83.

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 2, 2022 through July 30, 2022 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 14 & July 28, 2022. Total Accounts Payable and Payroll for the above referenced period is \$148,464.78.

E. PROCLAMATION COMMEMORATING THE 75TH ANNIVERSARY OF MONTEREY PENINSULA COLLEGE DISTRICT

RECOMMENDATION: Present a proclamation commemorating the 75th Anniversary of Monterey Peninsula College District.

F. PROCLAMATION DESIGNATING SEPTEMBER 26 TO SEPTEMBER 30, 2022, AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL

RECOMMENDATION: Approve a proclamation to recognize Stormwater Awareness Week and the efforts of City staff to protect water quality.

G. PROCLAMATION DESIGNATING OCTOBER 9-15, 2022, AS FIRE PREVENTION WEEK

RECOMMENDATION: Approve a proclamation designating October 9-15, 2022, as Fire Prevention Week which includes the theme "Fire Won't Wait, Plan Your Escape."

H. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON SEPTEMBER 30, 2022

RECOMMENDATION: Approve a request from Seaside High School to waive fees for Public Works and Police services in the amount of \$949.61 for costs associated with the 2022 Homecoming Parade on September 30, 2022.

I. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION FOR THE "DIA DE LOS MUERTOS" (DAY OF THE DEAD) CELEBRATION ON NOVEMBER 1, 2022

RECOMMENDATION: Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$351.38, the organization will pay the non-refundable portion of the deposit of \$98.25, and provide the City with proof of insurance.

J. APPROVE A FEE WAIVER REQUEST FROM VIBES AND SMILES INC. TO USE LAGUNA GRANDE PARK TO HOLD THEIR HARVEST FESTIVAL AND FARMWORKERS ESSENTIALS DONATION DRIVE ON OCTOBER 15, 2022

RECOMMENDATION: Approve the fee waiver request from Vibes and Smiles Inc. for the use of Laguna Grande Park to hold their 2nd Annual Harvest Festival and Farmworkers Donation Drive on October 15, 2022, in the amount of \$994.00, and require the organization to pay the non-refundable portion of the deposit of \$49.50, and provide the City with proof of insurance.

K. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL FOR THE WORK TO LEARN PROGRAM

RECOMMENDATION: Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with the Work to Learn Program.

L. ADOPT A RESOLUTION AMENDING THE ADOPTED 2022-23 MASTER FEE SCHEDULE, TO ADD THE PREVIOUSLY ADOPTED WATER CAPACITY FEES AND TO REDUCE THE FIREWORKS VIOLATION FINE TO \$1,000

RECOMMENDATION: Adopt a resolution approving the amendments to the

adopted 2022-23 Master Fee Schedule.

M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AND MENDOCINO AVENUE, ON OCTOBER 8, 2022, FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE

RECOMMENDATION: Adopt a resolution approving closure of Yosemite Street, between Broadway and Mendocino on October 8, 2022, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

N. ADOPT A RESOLUTION AUTHORIZING AN ADDENDUM TO THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ AND THE CITY OF SEASIDE

RECOMMENDATION: Adopt a resolution approving an addendum to the Sister City agreement between the municipality of Oaxaca de Juárez and the City of Seaside.

O. ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$152,000.00 TO THE FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PHASE 1A PROJECT FOR ADDITIONAL SOIL EXCAVATION AND HAULING, AND APPROVING \$152,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH RANDAZZO ENTERPRISES INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$734,385.20

RECOMMENDATION: Adopt a resolution:

1. Approving an appropriation of \$152,000.00 to the Fort Ord Military Reservation Property Deconstruction and Demolition Phase 1A Project from FORA Bond proceeds for additional soil excavation and hauling;
2. Approving \$152,000.00 in additional contingencies to the construction agreement with Randazzo Enterprises Inc. for a total construction amount that does not exceed \$734,385.20; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the construction agreement until completion of the project such that they do not exceed the total project construction amount.

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2021-2022

RECOMMENDATION: Adopt a Resolution to:

1. Approve the FY2021-22 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2021-22 CAPER to the

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE "FY 2021/2022 PAVEMENT REHABILITATION PROJECT" (PROJECT BUDGET ROLLED FORWARD TO FY 2022/2023), AWARDED A CONSTRUCTION CONTRACT TO GRANITE ROCK COMPANY FOR AN AMOUNT NOT TO EXCEED \$1,993,299.50, AND REVISING THE MEASURE X BOND STREET LIST TO INCLUDE KIMBALL AVENUE AND WHEELER STREET

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the "FY 2021/22 Pavement Rehabilitation Project"; awarding a construction contract to Granite Rock Company for an amount not to exceed \$1,993,229.50; establishing a 10% contingency for a total project construction amount not to exceed of \$2,192,629.45; authorizing the City Manager to execute the construction contract, approving amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications, and revising the Measure X Bond Street List to include Kimball Avenue and Wheeler Street.

B. ADOPT A RESOLUTION AUTHORIZING CONTRACT AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES TO PERFORM DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE "FY 2021/2022 PAVEMENT REHABILITATION PROJECT" (PROJECT BUDGET ROLLED FORWARD TO FY 2022/2023) FOR AN AMOUNT NOT TO EXCEED \$86,210.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Contract Amendment No. 9 to the professional services agreement with Harris & Associates to provide design, design services during construction, construction management, and inspection services for the "FY 2021/2022 Pavement Rehabilitation Project" for an amount not to exceed \$86,210.00.

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. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Acting City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

RECOMMENDATION: Agency Negotiators: Roberta Greathouse, Human Resources Director / Risk Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.
Employee Organizations: All full-time employees and employee associations.

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

Property: Phase 1A Campus Town generally located West of General Jim Moore Blvd. and East of First Avenue and south of Lightfighter Drive (APN 031-151-054)
Approximately 22.52 Acres
Agency Negotiators: City Manager, et. al.
Negotiating Parties: City of Seaside and KB-Bakewell Seaside Venture LLC
Under Negotiation: Price, Terms of Payment or Both

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

Property: A portion of APN 031-151-013 Approximately 5 acres of land generally bounded by Divarty to the North and Second Avenue to the East
Agency Negotiators: City Manager, et. al
Negotiating Parties: State of California and City of Seaside
Under Negotiation: Price, Terms of Payment, or Both

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

Property: A portion of APN 031-151-057 located generally east of General Jim Moore Blvd., West of Chapel Drive and North of Chapel Road
Agency Negotiators: City Manager, et. al

Negotiating Parties: United States Army and City of Seaside
Under Negotiation: Price, Terms of Payment, or Both

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

Monterey County Superior Court
Petrovich Development Company, LLC v. City of Seaside, et al.
Case No. 21CV003630

G. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION

Potential Litigation (2 Matters)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 6, 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.: 7.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: September 15, 2022

**SUBJECT: MONTEREY COUNTY BOARD OF SUPERVISORS CEREMONIAL
RESOLUTION HONORING THE CITY OF SEASIDE'S VACCINE
ACTION TEAMS WORK TO COMBAT THE SPREAD OF COVID 19.
(MONTEREY COUNTY DISTRICT 4 SUPERVISOR, WENDY ROOT-
ASKEW)**

RECOMMENDATION

Receive the presentation and accept the proclamation.

BACKGROUND

Monterey County District 4 Supervisor, Wendy Root Askew will present a resolution honoring the City of Seaside's Community Vaccine Action Team's work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside.

The vaccine action team was formed in January 2020, under the direction and leadership of Mayor Ian Oglesby and the Seaside City Council. Since its formation, the action team has met monthly, to pursue their mission to educate, brainstorm, reach out to the community by hosting community education forums in multiple languages, designing educational banners, combating vaccine hesitancy, conducting surveys and recording community member testimonials, among a number of other important tasks.

The action team is composed of community leaders, educators, physicians, faith-based organizations, community health care workers, local government, and city staff.

FISCAL IMPACT

Grant funded.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", written over a horizontal line.

Jaime M. Fontes, City Manager

Monterey County

Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final-Revised

Tuesday, August 23, 2022

9:00 AM

<https://montereycty.zoom.us/j/224397747>

Board of Supervisors

Chair Supervisor Mary L. Adams - District 5

Vice Chair Supervisor Luis A. Alejo - District 1

Supervisor John M. Phillips - District 2

Supervisor Chris Lopez - District 3

Supervisor Wendy Root Askew - District 4



Monterey County

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: CR 22-108

August 23, 2022

Introduced: 8/15/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution honoring the City of Seaside Community Vaccine Action Team's work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside. (Supervisor Askew)

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Resolution No.:

Adopt a resolution honoring **the City of Seaside Community Vaccine Action Team**'s work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside

WHEREAS, the City of Seaside Community Vaccine Action Team was formed in January of 2020 under the direction and leadership of Mayor Ian Oglesby and the Seaside City Council; and

WHEREAS, the Community Vaccine Action Team is comprised of community leaders, educators, physicians, faith-based organizations, community health care workers, local government, and city staff; and

WHEREAS, the Community Vaccine Action Team has met monthly since January of 2020. Their mission is to educate, brainstorm, reach out to the community by hosting community education forums in multiple languages, design educational banners, vaccine hesitancy surveys, record community member testimonials and walk door-to-door with COVID-19 vaccine information, ensure vaccine clinic information is kept up to date on the City of Seaside website and all city social media platforms, and is shared countywide; and

WHEREAS, the City of Seaside partnered with the Visiting Nurses Association, The Monterey County Public Health Department, Montage Health, Monterey Fire and Seaside Fire Department to provide COVID-19 vaccinations to thousands of residents in Seaside and the greater Monterey Peninsula; and

WHEREAS, the City of Seaside organized and hosted Fifty-Seven (57) free COVID-19 vaccine clinics in 2020; and

WHEREAS, the City of Seaside has organized twenty-three (23) free COVID-19 Vaccine clinics in 2022 and clinics also offer opportunities for free COVID-19 testing; and

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, honors **the City of Seaside Community Vaccine Action Team** for their life-saving efforts to reduce the spread of COVID-19 during the ongoing COVID-19 pandemic and wish them continued success in all of their future endeavors.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors

duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2021.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By _____
Deputy



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: September 15, 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 through August 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.

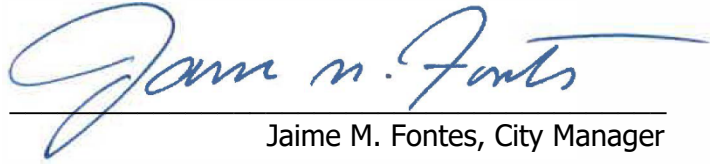
FISCAL IMPACT

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

ATTACHMENTS

1. AB361 Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, 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 months of April, May, and June 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 15th day of September, 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 OF THE
REDEVELOPMENT AGENCY

SPECIAL MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Monday, August 25, 2022
1:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 1:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco
ABSENT: Wizard

3. PLEDGE OF ALLEGIANCE

The pledge was led by City Manager Jaime Fontes.

4. PUBLIC COMMENT

Public comments for items not on the agenda: Rita Burks, Peter Kaiser

6. BUSINESS ITEMS

A. CONSIDER RESOLUTION OF THE APPOINTMENT OF NOMINATED CITY OFFICIALS AS IF ELECTED AT NOVEMBER 8, 2022, MUNICIPAL ELECTION AND CANCELLING THE NOVEMBER 8, 2022, CITY OF SEASIDE MUNICIPAL ELECTION OR HOLDING THE ELECTION

City Clerk Dominique Davis provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the resolution approving the appointment of nominated city officials as if elected in the November 8, 2022 Municipal Election and cancelling the November 8, 2022, City of Seaside Municipal Election.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: None
ABSTAIN: None
ABSENT: Wizard

Action: Adopted Reso #22-105

B. CONSIDER RESOLUTION RESCINDING RESOLUTION 22-81, CANCEL THE NOVEMBER 8, 2022, ELECTION, AND TERMINATE THE SERVICE AGREEMENT WITH THE SERVICES AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN THE CITY AND MONTEREY COUNTY REGISTRAR OF VOTERS

City Clerk Dominique Davis provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to rescind resolution No. 22-81 and authorize the City Manager to terminate the service agreement for the provision of election services between the City and Monterey County Registrar of Voters.

RESULT: 4-0-0-1
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco
NOES: None
ABSTAIN: None
ABSENT: Wizard

Action: Adopted Reso #22-106

7. ADJOURNMENT

With no further business, the meeting adjourned at 1:25 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, September 1, 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

A moment of silence was held and the pledge was led by Mayor Pro Tem Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Charles Williams, Ramona (NIC), Peter Kaiser, Pastor Kenneth Murray, Diane Nielson, Uli, Wes Lee

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

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

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

B. VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

Chief Gutierrez provided the presentation and responded to questions from the

Council.

C. INFORMATIONAL REVIEW OF THE COMMUNITY FACILITIES DISTRICT (CFD) AS A FINANCING MECHANISM (NBS GOVERNMENT FINANCE GROUP, CONSULTANT)

Sara Mares provided the presentation and responded to questions from the Council along with Finance Director Victor Damiani.

8. CONSENT AGENDA

Mayor Oglesby read the Consent Agenda. Item 8F was pulled by Council Member Campbell.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Mayor/Chair Oglesby and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda with the exception of item 8F.

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 #22-107

B. APPROVE MINUTES FROM AUGUST 18, 2022

Action: Approved

C. ADOPT A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$19,536.00

Action: Adopted Reso #22-108

D. ADOPT A RESOLUTION APPROVING CONSTRUCTION AGREEMENT AMENDMENTS WITH 101 BUILDERS FOR AN ALTERNATE EXTERIOR FINISH FOR THE FIRE STATION UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$64,177.17 AND APPROPRIATE \$103,713.17 FROM THE GENERAL FUND TO THE PROJECT BUDGET

Action: Adopted Reso #22-109

E. ADOPT A RESOLUTION GRANTING AN EASEMENT TO MARINA COAST WATER DISTRICT FOR THE ORD VILLAGE LIFT STATION

Action: Adopted Reso #22-110

F. ADOPT A RESOLUTION APPROVING THE PLANS FOR THE NOCHE BUENA EMERGENCY STREET STORM DRAIN IMPROVEMENTS PROJECT, APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS FOR AN AMOUNT NOT TO EXCEED \$279,455.00, APPROPRIATING \$350,682.00 FROM THE CAPITAL RESERVE TO THE PROJECT, AND DECLARING THE CONSTRUCTION WORK AN EMERGENCY

Council Member Campbell pulled the item to ask clarifying questions to Ms. Patel.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the plans for the Noche Buena Emergency Street Storm Drain Improvements Project, approving an agreement for contractor services with Monterey Peninsula Engineers for an amount not to exceed \$279,455.00, appropriating \$350,682.00 from the Capital Reserve to the project, and declaring the construction work an emergency.

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #22-111

G. ADOPT A RESOLUTION APPROVING AN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR FINAL DESIGN AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$12,780.00

Action: Adopted Reso #22-112

H. ADOPT A RESOLUTION ADOPTING THE LISTING OF BENEFITS WITH THE CITY OF SEASIDE'S EXECUTIVE MANAGERS

Action: Adopted Reso #22-113

I. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BLADE RUNNERS BASKETBALL

Action: Approved

J. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM

Action: Approved

K. APPROVE CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA FOR STREET SWEEPING AND GRAFFITI REMOVAL SERVICES ON HIGHWAY 218 FROM FREMONT BOULEVARD TO HIGHWAY 1

Action: Adopted Reso #22-114

L. PROCLAMATION DESIGNATING SEPTEMBER 2022 AS NATIONAL RECOVERY MONTH

Action: Approved

M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF PORTIONS OF CANYON DEL REY BOULEVARD, HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE ON SEPTEMBER 18, 2022, FOR THE CITY OF SEASIDE'S "OAXACA BY THE SEA" EVENT

Action: Adopted Reso #22-115

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

Action: Adopted Reso #22-116

9. PUBLIC HEARING

A. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION 2.42.130 APPENDIX - DESIGNATED EMPLOYEES (SECOND READING - ROLL CALL VOTE)

There were no comments from the public.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the amendments to Seaside Municipal Code Chapter 2.42 Conflict of Interest Code Section 2.42.130.

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Ordinance 2015

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ AND THE CITY OF SEASIDE

Assistant City Manager Ashley Collick provided the presentation and responded to questions from the Council. There were no comments from the public.

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor Agency moved to adopt a resolution authorizing the sister city agreement between the municipality of Oaxaca de Juarez and the City of Seaside.

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #22-117

B. DISCUSS AND PROVIDE DIRECTION TO STAFF REGARDING THE CITY'S PENSION LIABILITY AND STRATEGIES FOR MITIGATING INCREASING COSTS

Mike Meyer, from NHA Advisors, provided the presentation and Victor Damiani, Finance Director responded to questions from the Council. There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to direct staff to continue to prepay the annual UAL amount each July, in collaboration with NHA Advisors, vet and select a 115 Trust provider to be recommended to the Council at a subsequent meeting, implement a Pension Reserve policy to include an initial \$3 million investment into a 115 Trust followed by four \$500 thousand annual contributions to the trust. Thereafter, 20% of any realized year end surplus is contributed to the trust. A draft of the proposed policy would come forward to the City Council concurrent with the recommendation regarding a 115 Trust provider, and monitor interest rates on an ongoing basis and bring forward pension obligation bonds for Council consideration when rates are favorable.

AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: Campbell

ABSTAIN: None

ABSENT: None

Action: Direction provided to staff

C. ADOPT A RESOLUTION APPROVING THE CUTINO PARK IMPROVEMENTS PART 2 CONCEPT PLAN AND REALLOCATING \$250,000.00 FROM THE PUMP TRACK PROJECT TO THE CUTINO PARK PROJECT

Nisha Patel, Public Works Director/City Engineer presented the item and responded to questions from the Council along with Dan Meewis, Recreational Director, and Elizabeth Matz, from BFS Landscape Architects. There were no comments from the public.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Mayor/Chair Oglesby and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the Cutino Park Improvements Part 2 Conceptual Plan and reallocating \$250,000 from the Pump Track Project to the Cutino Park Project.

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #22-118

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

No new requests.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes reviewed previous requests from Council Member Wizard regarding RPFs and provided updates.

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read into the closed session items, and did not expect any action to announce out.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Human Resources Director / Risk Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All represented and unrepresented employees and employee associations.

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

Property: 1561 Del Monte Avenue, Seaside, CA 93955 (APN 011-301-010)

Agency Negotiators: City Manager, et al.

Negotiating Party: Foothill Partners, et al.

Under Negotiation: Price, Terms of Payment or both

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

Property: Phase 1A Campus Town generally located West of General Jim Moore Blvd. and East of First Avenue and south of Lightfighter Drive (APN 031-151-054)

Approximately 22.52 Acres

Agency Negotiators: City Manager, et. al.

Negotiating Parties: City of Seaside and KB-Bakewell Seaside Venture LLC

Under Negotiation: Price, Terms of Payment or Both

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

Potential Litigation (2 Matters)

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:52 p.m.

Respectfully submitted,

Kanisha D. Davis, Acting City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 15, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 2, 2022, through July 30, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending July 14, 2022, and July 30, 2022. Total Accounts Payable and Payroll for the above referenced period is \$5,038,490.83.

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:

- \$36,381.89 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 5/26/2022-6/24/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$25,000.00 to Community Partnership for Youth for Community social services

- grant reimbursement request for the period 7/1/22-9/30/22.
- \$217,911.00 to Monterey County for payment for FY2022/23 Q1 9-1-1 Dispatch Services.
 - \$17,936.82 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of May 2022 for the 13 Seaside motels/hotels.
 - \$31,470.97 to Monterey County Sheriff - Coroner for Criminal Justice Information System for the quarter ending 6/30/2022.
 - \$56,643.55 to Wallace Group for Prof. services for: the Del Monte Manor LID project through June 2022, Fire Station Upgrades during January & May 2022, Ellis Park CDBG project during May & June 2022; Campus Town Water Augmentation Project during May 2022, On call consulting services for the City water strategy during May 2022, Campus Town stormwater review services during May 2022, West-end Sand City construction Inspection during May 2022, & SCSD services for Fremont Sewer Upgrades during January & May 2022.
 - \$66,638.00 to Monterey Regional Waste for SB 1383 Cal Recycle Local Assistance Grant contribution and FY 21-22 share for SB1383 Implementation.
 - \$15,072.33 to Disaster Kleenup Specialists for Professional services for Asbestos Abatement at the City building located at 490 Broadway.
 - \$20,946.09 to Disaster Kleenup Specialists for On-call property clean-up services for the periods April & June 2022.
 - \$15,704.00 to SPCA of Monterey County for Animal services for the City of Seaside Police Department for the period January-June 2022.
 - \$18,584.00 to Sunbay Resort Associates for United Way rental assistance for 1 tenant for 11 months through 6/1/2022.
 - \$86,198.49 to U.S. Bank-CalCard for City of Seaside purchase card transactions for the billing period of 5/23/2022-6/22/2022.
 - \$87,820.40 to Harris & Associates for Professional services for: Noche Buena Emergency Storm Drain Repair during May-July 2022; Campus Town Demolition Phase 1 & 2 during May-July 2022; SCSD professional services for Del Monte Blvd Sewer Line Repair.
 - \$60,500.00 to The Village Project, Inc. for Community Social Services grant reimbursement request for the period Quarter 2 & Quarter 3 FY 2021-22.
 - \$25,000.00 to The Village Project, Inc. for Community Social Services grant reimbursement request for the period 7/1/2022 - 8/30/2022.
 - \$46,967.01 to Monterey County Auditor for LAFCO Budget allocation for the fiscal year 2022-2023.
 - \$53,010.00 to Monterey Peninsula Engineering for Prof. services for Del Monte LID Project through June 2022.
 - \$42,847.07 to Tracnet for Annual Maintenance for Tracnet software for the period 7/1/2022-6/30/2023.
 - \$10,039.55 to Securr for purchase of 4 trash/recycling receptacles.
 - \$22,393.50 to Action Council of Monterey County for Community Social Services grant reimbursement request for the period 4/1/2022 - 6/30/2022.

- \$13,200.00 to Koff & Associates for various recruitment services through 6/27/2022.
- \$35,026.43 to Herc Rentals for purchase of 1 warehouse forklift for 5000LP.
- \$14,970.00 to C&C Monterey Property Management, Inc. for United Way rental assistance for 1 tenant for 5 months through 3/1/2022.
- \$30,809.01 to Salinas Fire Department for reimbursement for Hazmat training for the City of Seaside Fire Department.
- \$29,051.34 to Sturdy Oil Company for Ethanol/Diesel Fuel delivered on 6/1/2022 & 6/30/2022; 55 gallons of CHV Delo 400 SDE 15-40.
- \$21,434.50 to Oppenheimer Investigations Group for fees for work performed in June 2022.
- \$13,837.40 to Seaside Housing LP for United Way rental assistance for 1 tenant for 13 months through 2/1/2022.
- \$56,380.00 to Central Coast VNA & Hospice, Inc. for CDBG reimbursement for Covid-19 testing during April, May, & June 2022.
- \$14,570.50 to Road 2 R.E.A.L.I.T.Y. for Community Social Services grant reimbursement request for the period 1/1/2022 - 6/30/2022.
- \$44,115.00 to Premo Roofing Company for roof replacement for the City Building located at 610 Olympia Ave.
- \$184,008.41 to 101 Builders, Inc. for Professional services for upgrades to the City Fire Station provided through 6/30/2022.
- \$806,197.68 to Computershare Corporate Trust for Debt service payment for the taxable pension obligation bond.

The Net Payroll and Payroll benefits total was \$1,576,655.31.

The remaining checks, totaling \$1,092,705.80, 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>

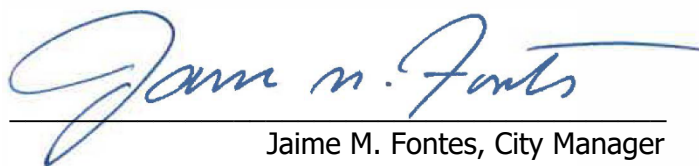
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. Below the line, the text "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

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

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 15, 2022

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 2, 2022 through July 30, 2022 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 14 & July 28, 2022. Total Accounts Payable and Payroll for the above referenced period is \$148,464.78.

BACKGROUND

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

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

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

- \$148,464.78 to U.S. Bank St. Paul for the debt service payment for the Successor Agency to the Redevelopment Agency of the City of Seaside 2014 Tax Allocation Bond.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: September 15, 2022

**SUBJECT: PROCLAMATION COMMEMORATING THE 75TH ANNIVERSARY
OF MONTEREY PENINSULA COLLEGE DISTRICT**

RECOMMENDATION

Present a proclamation commemorating the 75th Anniversary of Monterey Peninsula College District.

BACKGROUND

Monterey Peninsula College (MPC) commenced its operation on the campus of Monterey High School in September of 1947. Since this time, MPC has established itself as essential to the educational and cultural development of the Monterey Peninsula and has improved the lives of innumerable students, and by extension, their families and their communities.

MPC will celebrate its 75th anniversary throughout the 2022-23 academic year to commemorate this important milestone and to increase awareness of MPC's positive impact on its surrounding communities and the wealth of educational, professional, and personal enrichment opportunities it has to offer.

FISCAL IMPACT

None

ATTACHMENTS

1. Proclamation
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



75th Anniversary of Monterey Peninsula Community College District

WHEREAS, 75 years ago, in September of 1947, Monterey Peninsula College (MPC) commenced its operation on the campus of Monterey High School; and

WHEREAS, MPC's need to accommodate its growing student population became evident by 1957 when its enrollment approached 1,000 students, which led to the construction of its engineering building in 1958, the library in 1960, and the Art and Music Center and swimming pool in 1962; with continuing its expansion new buildings for business, humanities, life sciences, physical education, physical sciences, and social sciences a Lecture Forum, the College Theater, and the Student Center; and

WHEREAS, from 1971 to 1993, MPC operated an education center at Fort Ord, the former U.S. military base located in Northern Monterey County until its closure in 1994, benefiting the communities in the area, including armed forces personnel and their families; and

WHEREAS, in 1982-83, MPC and Community Hospital of the Monterey Peninsula entered into a partnership from which the Maurine Church Coburn School of Nursing was born, resulting in a generation of nurses who have cared for countless members of MPC's surrounding communities; and

WHEREAS, MPC continued to strive to meet the educational needs of its surrounding communities with the construction of its Library and Technology Center in 2003, the Child Development Center in 2007, the development of the Public Safety Training Center in 2009; and the Education Center in Marina in 2010; and

WHEREAS, MPC has hosted notable figures throughout its history, including James Baldwin, Joan Baez, William F. Buckley, Supreme Court Justice William O. Douglas, Aldous Huxley, Dr. Martin Luther King, Jr., Dr. Margaret Mead, Joyce Carol Oates, Dr. J. Robert Oppenheimer, Rosa Parks, Ronald Reagan, Eleanor Roosevelt, Pierre Salinger, Carl Sandburg, and Carlos Santana; and

WHEREAS, since its humble beginnings in 1947, MPC has established itself as essential to the educational and cultural development of the Monterey Peninsula and has improved the lives of innumerable students, and by extension their families and its communities; and

WHEREAS, MPC will celebrate its 75th anniversary throughout the 2022-23 Academic Year to commemorate this important milestone and to increase awareness of MPC's positive impact on its surrounding communities and the wealth of educational, professional, and personal enrichment opportunities and tools it has to offer.

NOW, THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognizes and commends Monterey Peninsula College on the eve of this special occasion, for its steadfast, 75 year-long commitment to transforming lives through education.

Ian N. Oglesby, Mayor
September 1, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Melissa Savage, Assistant Engineer

DATE: September 15, 2022

SUBJECT: PROCLAMATION DESIGNATING SEPTEMBER 26 TO SEPTEMBER 30, 2022, AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL

RECOMMENDATION

Approve a proclamation to recognize Stormwater Awareness Week and the efforts of City staff to protect water quality.

BACKGROUND

The City of Seaside operates a separate municipal storm sewer system (MS4) and is regulated under the Federal Water Pollution Control Act (Clean Water Act). Storm drains flow directly to our waterways. It is inherent that only rain should flow down the drain in order to preserve our natural ecosystems.

City staff often serve on the front lines of water quality protection. In preparation for the upcoming rainy season, city staff will undergo training on best management practices to ensure that our waterways are protected. This training is a part of a statewide effort called Stormwater Awareness Week which will be held September 26th through September 30th. The City is a member of a regional collaboration called the Monterey Regional Stormwater Management Program. This effort, which has spanned nearly 20 years, aims to cost-effectively and consistently meet our Clean Water Act requirements.

FISCAL IMPACT

There is no fiscal impact with the Council action.

ATTACHMENTS

1. 2022 Stormwater Awareness Week Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", written over a horizontal line.

Jaime M. Fontes, City Manager

City of Seaside
PROCLAMATION



Stormwater Awareness Week
September 26 – September 30, 2022

WHEREAS, the water quality of our local water resources are of vital importance to sustainable communities and to the health, safety, and well-being of the people of this community; and,

WHEREAS, it is in the public interest for the citizens, staff, civic leaders, business interests, and children in our community to gain knowledge of and maintain a progressive interest and understanding of stormwater and the protection of our water resources; and,

WHEREAS, stormwater is increasingly considered a resource for our community, where every drop counts as demonstrated by its contributions to groundwater recharge; and,

WHEREAS, City Staff often serve as the front line of water quality protection; and,

WHEREAS, Since 2002 the City has participated in a regional collaboration called the Monterey Regional Stormwater Management Program (MRSWMP) to implement local Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Permit Requirements under the Clean Water Act in a consistent and cost-effective manner; and,

WHEREAS, the year 2022 marks ten years of the annual Stormwater Awareness Week, a statewide effort to train agency and municipal staff on stormwater and water quality issues;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week September 26 – September 30, 2022 as STORMWATER AWARENESS WEEK, and extends appreciation to City Staff and the public for their dedication to protecting water quality and our waterways.

Ian N. Oglesby, Mayor
September 15, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Mary Gutierrez, Fire Chief

DATE: September 15, 2022

SUBJECT: PROCLAMATION DESIGNATING OCTOBER 9-15, 2022, AS FIRE PREVENTION WEEK

RECOMMENDATION

Approve a proclamation designating October 9-15, 2022, as Fire Prevention Week which includes the theme "Fire Won't Wait, Plan Your Escape."

BACKGROUND

The City of Seaside is committed to ensuring the safety and security of all those living in the community. Every year, the Fire Department hosts a public educational open house for the community. This year the open house will take place on Saturday, October 9, 2022, from 7:00 a.m. to 4:00 p.m.

The community will have an opportunity to observe fire prevention demonstrations, interact with firefighters and see many pieces of fire apparatus.

This year National Fire Protection Association (NFPA) has made the theme of fire prevention education week " Fire won't Wait, Plan your escape."

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Proclamation
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

CITY OF SEASIDE PROCLAMATION



OCTOBER 9-15, 2022 FIRE PREVENTION WEEK

WHEREAS, the City of Seaside is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, Fire Prevention Week is the longest-running United States public health observance on record; and

WHEREAS, Fire Prevention Week will celebrate its 100th anniversary October 9-15, 2022; and

WHEREAS, this year the theme is Fire Won't Wait, Plan your Escape; and

WHEREAS, it is critical to develop a home escape plan with all members of the household and practice it regularly; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, seventy four (74%) of all US fire fatalities occur in home fires; and

WHEREAS, homes today burn faster and hotter than they used to, minimizing the amount of time families have to escape safely; and

WHEREAS, in a typical home fire, you may have as little as two minutes to get out from the time the smoke alarm sounds; and

WHEREAS, City of Seaside residents should be sure everyone in the home understands the importance of developing a home escape plan in the event of a fire; and

WHEREAS, City of Seaside residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of Seaside residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, City of Seaside first responders are dedicated to reducing the occurrence of home fires and home fire injuries through education and prevention; and

WHEREAS, City of Seaside residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

THEREFORE, BE IT PROCLAIMED, that, I Ian N. Oglesby, Mayor of Seaside do hereby proclaim October 9-15, 2022, as Fire Prevention Week, and I urge all the people of City of Seaside to "Fire won't wait, Plan your Escape" for Fire Prevention Week 2022 and to support the Fire Department Open House scheduled for October 8, 2022.

*Ian N. Oglesby, Mayor
September 15, 2022*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 15, 2022

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON SEPTEMBER 30, 2022

RECOMMENDATION

Approve a request from Seaside High School to waive fees for Public Works and Police services in the amount of \$949.61 for costs associated with the 2022 Homecoming Parade on September 30, 2022.

BACKGROUND

Seaside High School is planning to hold their annual Homecoming Parade on Friday, September 30, 2022, from 3:00 p.m - 5:00 p.m. A special event application was submitted for review by the special event committee. The committee did not have any questions or concerns about the application. They have also provided proof of insurance. The attached event application has information detailing the specifications of this event.

The last fee waiver submitted to the City Council for Seaside High School was approved on September 16, 2022.

FISCAL IMPACT

The approximate fees that are being requested to be waived are:

Special Event Application Fee:	\$110.00
Police Fees: 3 Officers for 2 Hours	\$530.61
<u>Public Works Fee:</u>	<u>\$309.00</u>

TOTAL

\$949.61

ATTACHMENTS

1. SHS Homecoming Parade Fee Waiver and Special Event Application 2022
 2. SHS Homecoming Parade - Route (Map) 2022
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Seaside High School
Name of Applicant: RiKee Ross
Address: 2200 Noche Buena City: Seaside State: CA
Phone: 831 392 3530 Email: ross@mpusd.net
X2055

EVENT INFORMATION:

Event Title: Annual Homecoming Parade
Event Description: Student parade to celebrate homecoming
Event Date: 9/30/22 Room(s) Requested: N/A
Time (including set-up): 3pm - 5pm Approximate Number of Guests: 300

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non-profit school
& could use the support. This is an event that supports
students & the community. Any increase in cost would limit our ability to conduct
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10/1/21 ☐ No this event
What is your organization's tax identification number? 770320712

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: [Signature]

Date: 8/15/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Seaside High School
Name of Applicant: RiKee Ross
Address: 2200 Noche Buena City: Seaside State: CA
Phone: 831 3923530 Email: rross@mpusd.net
Day of Event Contact Name and Phone: RiKee Ross 831 9152935

EVENT INFORMATION:

Event Title: SHS Homecoming Parade 2022

Event Category:

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

Event Date and Time: September 30, 2022
Setup: 3:00pm Event Start: 3:15pm Event End: 4:15pm Clean up: 5:00pm

Event Location: South on Noche Buena to LaSalle Ave
Turn Right on LaSalle, head South to Fremont St.
Turn Right on Fremont St., Head North to Ord Grov

EVENT DESCRIPTION: Turn Right on Ord Grove Ave. Left on Noche Buena
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. & Return to SHS

Annual Homecoming parade will include 5 Floats
8 vehicles for different clubs in support of
our homecoming football game.

Number of Participants: 200 Event Benefiting: School & community

Federal ID # (if applicable): 770320712

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

N/A

How will the event be advertised and promoted? Flyers, social media,
direct communication

Signs posted: N/A

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

- | | | |
|---------------------------------------|---------------------------------------|--|
| ☐ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☐ Barricades |
| ☐ Other: _____ | | |

Will the event include music or live performances?

☐ Yes ☒ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☒ No

Number of Vendors? 0 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

Parking arrangements: Park @ school



**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):

Seaside High Staff

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 for escort. Public works
with road blocks

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

Students & staff from SHS

Other pertinent information or special requests:

We extend an invite to all council
members & the public to attend
our event.

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Applicant Signature:

Date: 08/15/22



**SEASIDE
CALIFORNIA**

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: _____

Page 5 of 6



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 8/15/22

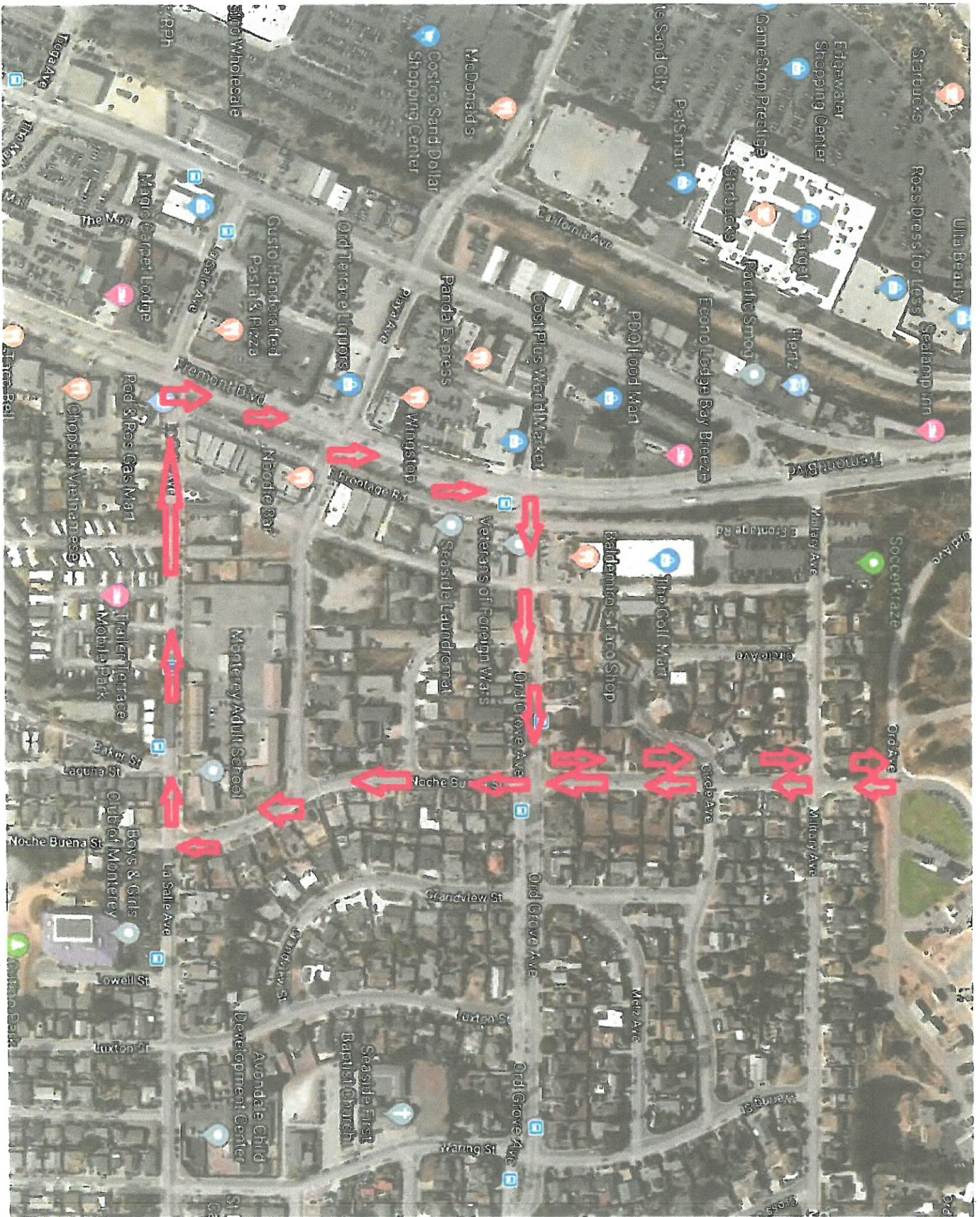
(For Office Use Only)

Authorization

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

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

Comments: _____





CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 15, 2022

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION FOR THE "DIA DE LOS MUERTOS" (DAY OF THE DEAD) CELEBRATION ON NOVEMBER 1, 2022

RECOMMENDATION

Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$351.38, the organization will pay the non-refundable portion of the deposit of \$98.25, and provide the City with proof of insurance.

BACKGROUND

Palenke Arts is requesting a fee waiver to help cover the cost associated with their event "Dia de los Muertos Celebration (Day of the Dead)" on Monday, November 1, 2022, from 4:00 p.m. to 9:30 p.m. in the Laguna Grande Hall at the Oldemeyer Center. This will be the second year that they have held this event at the Oldemeyer Center. Last year's celebration had an estimated attendance of 200 people.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee 4.5 Hours @ \$56.25 per \$253.13
hour

Deposit Non Refundable Portion

\$ 98.25

TOTAL

\$351.38

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$253.13 from budget account 100.3672.

ATTACHMENTS

1. Palenke Arts Fee Waiver Request Dia de los Muentos Celebration (Day of the Dead) 2022
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed.

Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Palenque Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-333-6612 Email: juansanchez@hotmail.com

EVENT INFORMATION:

Event Title: Día de los Muertos
Event Description: Celebration of the Day of the Dead
Event Date: 11/1/22 Room(s) Requested: Laguna Grade Hall + Kitchen + Dance Hall
Time (including set-up): 4 pm - 9 pm Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: This is a wonderful family event to honor the LatinX community ^{free}

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

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

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

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: _____

Date: 8/22/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Hall + kitchen

Organization: Palauke Arts

Name of Applicant: Juan L. Sanchez

Address: 1713 Broadway Ave. City: Seaside Zip: 93955

Phone: 831-333-6612 Email: juansanchez@hotmail.com

Day of Event Contact Name and Phone: same

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Dia de los Muertos

**Please attach invitation or flyer if available.*

Event Date: 11/1/22 Approximate Number of Guests: 200

Reservation Time: 4pm - 9pm Event Time: 6:30 - 8:30

**Laguna Grande Hall & Super: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: _____

Request to use the City's: ☐ Podium ☐ Microphone ☐ Projector Screen
**Subject to availability **Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: <u>children's choir</u>			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

Applicant Signature: _____

Date: 8/22/22

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

--	--	--	--	--	--	--	--



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 15, 2022

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM VIBES AND SMILES INC. TO USE LAGUNA GRANDE PARK TO HOLD THEIR HARVEST FESTIVAL AND FARMWORKERS ESSENTIALS DONATION DRIVE ON OCTOBER 15, 2022

RECOMMENDATION

Approve the fee waiver request from Vibes and Smiles Inc. for the use of Laguna Grande Park to hold their 2nd Annual Harvest Festival and Farmworkers Donation Drive on October 15, 2022, in the amount of \$994.00, and require the organization to pay the non-refundable portion of the deposit of \$49.50, and provide the City with proof of insurance.

BACKGROUND

The Vibes and Smiles Inc. is proposing to hold their 2nd Annual Harvest Festival and Farmworkers Donation Drive event on October 15, 2022. Their mission is to spread love, kindness, and unity with music and smiles; cultivating compassion, gratitude, and supporting positivity by giving back to all communities and empowering humanity together. Their 1st Annual Harvest Festival and Farmworkers Donation Drive event was held in 2020. Due to COVID-19, that event was held virtually. The donations received included basic essential household items such as toilet paper, facial tissue, detergent, cleaning supplies, non-perishable items, and preventive health items and educational information.

Vibes and Smiles Inc. is based out of San Francisco, California. However, the organization desires to start a chapter in Monterey County, and this request will be the kickoff event to start the Monterey County Chapter. The proposed event will consist of local food vendors that will participate in a "food fair". There will also be a variety of bands performing for entertainment. The main focus of the event will be the donation

drive to support the Farmworkers Association of Monterey County. The goal is to capitalize on the success they had with their virtual event in 2020, and increase donations to provide the farm workers with their basic essential household items.

A fee waiver is requested for the event and use of the City's stage. The Vibes and Smiles Harvest Festival and Farmworkers Donation Drive is open to the public and no entry fees will be charged for the event. The application was reviewed by the Special Event Committee.

FISCAL IMPACT

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

Special Event Application Fee	\$ 110.00
Laguna Grande Park Fees	\$ 131.00
Deposit Non Refundable Portion	\$ 49.50
<u>Public Works - Stage Set-up and Breakdown</u>	<u>\$ 753.00</u>
TOTAL	\$1,043.50

Should the City Council approve the request to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$994.00 from budget account 100.3691.

ATTACHMENTS

1. Vibes and Smiles Inc. - Fee Waiver Request & Special Event Application 2022
2. Vibes and Smiles Inc. - 501(c)(3)

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Vibes & Smiles, Inc.
Name of Applicant: Moses Olis
Address: 706 Ready Ct City: Marina State: CA
Phone: (831) 402-4395 Email: MosesOlis@gmail.com

EVENT INFORMATION:

Event Title: Honest Festival Food Fair
Event Description: Food fair with local vendors and Farm Workers donation box
Event Date: Oct 15, 2022 Room(s) Requested: Laguna Grande Park
Time (including set-up): 10am - 8pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non Profit organization
Donation

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

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? _____

Is your organization based in Seaside? ☐ Yes ☐ No

Is your organization able to provide liability insurance? ☐ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☐ No

Applicant Signature: [Signature]

Date: 8/26/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Vikes and Smiles
Name of Applicant: Moses Olis
Address: 706 Peaity Ct City: Marine State: CA
Phone: (831) 402-4345 Email: Mosesolis@gmail.com
Day of Event Contact Name and Phone: Same as above

EVENT INFORMATION:

Event Title: Harvest Festival and Farmworkers Donation Drive

Event Category:

- ☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: Food Fair / Market and Donation Drive

Event Date and Time: Sat Oct 15 2022
Setup: 10 am Event Start: 1 pm Event End: 6 pm Clean up: 8 pm
Event Location: Laguna Grande Park (Lakeside)

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

The Event will consist of local Food Vendors for a food fair
in which we will have live band performances. There
will also be a donation drive to support the
Farmworkers association of Monterey County. will need stage
all power

Number of Participants: 100 Event Benefiting: Farm Workers Association
Federal ID # (if applicable): 86-3205954 (EIN) 26053523006351 (PLN)
☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



SEASIDE CALIFORNIA

Special Event Application

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

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

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

How will the event be advertised and promoted? Social Media, Posters

flyers

Signs posted: _____

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

☒ P.A. System

☐ Generator(s)

☒ Amplified sound / music

☒ Booths

☐ Bleachers

☐ Cooking fuel

☒ Tents

☐ Banners

☐ Barricades

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

Parking arrangements: Street parking



**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):

We will provide Volunteer Staff to help
regulate the security

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

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

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

Volunteer Teams associated with Vibes and Smiles
will provide clean up detail

Other pertinent information or special requests: we will require the
usage of the power and stage

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Date: _____

8/26/22



SEASIDE CALIFORNIA

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: 8/22/22



SEASIDE CALIFORNIA

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: Insurance Company Insurance Agent: Great American E.S. Insurance Co.
Phone Number: 916 786 890 - CDJA 87374 Policy Number: XSE676889 DX976122

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 8/20/22

(For Office Use Only)

Authorization

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

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

Comments: _____



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-13-2021

Employer Identification Number:
86-3205956

Form: SS-4

Number of this notice: CP 575 E

VIBES AND SMILES INC
668 CLARINADA AVE
DALY CITY, CA 94015

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 86-3205956. 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.

When filing tax documents, payments, and 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.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO Box 1286
Rancho Cordova CA 95741-1286

VIBES AND SMILES INC.
ATTN: AMANDA NWE
668 CLARINADA AVE.
DALY CITY CA 94015

Date: 09.30.2021
Case: 33040780769212633
Case Unit: 33040780769212636
In reply refer to: 760:WRM:F120

Regarding:	Tax-Exempt Status
Organization's Name:	VIBES AND SMILES INC.
CCN:	4719847
Purpose:	Charitable
R&TC Section:	23701d
Form of Organization:	Incorporated
Accounting Period Ending:	12/31
Tax-Exempt Status Effective:	03/10/2021

Exempt Acknowledgement Letter

We have received your federal determination letter and Form 3500A, *Submission of Exemption Request*, and have approved your request for California Tax-exempt status.

Under California law, Revenue and Taxation Code (R&TC) Section 23701 provides that an organization is exempt from taxes imposed under Part 11 upon submission of the federal determination letter approving the organization's tax-exempt status.

Generally, the effective date of an organization's California tax-exempt status is the same date as the federal tax-exempt status.

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

In order for us to determine any effect on the tax-exempt status, the organization must immediately report to us any change in:

- Operation
- Character
- Purpose
- Name
- Address



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

VIBES AND SMILES INC
668 CLARINADA AVENUE
DALY CITY, CA 94015

Date: 08/04/2021
Employer ID number: 86-3205956
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending: December 31
Public charity status: 509(a)(2)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: March 10, 2021
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053523006351

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 15, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM CENTRAL COAST HIGH SCHOOL FOR THE WORK TO
LEARN PROGRAM**

RECOMMENDATION

Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with the Work to Learn Program.

BACKGROUND

Central Coast High School is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the cost associated with the Work to Learn Program. This program was established at Central Coast High School in 2019, to bring meaningful work experience to general education students with the goal of building essential skills to improve and expand their student's post-secondary options. The program is designed to place students in a field they are considering as a career to provide a direct and experiential glimpse into possibilities for the future.

Students selected for the program will be offered a job placement at a site which encourages a reduce, reuse and recycle philosophy. The Work to Learn Program will continue the efforts to select community partners whose values include an utmost priority to reducing, reusing and recycling. Additionally, green sustainability will be highlighted in the job site training portion of the program and systematically embed environmental awareness into the orientation.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the July 1, 2021, City Council meeting. The 2021 Mayor's Youth Fund Closing Report was submitted within the 60 day time frame.

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 is the Mayor's Youth Fund account (601-2106) is \$74,349.43. If the City Council approves this request, the balance will decrease to \$71,349.43. This is for fiscal year 2022/23.

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 Central Coast High School 2022
 2. Central_Coast_High_School-W9 2022
 3. Mayor's Youth Fund Closing Report - Central Coast High School 2021
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Central Coast High School, MPUSD

Name of Applicant: Kimberly Moir, College and Career Planning Specialist

Address: 200 Coe Ave. City: Seaside State: CA

Phone: 206-696-3003 Email: Kmoir@mpusd.k12.ca.us

Number of Participants: 15-20 Seaside Residents / Students: 68% Ages: 16-17

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/
Career ☐ Athletic ☐ Music ☐ Environmental ☐ Art

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

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

See Attachment

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

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

See Attachment

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

Additional Information for CCHS Mayor's Youth Fund Request

Is funding a reward for one of these activities?

Students who are currently enrolled at Central Coast High School in one of three CTE (Career Technical Education) pathways offered and in satisfactory attendance and academic standing will be considered to participate in this program.

Description of event, activity or program funding pertains to:

The Work To Learn Program was established at Central Coast High School in 2019 to bring meaningful work experience to our general education students with the goal of building essential skills and expanding students' post-secondary interests and options. The program's main focus is to provide work experiences within the students' community and develop professional skills needed to be successful after high school and beyond. This program is also designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for their future.

Students age 16 and older are eligible to participate in the Work To Learn program and enter into a contract between MPUSD and the community partner. The number of hours each student will be paid for work experience hours and trainings is determined by program staff based on funds, student work performance, and employer needs. Students are compensated at the current Monterey County minimum wage.

We have previously established partnerships with the City of Seaside Youth Resource Center and Seaside Creates. We've also had initial conversations with the Public Works department and Parks and Recreation departments. With Hospitality and Tourism and Health Science and Medical Technology being two of Monterey County's priority industry sectors we plan to do outreach and bring in partners within those fields to provide a wide range of career options to students.

Description of how the funds will specifically be 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.

Students who are selected for the program will be offered an internship or job placement at a site which encourages a reduce, reuse, recycle philosophy. For instance, our Culinary program is founded on sustainable best practices and we will ensure that our partners will commit to doing their part to contribute to an environmentally conscious community and global perspective.

Additionally, we will highlight "green" sustainability in the job site training portion of our program and systematically embed environmental awareness into our orientation.

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

The core funding for the Work to Learn program is provided by the MPUSD General Fund with the specialized purpose of our vision to reimagine student learning and success. Central Coast High School has received these specialized monies to advance our Career and Technical Education goals. Our site has been allocated \$3,000 thus far and if awarded this Mayor's Youth Fund to supplement our program we will be able to serve a larger population of students of our alternative education community.

Draft – WBL: An Instructional Strategy 013117

This WBL Continuum was designed for CTE teachers to help identify WBL opportunities for each level of their CTE pathway.

Career Awareness/Exploration Introduction – Learning ABOUT Work	Career Preparation Concentrator – Prepare FOR Work	Career Training Capstone – Learn THROUGH Work
Build awareness of the variety of careers available and explore specific career options based on interests and skills in order to make informed decisions about high school and post-secondary education or training.	Apply learning through practical experience that develops knowledge and skills necessary for success in careers and postsecondary education or training.	Train for employment and/or postsecondary education in a specific range of occupations
Experiences might include: • Workplace Tours/Field Trips • Guest Speakers • Career Interest Assessment • Informational Interviews • College and/or Career Fairs Experience Defined by: • Initial interaction with labor and industry • Student led exploration of emerging skills and interests • Broadens student's awareness of a wide variety of careers and occupations • In-depth exploration of specific career paths Career Readiness Learning might include: • Individualized student learning, college & career plan • Career interest inventory • Online career related program • Job Readiness Skills workshops Sample Student Learning Outcomes • Student can articulate the type of postsecondary education and training required in a specific career field as well as • Student can cite examples of how their own skills & interests relate to this career field or occupation	Experiences might include: • Integrated projects • Student-run enterprises • Job Shadows • Career Mentoring – could be in-person or virtually • Projects with CTSOs • Community Service • Mock Interviews Experience Defined by: • Direct interaction with industry mentors over time • Application of transferable skills – communication, etc. • Exposure to how activities have consequences and value outside of the classroom • Student learning and mentor benefit are equally valued Career Readiness Learning might include: • Job Readiness Skills workshops • Business dress, behavior & etiquette training • Mock interviews Sample Student Learning Outcomes • Student builds effective collaborative working relationships with colleagues and customers • Student is able to work with diverse teams, contributing appropriately to the team effort	Experiences might include: • Community Classroom /Work Experience • Cooperative Vocational Training • Internship – Paid/Unpaid • Service Learning Experience Defined by: • Interaction with mentors over extended period of time • Development of occupation-specific skills • Completion of certifications or other requirements for a specific range of occupations Career readiness Learning might include: • Job Readiness skills workshops • Industry Certification • Work Ready Certification Sample Student Learning Outcomes • Student demonstrates knowledge and skills specific to employment in a specific career pathway May also be referred to as: • On-the-job training • Exploratory Work Experience

Adapted from resources provided by NAF, Linked Learning, and the California Department of Education. Developed by California Committee for Work-Based Learning in partnership with California CPT & CTEIG Technical Assistance Providers

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ▶ K-12 SCHOOL DISTRICT	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. PO BOX 1031 -or- 700 PACIFIC STREET	6 City, state, and ZIP code MONTEREY, CALIFORNIA 93942-1031 or 93940	
7 List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

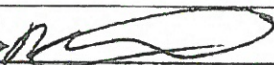
Social security number								
			-			-		
or								
Employer identification number								
7	7	-	0	3	2	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 3/30/22
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

MAYOR'S YOUTH FUND CLOSING REPORT

Date Mayor's Youth Fund was approved by council: July 1, 2021

Name of Organization: Monterey Peninsula Unified School District (Central Coast High School and Community Day School)

Contact: Kimberly Moir, Career and College Planning Specialist

Address: 200 Coe Ave. Seaside, Ca

Email/Phone: kmoir@mpusd.k12.ca.us 831-645-1219

Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation: The entirety of the funds received from the City of Seaside Mayor's Youth Fund will be paid in wages to student participants of the Work to Learn program. The goal of the Work to Learn program is to prepare a cohort of representative Educational Options students (10th-12th grade) for real-world work experience and to provide a meaningful, personalized plan for each student to pursue a post-secondary path. Students will participate in a weekly Career Readiness workshop and receive a 9 week work placement at Ft. Ord or Goodwill of the Central Coast. Total participants will be approximately 24 students for the school year.

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

This program is ongoing throughout the 2021-22 school year. Goodwill of the Central Coast's mission is to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity, and helping people in need reach their full potential through learning and the power of work. This leading non-profit organization is rooted in the reduce, reuse and recycle philosophy by giving used household goods and clothing an extended life and decreasing the sustainability crisis we are facing. Bruce Delgado has provided our students a wonderful opportunity to learn about the BLM and the importance of current and future generations to support conservation in pursuit of a multiple-use mission. Students will apply the principles learned in the Career Readiness workshop to develop a variety of transferable skills that students will carry with them on any career path.

Signature: Kimberly Moir

Date: September 1, 2021

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 15, 2022

**SUBJECT: ADOPT A RESOLUTION AMENDING THE ADOPTED 2022-23
MASTER FEE SCHEDULE, TO ADD THE PREVIOUSLY ADOPTED
WATER CAPACITY FEES AND TO REDUCE THE FIREWORKS
VIOLATION FINE TO \$1,000**

RECOMMENDATION

Adopt a resolution approving the amendments to the adopted 2022-23 Master Fee Schedule.

BACKGROUND

The Master Fee Schedule for fiscal year 2022-2023 was approved by the City Council on June 2, 2022. The adopted Master Fee Schedule erroneously omitted two separate and unrelated fees that the City Council had previously approved by resolution in 2020 and 2018.

The approved 2022-2023 Master Fee Schedule did not include the fees previously approved by City Council on July 16, 2020, amending the Seaside Municipal Code Section 13.10.020 "Water Rates and Charges" to include the addition of a capacity fee into the City of Seaside's annual adopted fee schedule. In order to authorize the collection of fees that allow the City to offset actual costs to the City's municipal water system, the 2022-2023 Master Fee Schedule should be modified to include the previously approved water capacity fees with adjustments for inflation based on the approved Engineering News Record – Construction Cost Index.

The approved 2022-2023 Master Fee Schedule also did not include a separate fee approved by City Council on February 1, 2018, increasing the fine for violations of the Seaside Municipal Code 8.32 regarding possession, use or sale of fireworks, with the exception of safe and sane fireworks, from \$1,000 to \$2,500. However, it has since

come to the City's attention that the approved fine for violations of the Seaside Municipal Code 8.32 in the amount of \$2,500 is beyond the maximum allowable fine for a misdemeanor offense in the state of California. In order to facilitate the collection of fees that comply with the State of California's regulations, the 2022-2023 Master Fee Schedule should be modified to include a maximum fine of \$1,000 for violations of the Seaside Municipal Code 8.32.

The fees proposed to be included in the Adopted 2022-2023 Master Fee schedule are attached to this report.

FISCAL IMPACT

There is no fiscal impact to the City in adopting the proposed resolution modifying the 2022-2023 Master Fee schedule. The proposed resolution allows the City to collect fees that offset the actual costs to the Seaside Municipal Water System and to collect fines for illegal fireworks that are in accordance with the maximum allowable fine for misdemeanor offenses in the state of California.

ATTACHMENTS

1. Proposed Fee Schedule Modifications
2. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Proposed Additions to 2022-2023 Master Fee Schedule

Police Fees

ILLEGAL FIREWORKS CODE ENFORCEMENT 8.32

Fee Description	22/23 Adopted Fee
Fine for illegal fireworks	\$1,000.00

Water Fees

Water Capacity Fee Schedule

Meter Size	Capacity Fee
3/4" or less	\$8,631.00
1 Inch Meter	\$14,385.00
1.5 Inch Meter	\$28,771.00
2 Inch Meter	\$46,033.00
3 Inch Meter	\$86,313.00
4 Inch Meter	\$143,854.00
6 Inch Meter	\$287,709.00

Capacity fees are assessed with a new service connection or expansion of existing services. An expansion of existing service shall pay the difference between the existing meter size capacity fee and the larger meter size capacity fee. No credit will be given for a reduction in meter size. Capacity fees are separate from the City's rates for water service.

Fees will be adjusted by the annual change in the Engineering News Record - Construction Cost Index as of April of each year.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A REVISED MASTER FEE SCHEDULE TO ADD PREVIOUSLY ADOPTED WATER CAPACITY FEES AND TO REDUCE THE FIREWORKS VIOLATION FINE TO \$1,000

WHEREAS, the Master Fee Schedule for fiscal year 2022-2023 approved by the City Council on June 2, 2022, did not include two separate and unrelated fees that the City Council previously approved by resolution during 2020 and 2018; and

WHEREAS, a fee approved by City Council on July 16, 2020, that was not included in the approved 2022-2023 Master Fee Schedule was an ordinance amending the Seaside Municipal Code Section 13.10.020 "Water Rates and Charges" to include the addition of a capacity fee into the City of Seaside's annual adopted fee schedule; and

WHEREAS, a separate fee approved by City Council on February 1, 2018, that was not included in the approved 2022-2023 Master Fee Schedule included an increase in the fine for violations of the Seaside Municipal Code 8.32 regarding possession, use or sale of fireworks, with the exception of safe and sane fireworks to \$2,500; and

WHEREAS, it has come to the City's attention that the approved fine for violations of the Seaside Municipal Code 8.32 in the amount of \$2,500 is beyond the maximum allowable fine for a misdemeanor offense in the state of California; and

NOW, THEREFORE, BE IT RESOLVED, in order to authorize the collection of fees that allow the City to offset actual costs to the City's municipal water system, the 2022-2023 Master Fee Schedule should be modified to include the previously approved water capacity fees with adjustments for inflation based on the approved Engineering News Record – Construction Cost Index; and

BE IT FURTHER RESOLVED, that in order to facilitate the collection of fees that comply with the State of California's regulations, the 2022-2023 Master Fee Schedule should be modified to include a maximum fine of \$1,000 for violations of the Seaside Municipal Code 8.32; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside hereby approves the proposed modifications to the 2022-2023 Master Fee Schedule as detailed in the staff report, attached.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 15th day of September 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Mary Gutierrez, Fire Chief

DATE: September 15, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
YOSEMITE STREET, BETWEEN BROADWAY AND MENDOCINO
AVENUE, ON OCTOBER 8, 2022, FOR SEASIDE FIRE
DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION
OPEN HOUSE**

RECOMMENDATION

Adopt a resolution approving closure of Yosemite Street, between Broadway and Mendocino on October 8, 2022, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

BACKGROUND

Every year, the Seaside Fire Department has a community open house to allow the public to interact with firefighters, learn fire prevention safety tips, witness fire safety and rescue demonstrations and see various firefighting apparatus and equipment. Educational events are hosted by cities and fire departments throughout the United States.

The National Fire Protection Association (NFPA) has announced that fire prevention week will be celebrating its 100th anniversary. According to NFPA, Fire Prevention Week is the longest-running US public health observance on record.

It is necessary to close a portion of Yosemite Street between Broadway and Mendocino so fire apparatus can be out for display, and various community vendors can set up educational tables. The neighbors are informed weeks in advance by delivering a letter to each home that may be impacted.

A street closure resolution and proclamation are a part of the September 15, 2022 City

Council agenda.

This year the theme for this event will be "Fire Won't Wait, Plan your Escape."

FISCAL IMPACT

Fiscal Impact is approximately \$6,000.00

ATTACHMENTS

1. Resolution
 2. Road Closure Notification Letter to Residents
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AND
MENDOCINO AVENUE FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE ON
OCTOBER 8, 2022.**

WHEREAS, the closing of Yosemite Street between Broadway and Mendocino Avenue is necessary for the Seaside Fire Department's annual Open House on Saturday, October 8, 2022; and

WHEREAS, it is necessary to close Yosemite Street, between Broadway and Mendocino Avenue to insure the safety of the public using this portion of road during the course of the 9-hour period (7:00 AM – 4:00 PM); and

NOW, THEREFORE BE IT RESOVED, that the City Council of the City of Seaside does hereby approve the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure the safety of the public using this portion of roadway during this Fire Department event; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**FIRE DEPARTMENT**

1635 Broadway Avenue
Seaside, CA 93955

Telephone (831) 899-6790
FAX (831) 899-6261

September 10, 2022

Dear Residents,

The Seaside Fire Department is again seeking your support with the closing of Yosemite Street, between Broadway Avenue and Mendocino Street, for our Annual Open House. This section of Yosemite will be closed from 7:00 AM to 4:00 PM on Saturday, October 8, 2022. The closure will include set up and break down of the event.

This year's event will include live demonstrations, numerous displays, informational booths, activities for kids, as well as other various forms of fun educational information regarding fire safety.

It was your cooperation in years past that made the Fire Department Open House such a success. If you have any questions, comments or concerns please feel free reach out.

We'd like to thank you in advance for your cooperation and assistance in this experience, and hope that you and your families will join us this day.

Sincerely,

Mary Gutierrez,
Fire Chief, City of Seaside
(831) 899-6786



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: September 15, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN ADDENDUM TO THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ AND THE CITY OF SEASIDE

RECOMMENDATION

Adopt a resolution approving an addendum to the Sister City agreement between the municipality of Oaxaca de Juárez and the City of Seaside.

BACKGROUND

On September 1, 2022, the Council authorized the signing of a formal agreement between the Municipality of Oaxaca de Juárez and the City of Seaside. Since that time, Oaxaca has requested a more detailed agreement which lays out the process for both cities to begin discussions to develop mutual agreements for specific projects and bring those back to the respective Councils to review and approve.

Areas of Cooperation include:

1. Trade, investments, and business. Promote business and official missions to encourage economic exchange and business development;
2. Education. Create opportunities for students from both communities to participate in workshops, conferences, and internships, with scholarship offers with preferential treatment to both communities' inhabitants;
3. Art, Tourism. Promote and permanently advertise local art, dance, history and traditions by sufficient means to ensure its reach as well as to advertisement tourist attractions and assistance provided to visitors;
4. Institutional Development. Exchange of public policies and experience in urban planning, waste management, public safety, among others; and

5. Any other area of cooperation that the parties may agree upon.

FISCAL IMPACT

The Sister City Program budget is established by the Council every fiscal year.

ATTACHMENTS

1. Amended Agreement
 2. Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in black text.

Jaime M. Fontes, City Manager



TWINNING AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ, OF THE FREE AND SOVEREIGN STATE OF OAXACA, OF THE UNITED MEXICAN STATES, AND THE CITY OF SEASIDE, OF THE STATE OF CALIFORNIA, OF THE UNITED STATES OF AMERICA.

The Municipality of Oaxaca de Juárez, of the Free and Sovereign State of Oaxaca, of the United Mexican States and the City of Seaside , of the State of California, of the United States of America, hereinafter referred to as “the Parties ” ,:

CONSIDERING the interest in deepening the ties of friendship and cooperation that unite "the Parties";

RECOGNIZING that international cooperation is one of the factors that favorably affects the solution of problems and that the Parties intend to develop collaborative activities, in accordance with the legislation of the United Mexican States and the United States of America, with special attention to areas related to economic promotion, exploration of mutually beneficial businesses, tourism promotion, gastronomy, academic mobility, short educational and cultural stays, technical assistance and exchange of good practices in government, administration and institutional strengthening.

MANIFESTING its decision to deepen its collaboration relations through an adequate legal framework;

CONVINCED of the importance of establishing mechanisms that contribute to the development and strengthening of the bilateral cooperation framework, as well as of the need to execute projects and actions that have an effective impact on the economic and social progress of "the Parties";

They have agreed to the following:

ARTICLE I
Goal

The objective of this Agreement is to formalize the twinning between the Municipality of Oaxaca de Juárez, of the State of Oaxaca, of the United Mexican States and the City of Seaside , of the State of California, of the United States of America, to promote reciprocal cooperation , establish tools that help generate greater local growth, intensify common efforts, promote the exchange of experiences and best practices of government and administration, this from a comprehensive and inclusive context, which contribute to the development of the Parties.



ARTICLE II

Cooperation Areas.

In order to achieve the objective of this Agreement, the Parties undertake to develop cooperation actions especially directed, but not limited to the following areas:

- A. Trade, investments, and business. Promote business and official missions to encourage economic exchange and business development;
- B. Education. Create opportunities for students from both communities to participate in workshops, conferences, and internships, with scholarship offers with preferential treatment to both communities' inhabitants;
- C. Art, Tourism. Promote and permanent advertise local art, dance, history and traditions by sufficient means to ensure its reach as well as to advertisement tourist attractions and assistance provided to visitors;
- D. Institutional Development. Exchange of public policies and experiences in urban planning, waste management, public safety, among others; and
- E. Any other area of cooperation that the parties may agree upon.

ARTICLE III

Cooperation Modalities

The parts agree that the cooperation actions referred to in this Agreement will be carried out through the following modalities:

- a) promotion and dissemination;
- b) exchange of business missions;
- c) exchange of information, documentation and materials;
- d) organization of fairs, seminars and congresses;
- e) joint studies and research;
- f) cultural, sports and artistic exchange;

- g) exchange of information and public policies derived from their government and administration actions;
- h) any other modality that the Parties agree.

ARTICLE IV **Competition**

The parts undertake to carry out the cooperation modalities referred to in Article III of this Agreement, with absolute respect for their respective powers, regulations and political-economic directives of their respective Government.

ARTICLE V **Annual Operating Programs**

In order to achieve the objectives of this Agreement, the Parties agree to formulate, after consultation, Annual Operating Programs (POA's), which once formalized will form an integral part of this Agreement.

The POA's will be integrated with the specific projects or activities, and must specify the following aspects for each one:

- a) objectives and activities to develop;
- b) Work calendar;
- c) profile, number and stay of assigned personnel;
- d) responsibility of each Party;
- e) allocation of human, material and financial resources;
- f) evaluation mechanism; and
- g) Any other information deemed necessary.

The operation of this agreement will not be conditioned to the Parties establishing projects in all forms of cooperation, nor will they be obliged to collaborate in those

activities for which there is an internal prohibition or one derived from a law, institutional regulation or custom.

The Parties will meet annually in order to evaluate the aspects derived from the application of this Agreement and propose new guidelines for the development of projects of mutual interest.

The Parties shall prepare reports on the development and achievements based on this Agreement and will communicate it to their respective Foreign Ministry, as well as to the bilateral instances that they establish by mutual agreement.

ARTICLE VI

Additional Collaboration Proposals

Notwithstanding the formulation of the POA referred to in Article V of this Agreement, each Party may formulate collaboration proposals that arise in the course of implementing cooperation activities.

ARTICLE VII

Supervision and Coordination Mechanism

For the establishment of a mechanism that allows the adequate coordination, supervision, follow-up and evaluation of the cooperation activities carried out under this Agreement, as well as to ensure the most favorable conditions for its execution, a Working Group will be established, made up of representatives of both Parties, serving as executing areas the following:

- On behalf of the Municipality of Oaxaca de Juárez, of the State of Oaxaca, of the United Mexican States, the International Relations Unit is appointed.
- For the City of Seaside , of the State of California, of the United States of America, City Manager's office.

The Working Group will meet with the periodicity and in the place agreed by the Parties, in order to evaluate the aspects derived from the application of this Agreement and will be in charge of the following functions:

- a) adopt the necessary decisions, in order to comply with the objectives of this Agreement;

- b) identify areas of common interest to develop and formulate specific cooperation projects;
- c) guide, organize and formulate the pertinent recommendations for the execution of the activities of this Agreement;
- d) receive , review and approve, where appropriate, reports on progress in the areas of cooperation of this Agreement, and
- e) any other function that the Parties agree.

ARTICLE VIII

Financing

The parts will finance the activities referred to in this Agreement with the resources allocated in their respective budgets, in accordance with their availability and the provisions of their legislation. Each Party shall bear the expenses related to its participation, except in the event that alternative financing mechanisms may be used for specific activities, as deemed appropriate.

ARTICLE IX

International Instruments

The cooperation referred to in this Agreement shall not affect the rights and obligations that the Parties have acquired by virtue of other international instruments.

ARTICLE X

Intellectual property

If as a result of the cooperation actions developed in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, these will be governed by applicable national or local legislation on the matter, as well as by international conventions that are binding for the United Mexican States and the United States of America.

ARTICLE XI

Appointed Personnel



The personnel commissioned by each of the Parties for the execution of the cooperation activities under this Agreement, will continue under the direction and dependence of the institution to which they belong, for which reason labor relations will not be created with the other. Part, which in no case will be considered as a substitute employer.

The Parties shall take the necessary steps before the competent authorities so that all the necessary facilities are granted for the entry and exit of the participants who officially participate in the cooperation projects derived from this Agreement. These participants will be subject to the immigration, tax, customs, health and national security provisions in force in the receiving country and may not engage in any activity outside their duties without the prior authorization of the competent authorities in the matter.

The Parties will promote that their personnel participating in the cooperation actions have medical, personal injury and life insurance, to the effect that an accident resulting from the development of the cooperation activities of this Agreement, which merits repair of the damage or compensation, it be covered by the corresponding insurance institution.

ARTICLE XII

Dispute Resolution

Any difference or divergence arising from the interpretation or application of this Instrument will be resolved by the Parties by mutual agreement.

ARTICLE XIII

Final Provisions

This Agreement may be modified by mutual consent of the Parties, formalized through written communications, specifying the date of its entry into force.

Either Party may, at any time, terminate this Agreement, by giving written notice to the Other, ninety (90) days in advance.

The termination of this Agreement will not affect the conclusion of the cooperation activities that have been formalized during its validity.

Signed in the City of Seaside, of the State of California, of the United States of America, the Eighteenth September of Two Thousand Twenty Two, in two original and official copies in the English and the Spanish language, all texts being equally authentic.



**FOR THE MUNICIPALITY OF
OAXACA DE JUÁREZ, OF THE
STATE OF OAXACA, OF THE UNITED
MEXICAN STATES**

**FRANCISCO MARTINEZ NERI
CONSTITUTIONAL MUNICIPAL
PRESIDENT**

**FOR THE CITY OF SEASIDE, OF THE
STATE OF CALIFORNIA, OF THE
UNITED STATES OF AMERICA**

**IAN OGLESBY
MAYOR OF SEASIDE, CALIFORNIA,
UNITED STATES.**

WITNESS

**PABLO ALBERTO RAMIREZ PUGA DOMINGUEZ
REGIDOR OF HEALTH, SANITATION AND SOCIAL ASSISTANCE
MUNICIPALITY OF OAXACA DE JUAREZ**

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN ADDENDUM TO THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ OF THE FREE AND SOVEREIGN STATE OF OAXACA OF THE UNITED MEXICAN STATES AND THE CITY OF SEASIDE OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

WHEREAS, On September 1, 2022, the Council authorized the signing of a formal agreement between the Municipality of Oaxaca de Juárez and the City of Seaside; and

WHEREAS, Since that time, Oaxaca has requested a more detailed agreement which lays out the process for both cities to begin discussions to develop mutual agreements for specific projects and bring those back to the respective Councils to review and approve; and

WHEREAS, the areas of cooperation include:

1. Trade, investments, and business. Promote business and official missions to encourage economic exchange and business development;
2. Education. Create opportunities for students from both communities to participate in workshops, conferences, and internships, with scholarship offers with preferential treatment to both communities' inhabitants;
3. Art, Tourism. Promote and permanently advertise local art, dance, history and traditions by sufficient means to ensure its reach as well as to advertisement tourist attractions and assistance provided to visitors;
4. Institutional Development. Exchange of public policies and experience in urban planning, waste management, public safety, among others; and
5. Any other area of cooperation that the parties may agree upon; and

WHEREAS, a delegation from Oaxaca de Juarez has been invited and accepted an the invitation to attend Oaxaca by the Sea event scheduled for September 18, 2022, and for an official signing of the Sister City Agreement; and

WHEREAS, establishing a Sister City agreement will provide opportunities for people in both cities to learn and experience other cultures through long-term relationships; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby authorize the City of Seaside Mayor to sign the final agreement and direct the City Manager to accept and execute on behalf of the City Council, the addendum to the Sister City agreement with Oaxaca de Juarez, Oaxaca Mexico, as finally approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September 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

AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: September 15, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$152,000.00 TO THE FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PHASE 1A PROJECT FOR ADDITIONAL SOIL EXCAVATION AND HAULING, AND APPROVING \$152,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH RANDAZZO ENTERPRISES INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$734,385.20

RECOMMENDATION

Adopt a resolution:

1. Approving an appropriation of \$152,000.00 to the Fort Ord Military Reservation Property Deconstruction and Demolition Phase 1A Project from FORA Bond proceeds for additional soil excavation and hauling;
2. Approving \$152,000.00 in additional contingencies to the construction agreement with Randazzo Enterprises Inc. for a total construction amount that does not exceed \$734,385.20; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the construction agreement until completion of the project such that they do not exceed the total project construction amount.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside Venture II, LLC (KB Bakewell) for the development of approximately 122 acres of land in the former Fort Ord, a project more commonly known as Campus Town. Pursuant to section 11 of the Agreement, the City is obligated to deconstruct, demolish, and remove buildings, structures and improvements located within the boundaries of the development.

On May 26, 2022, the City Council awarded a construction agreement to Randazzo Enterprises, Inc for the Fort Ord Military Reservation Property Deconstruction and Demolition Project Phase 1A (Project) to demolish the Visitor's Center building and associated utilities and parking lot, and abate and remove building materials and soil onsite for an amount not to exceed \$485,321.00. The City Council also authorized the City Manager to approve a construction agreement change orders in the amount of \$97,064.20.

Construction on the Project started on June 20th, and to date, the Visitor's Center building and parking lot have been demolished, abated, and hauled to the proper disposal facility; utility lines have been demolished, cut, and capped; the soil under the building and parking lot has been excavated and hauled to the proper disposal facility. The work under the Randazzo construction agreement is substantially complete. However, it has recently been determined that the City needs to excavate soil to a depth of approximately 1 to 2 feet deeper and to haul that material to an appropriate disposal facility in order to complete the demolition and abatement activities.

FISCAL IMPACT

The Randazzo Construction Agreement is a not to exceed amount of \$485,321.00. The City Council also authorized the City Manager to approve construction agreement change orders in the amount of \$97,064.20 for a total construction project amount not to exceed \$582,385.20.

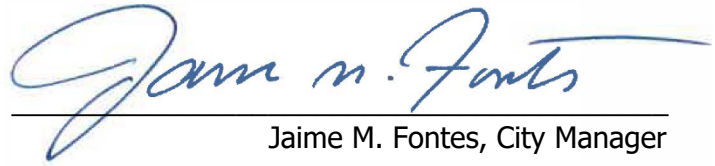
The contingency currently remaining on the construction contract is \$93,705.20. The cost estimate for additional excavation and disposal work is \$195,897.66, and an additional 25%, or \$48,974.42, contingency is appropriate until completion of the project. The contingency currently remaining on the construction agreement is \$93,705.20. The additional contingency amount to the Randazzo construction agreement that is needed for the additional excavation and disposal work is \$152,000.00.

Staff recommends adopting a resolution (Attachment 1) approving an appropriation of \$152,000.00 to the Fort Ord Military Reservation Property Deconstruction and Demolition Phase 1A Project from FORA Bond proceeds (Account No. 329-8110-2073) for additional soil excavation and hauling; approving \$152,000.00 in additional contingency to the construction agreement with Randazzo Enterprises Inc. such that the total construction amount does not exceed \$734,385.20; and authorizing the City Manager to execute any amendments, extensions, and change orders to the construction agreement until completion of the project such that do not exceed the total project construction amount.

ATTACHMENTS

1. Resolution-additional work

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN APPROPRIATION OF \$152,000.00 TO THE FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PHASE 1A PROJECT FOR ADDITIONAL SOIL EXCAVATION AND HAULING FROM FORA BOND PROCEEDS, AND APPROVING \$152,000.00 IN ADDITIONAL CONTINGENCY TO THE CONSTRUCTION AGREEMENT WITH RANDAZZO ENTERPRISES INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$734,385.20

WHEREAS, the Fort Ord Military Reservation Property Deconstruction and Demolition Phase 1A Project (Project) was identified in the fiscal year 2022-2023 annual budget; and

WHEREAS, the Project work includes demolishing the Visitor's Center building and associated improvements, and abating and hauling the building materials and soil onsite to prepare for Phase 1A of the Campus Town Development; and

WHEREAS, on May 26, 2022, the City Council awarded a construction agreement to Randazzo Enterprises, Inc for the Project for an amount not exceed \$485,321.00, and the City Council also authorized the City Manager to approve a construction agreement change orders in the amount of \$97,064.20 for a total construction project amount not to exceed \$582,385.20; and

WHEREAS, Randazzo started construction on the Project on June 20th; and

WHEREAS, to date the Visitor's Center building and parking lot have been demolished, abated, and hauled to the proper disposal facility; utility lines have demolished, cut, capped; the soil under the building and parking lot has been excavated and hauled to the proper disposal facility; and

WHEREAS, the construction work under the Randazzo construction agreement is substantially complete, however, it has recently been determined that the City needs to excavate to a deeper depth and to haul that material to an appropriate disposal facility in order to provide a clean Phase 1A site; and

WHEREAS, an additional \$152,000.00 contingency is required for the City Manager to authorize additional excavation and disposal work for the Project; and

WHEREAS, an appropriation of \$152,000.00 to the Project is needed to complete the Project; and

WHEREAS, there are sufficient FORA Bond proceeds in Account No. 329-8110-2073 to fund the additional budget request; and

NOW THEREFORE BE IT RESOLVED, that the City Council approves appropriating \$152,000.00 to the Fort Ord Military Reservation Property Deconstruction and Demolition Phase 1A Project from FORA Bond proceeds for additional soil excavation hauling; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$152,000.00 in additional contingency to the construction agreement with Randazzo Enterprises Inc. for a total construction amount that does not exceed \$734,385.20; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute any amendments, extensions, and change orders until completion of the project such that the total project construction amount does not exceed \$734,385.20.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 15th day of September, 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 STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: September 15, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2021-2022

RECOMMENDATION

Adopt a Resolution to:

1. Approve the FY2021-22 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2021-22 CAPER to the U.S. Department of Housing and Urban Development.

BACKGROUND

The City of Seaside is a recipient of federal entitlement grant funding from Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. As a recipient of these funds, HUD requires the City to prepare and submit a Consolidated Annual Performance Evaluation Report (CAPER) for the CDBG program within 90 days of the close of the fiscal year. The CAPER evaluates the City's overall progress and performance in meeting the goals identified within its five-year Consolidated Plan and the Annual Action Plan.

DISCUSSION:

In FY 2021-22, which began on July 1, 2021 and ended on June 30, 2022, the City of Seaside received \$378,038.00 in CDBG allocation and \$104,507.00 in program income for a total of \$482,545.00. The City also had additional funds carried over from previous program years. The table below provides a summary and breakdown of the total funds available and spent during FY 2021-22:

	Revenue	Expense	Balance
FY2021-22 CDBG Allocation	\$378,038	\$175,765	\$202,273
FY2021-22 Program Income	\$104,507	\$74,915	\$29,592
Carry-Over Balance - FY2020-21 CDBG	\$134,629	\$26,913	\$107,716
Carry-Over Balance - FY2020-21 CDBG-CV	\$231,335	\$172,412	\$58,923
GRANT TOTAL	\$848,509	\$450,005	\$398,504

Consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2021-22 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City collaborated with local non-profits to carry out various projects and activities, which benefitted over 2,522 low- and moderate-income Seaside residents. A summary of the FY 2021-22 activities and accomplishments is included in the table below. Detailed information on these projects will be included in the FY 2021-22 CAPER.

Table 1: FY2020-21 Projects and Accomplishments					
Organization	Service /Project	Budget	Disbursed	Status	# of persons Assisted
Public Service Activities					
Palenke Arts	Youth Services	\$10,518.00	\$10,518.00	Complete	200
Community Partnership for Youth	Youth Services	\$10,518.00	\$10,518.00	Complete	31
Girls, Inc. of the Central Coast	Youth Services	\$5,609.00	\$5,609.00	Complete	69
Greater Victory Temple	Youth Services	\$10,518.00	\$10,510.41	Complete	102
Legal Services for Seniors	Legal Services	\$10,518.00	\$10,518.00	Complete	182
Meals on Wheels of the	Senior Services	\$7,012.00	\$7,012.00	Complete	150

Monterey Peninsula					
The Village Project	Youth Services	\$10,167.00	\$10,166.85	Complete	58
Eden Council for Hope and Opportunity	Fair Housing Activities	\$6,640.00	\$5,420.95	Complete	46
Coronavirus Response Public Service Activities					
Central Coastal VNA and Hospice Inc	Health Services	\$200,328.00	\$155,280.00	Underway	1,024 vaccines administered 34 clinics held
City of Seaside – COVID-19 Outreach	Other Public Services	\$22,718.51	\$15,935.02	Underway	City-wide
Capital Improvement Projects					
Boys and Girls Club of Monterey County	Boys and Girls Clubhouse - Gymnasium and Kitchen Improvements	\$20,000.00	\$20,000.00	Complete	365
Community Human Services	Genesis House Facility Improvements	\$56,913.00	\$56,913.00	Complete	295
City of Seaside – Public Works	Ellis Park Improvements	\$378,532.30	\$71,323.00	Underway	--
Veterans Transition Center	Transitional Housing HVAC upgrade	\$83,974.33	--	Underway	--
Program planning and administration					
CDBG		\$95,000.00	\$59,083.25	Complete	N/A
CDBG-CV		\$8,288.90	\$1,197.66	Complete	N/A

All activities marked “underway” in the table above are on track for completion and closeout in the current fiscal year. Accomplishments for these activities will be reported

in the FY 2022-23 CAPER.

FY 2021-22 was one of new insights, significant adjustments, skill building, and organizational improvements for the City and its subrecipients. Despite the disruption of the COVID pandemic and its devastating impact on our community, the City and its subrecipients continued to serve Seaside residents through innovative programming and activities. While some subrecipients were able to pivot their approach to virtual platforms to deliver their programs, others continued their activities in-person while following CDC guidelines.

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) REVIEW

On August 11, 2022, CDAC convened a public meeting to receive a year-end report on all FY 21/22 CDBG activities. Following staff presentation and public comment, CDAC directed staff to prepare the CAPER for City Council review and approval, and submission to HUD by September 30, 2022.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The FY 2021-22 CAPER was made available for public review and comment for at least a 15-day period, from August 29, 2022, through September 15, 2022. A notice (in English and Spanish) of public comment and the September 15, 2022, public hearing was published in both the Monterey Herald and Monterey County Weekly on August 29th and September 1st respectively.

The CAPER was also posted on the City website at www.ci.seaside.ca.us/CDBG and is available at the following locations:

- Seaside City Hall
- Seaside Public Library
- Seaside Fire Station
- Oldemeyer Community Center
- Community Development Department

All public comments received during the 15-day public review period or at the public hearing will be incorporated into the FY 2021-22 CAPER and submitted to HUD.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

ATTACHMENTS

1. Resolution
 2. FY 21-22 CAPER
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE FY2021-2022 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Seaside ("City") participates in the Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") Program; and

WHEREAS, the City received CDBG funds in FY2021/2022; and

WHEREAS, HUD requires the City to prepare and submit a Consolidated Annual Performance and Evaluation Report ("CAPER") for the CDBG program within 90 days of the close of the fiscal year; and

WHEREAS, the City of Seaside, as required by HUD, duly published notice of, and conducted a public hearing to obtain the views of citizens on the FY 2021/2022 CAPER; and

WHEREAS, on September 15, 2022, the City Council of the City of Seaside reviewed the FY 2021/2022 CAPER and approved the report, including any comments; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the FY 2021/2022 CAPER, is hereby approved, and that the City Manager or designee is hereby authorized and directed to submit the FY 2021/2022 CAPER to HUD as required; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE

Consolidated Annual Performance and Evaluation Report (CAPER)
For the Community Development Block Grant Program (CDBG)
Fiscal Year 2021-2022 (Program Year 2021)

DRAFT RELEASED FOR PUBLIC COMMENT
August 29, 2022

Prepared by:
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726 | CDBG@ci.seaside.ca.us

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Exhibits:

Executive Summary

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG). As a recipient of these funds, the City is required (pursuant 24 CFR 91.520) to prepare a Consolidated Annual Performance Evaluation Report (CAPER) annually to evaluate the City's overall progress and performance in meeting the following priority activities identified within its five-year Consolidated Plan and the Annual Action Plan:

- Access to community and social services;
- Improve accessibility to persons with disabilities;
- Provide quality facilities and infrastructure;
- Promote beautification;
- Assist microbusinesses; and
- Prevent, prepare for, and respond to the coronavirus pandemic.

Despite the unprecedented challenges that the coronavirus pandemic presented in Program Year 2021 (PY2021), the City of Seaside and its partners remained steadfast in the face of all challenges and made diligent efforts to effectively administer CDBG programs and activities in order to lessen the impacts of COVID-19 and to assist at-risk and low- and moderate-income (LMI) Seaside residents.

This document represents the City of Seaside's PY2021 CAPER related to the City's CDBG Program. The CAPER provides HUD, the public, and the City an opportunity to review Seaside's housing and community development accomplishments for PY2021, with a special focus on those activities funded by the CDBG program.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In PY2021, consistent with the strategic goals and priorities in the 2020-2024 Consolidated Plan and the 2021-22 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs, and partnered with local non-profits to carry out various projects and activities. Data in Table 1 below highlights key accomplishments during the program year and reflects the progress towards the Consolidated Strategic Plan goals. Highlights include:

Strategic Goal 1: Access to community and social services

To ensure access to much needed community and social services, the City collaborated with experienced local non-profits to undertake various programs benefiting a diverse clientele. A summary of the activities and outcomes is provided below:

- 200 LMI persons received access to free music, dance, and arts classes through the Palenke Arts Program.
- 31 LMI high school students received youth gang and violence prevention training through the Community Partnership for Youth.
- 69 7th and 8th grade girls received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast.
- 102 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 182 LMI seniors received free legal services through the Legal Services for Seniors.
- 150 LMI homebound elderly (over 75 years old) persons received meals through the Meals on Wheels of the Monterey Peninsula.
- 58 LMI students received after school tutoring and access to technology and enrichment activities through the The Village Project.
- 46 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity.

Strategic Goal 2: Improve accessibility to persons with disabilities

The City of Seaside commenced the implementation of the Ellis Park improvement project. This project is on track for completion and closeout in PY2022.

Strategic Goal 3: Provide quality facilities and infrastructure

In PY2021, the City of Seaside funded the following capital improvement projects:

- Boys and Girls Clubhouse - Gymnasium and Kitchen Improvements (*project completed*). In PY2021, 365 LMI persons benefited from this project. It is anticipated that around 300 LMI persons will benefit from these improvements per year in the coming years.
- Community Human Services - Genesis House Facility Improvements (*project completed*). In PY2021, 295 LMI persons benefited from this project. It is anticipated that around 300 LMI persons will benefit from these improvements per year in the coming years. This subrecipient also completed the 2020 flooring carryover project during PY2021.

Strategic Goal 4: Promote beautification

The City of Seaside did not fund any projects in support of this goal in PY2021. However, the City anticipated that the Veterans Transition Center (VTC) would begin the implementation of the previously funded housing rehabilitation project on the former Fort Ord to provide housing for homeless Seaside veterans. This project did not commence in PY2021 because VTC was hampered by additional planned funding not being allocated due to COVID-19 impacting funding prioritization from other capital funding partners including the County of Monterey. This project is on track for completion in PY2022.

Strategic Goal 5: Prevent, prepare for, and respond to the coronavirus pandemic

The City of Seaside did not fund any projects in support of this goal in PY2021. However, the City continued implementation of previously funded coronavirus response activities in PY2021, including the following:

- COVID-19 Immunization Clinics: Originally funded in PY2020, this activity was not completed in PY2021 and has been carried over to PY2022. In PY2021, 1,024 LMI Seaside residents received COVID-19 immunizations through Central Coastal VNA and Hospice Inc. COVID-19 clinics were set up in various community centers and hard-to-reach areas to ensure improve access to this service. This activity is anticipated to be completed in PY2022.
- COVID-19 Outreach: Originally funded in PY2020, this activity was not completed in PY2021 and has been carried over to PY2022. The City's Fire Department is spearheading the City's COVID-19 outreach efforts. This activity is anticipated to be completed in PY2022.

Strategic Goal 6: Program Planning and Administration

The City's CDBG staff provided assistance with the administration and oversight of the CDBG and CDBG-CV projects and activities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 provides numeric detail on activities completed in PY2021, and progress made toward meeting the Consolidated Strategic Plan goals and objectives:

Goal	Category	Source / Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2021/2022 Program Year (Year 2)		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Access to Community and Social Services	Non-Homeless Special Needs Non-Housing Community Development Other	CDBG(2021): \$71,500	Public service activities other than Low/Moderate Income Housing Benefit Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	5,000	1,503	30.06%	776	838	107.9%
Improve accessibility to persons with disabilities	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2020): \$112,487 CDBG(2021): \$266,045	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,800	0	0%	845	0	0%
Provide Quality Facilities and Infrastructure	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2020): \$26,913 CDBG(2021): \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,800	1,595	88.61%	475	660	138.94%
Promote Beautification	Non-Housing Community Development Homeless	CDBG(2019): \$43,974.33 CDBG(2020): \$40,000	Homelessness Prevention	Persons Assisted	15	0	0%	15	0	0%
COVID-19 Preparation, Prevention, and Response	COVID-19	CDBG-CV(2020): \$223,046.51	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20,000	14,879	74.39%	3,350	1,024	30.56%
Program Planning and Administration	CDBG Program Administration	CDBG(2021): \$95,000 CDBG-CV(2020): \$8,288.90	Other	Other	5	2	40%	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During PY2021, the City of Seaside focused on addressing the following priorities of the of the 2020-2024 Consolidated Plan:

- Access to community and social services
- Improve accessibility to persons with disabilities
- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

The City of Seaside's primary objective is to use its CDBG funds to several target groups as identified in the 2020-2024 Consolidated Plan, which are:

- Extremely low-income and very low-income households
- Seniors
- Youth, primarily ages 6–17
- Persons with disabilities

Under the six objectives listed above, during PY2021 the City was able to accomplish the following:

Activity Category and Matrix Code	Number of Beneficiaries
Youth Centers (03D)	365
Neighborhood Facilities (03E)	295
Senior Services (05A)	150
Legal Services (05C)	182
Youth Services (05D)	460
Fair Housing Activities (05J)	46
Health Services (05M)	1,024
TOTAL	2,522

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1411
Black or African American	289
Asian	146
American Indian or American Native	39
Native Hawaiian or Other Pacific Islander	44
Amer. Indian/White	1
Asian/White	4
Black/White	17
Amer. Indian/Black	0
Other	571
Total	2,522
Hispanic	1,180
Not Hispanic	1,342

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 above shows the race and ethnic distribution of persons who received assistance or services through the CDBG program during the 2021 program year. The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area or group to help make sure they benefit as many low- and moderate-income residents as possible

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	378,038	175,765
Other	Program Income	104,507	74,915

Table 3 - Resources Made Available

Narrative

During PY2021, which began on July 1, 2021 and ended on June 30, 2022, the City of Seaside received \$378,038 in CDBG allocation and \$104,507 in program income.

The City also carried forward the following projects from PY2019 and PY2020 into PY2021. While some of these projects were completed in PY2021, others are on track for completion in PY2022.

- Veterans Transition Center, duplex renovations, carried forward balance \$43,974 from PY2019. This project did not commence in PY2021 and is on track for completion in PY2022.
- Veterans Transition Center, duplex renovations, carried forward balance \$40,000 from PY2020. This project did not commence in PY2021 and is on track for completion in PY2022.
- Community Human Services, Genesis House Flooring upgrades, carried forward balance \$26,913 from PY2020. This project was completed in PY2021.
- City of Seaside Engineering, Ellis Park improvements, carried forward balance \$112,487 from PY2020. The City commenced the implementation of this project in PY2021, and is on track for completion in PY2022.
- COVID-19 vaccination clinics and outreach: The City continued its coronavirus response services (COVID-19 clinics and outreach) using the carryover balance of \$223,046.51 from PY2020. These activities are on track for completion in PY2022.
- Microenterprise Assistance carried forward balance \$14,486. No activity was undertaken in support of this activity. The City intends to reprogram these funds through a substantial amendment in PY2022.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	In PY2021, The City of Seaside utilized CDBG funds for LMC activities throughout the City

Table 4 – Identify the geographic distribution and location of investments

Narrative

Funds expended during PY2021 were primarily used for Low-and Moderate-Income Clientele (LMC) activities serving Low-and Moderate-Income persons residing within and throughout the City of Seaside.

The City of Seaside commenced the phased improvement of the Ellis Park in PY2021. Once completed, this project will target local target area. This project is on track for completion and closeout in PY2022.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. On occasion, there are projects utilizing a variety of funding sources such as the Veterans Transition Center utilizing a combination of funding for their regional project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies. For instance, the Ellis Park improvement project, in addition to CDBG funds, will use over \$300,000 in Prop 68 State Grant and the City's General Fund monies.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Seaside did not obtain any other grant funding sources for housing activities in 2021-2022.

The Community and Economic Development Services staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. Additionally, the City works closely with a diverse group of nonprofit organizations to provide CDBG public service subrecipient funding.

Some of the currently underway housing initiatives and projects are as follows:

Accessory Dwelling Units (ADU) Efforts

The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid in addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. From January 2020 to August 2021, forty-two (42) property owners have applied for building permits to create new or legalize existing ADUs. Forty (40) applicants have been approved for water allocations for their new ADU projects, and five (5) ADU building permits have been finalized and received occupancy certificates.

Campus Town

The Campus Town project would allow for the development of 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 SF of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus. Of the 1,485 housing units, 297 will be designated as affordable housing units. The project is proceeding through the planning process and may break ground in early 2022.

Ascent

The Ascent project will be the first new multi-family housing project to be built in Seaside in over 20 years, and will include a significant amount of affordable housing. Seaside City Council approved the project in November of 2019. The project is a ten building workforce rental housing development consisting of 106 one bedroom, two bedroom, three bedroom units and townhouses along Olympia Ave and Broadway Ave, with 16 of those being affordable units. The project is also proposing 4,000 square feet of retail space, a shared vehicular court and green space areas for residents. This development will accelerate the City's improvements for the Downtown district and realize the City priorities of growing upward, increasing our affordable housing supply and becoming more transit and pedestrian-friendly. The developer recently submitted project plans for permit approval. The project should break ground by fall of 2021.

Parker Flats Apartments

The Parker Flats Apartments project consists of the rehabilitation and renovation of two (2) existing former military nursing barracks on the former Fort Ord to create a total of forty (40) two-bedroom multi-family residential units. The Developer will restrict eight (8) rental housing units to occupancy by low-income households for a period of thirty (30) years. The project has been approved by City Council and is in the process of developing plans for submission for planning approval.

Discuss how these outcomes will impact future annual action plans.

There continues to be a need for housing units for extremely low-, very low- and low- income households. In response, the City will continue to explore opportunities with regional public service providers, local nonprofit housing developers, and neighboring jurisdictions for the development of new housing units in the region.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

Allocations to public services serve primarily low to moderate-income individuals and families.

Seaside is not currently a participant in HOME funding.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

During PY2021, the City continued its partnership with the Community Human Services and Veterans Transition Center, which provide transitional and permanent housing to homeless. Additionally, the City's full-time Family & Community Support Practitioner seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Addressing the emergency shelter and transitional housing needs of homeless persons

During PY2021, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provision of hotel vouchers for emergency shelter access as appropriate and available
- Established temporary encampments/safe parking sites, and shelter during Pandemic
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During PY2021, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds:

- Linked individuals and families to County benefits including rental assistance, and Cash-Aid to pay landlords and avoid eviction
- Connected individuals discharged from publicly funded institutions to shelters, and obtain hotel vouchers
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During PY2021, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provide referrals and linkages to community and County housing programs to receive case management support in navigating housing resources and programs
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Additionally, in response to the COVID-19 global pandemic and the ensuing economic decline, the City sought funding from the County of Monterey to help Seaside residents and families at risk of becoming homeless and being evicted. On March 5, 2021, City of Seaside was awarded \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP). This funding was used for the City of Seaside's Residential Rent and Utility Assistance Program which assisted hundreds of Seaside residents in maintaining rental housing and essential utilities during the COVID-19 pandemic. The program assists Seaside residents who are facing housing instability because of loss or reduction in

income due to the COVID-19 crisis, whose annual income is less than 80% of Area Median Income (AMI), and who are behind on rent or utility payments.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not own any public housing and the 2024 Consolidated Plan does not include plans to construct or operate public housing. However, there are several subsidized housing units scattered throughout the City, which are managed by the Housing Authority of Monterey County (HAMC) as well as other non-profit organizations. During PY2021, HAMC had 186 families/individuals that were participants in the Housing Choice Voucher Program residing/leasing in the City of Seaside.

HAMC is the primary public organization for affordable housing and supportive services in the area and manages the Section 8 Housing and Family Self-Sufficiency Programs. Both programs are essential to meeting the City of Seaside's low-income housing needs. The Housing Authority collaborates with a broad spectrum of community non-profits, city and county agencies as well as state organizations to address affordable housing and housing shortage issues.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACM has taken the lead in developing innovative models to enable the homeless and other low-income families to achieve economic independence and self-sufficiency. Their multi-faceted plan to improve the operation of public housing units and assist clients toward self-sufficiency is detailed in their periodically updated Five Year Action Plan. HACM converted all public housing units countywide to Project-Based Rental Assistance.

Actions taken to provide assistance to troubled PHAs

HUD has not designated the Housing Authority of Monterey County (HAMC) as "troubled".

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives,

and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2015–2023 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As part of the Consolidated Plan, the City identified several obstacles to meeting needs that are particularly difficult to achieve in the City. Below are some of the actions the City is taking to overcome the obstacles:

- Increase development, preservation, and rehabilitation of affordable housing for low-income and special needs households.
- Provide assistance for the homeless and those at risk of becoming homeless through collaborations with other agencies.
- Provided assistance to low-income and special needs households.
- Provided public facilities improvements to strengthen neighborhood revitalization.
- Cooperate with, and provide assistance to, for-profit and non-profit developers to facilitate construction of housing units through new housing development.
- Provided rental and utility assistance to hundreds of LMI Seaside households through the Rental Assistance Program, which is funded through Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP).

The City also continued to address the lack of funding for the needs identified in the Consolidated Plan by rigorously managing HUD CPD funds through a citizen engagement process, monitoring, and providing technical assistance to subrecipients, while also pursuing new funding sources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City did not conduct any activities for which lead-based paint clearance was necessary in 2021.

However, the City does conduct a visual assessment to identify lead-based paint hazards when necessary and contracts with certified lead-based paint inspectors as required by state law. The brochure published by the US Environmental Protection Agency entitled "Protect Your Family from Lead in Your Home" is linked on the City website and is available at the Seaside Creates office at 656 Broadway. This brochure is also available at the Seaside Library. The brochure and others are available on the US EPA website <https://www.epa.gov/lead/documents-and-outreach-materials>.

The City encourages contractors for CDBG project to use Section 3 contractors and/or employees. All subrecipients undertaking construction projects are encouraged to specifically invite Disadvantaged Business Enterprises (including women-owned) to bid.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the program year, the City worked with the following organizations that focus on increasing self-sufficiency among lower-income populations:

- 200 LMI persons received access to free music, dance, and arts classes through the Palenke Arts Program.
- 31 LMI high school students received youth gang and violence prevention training through the Community Partnership for Youth.
- 69 7th and 8th grade girls received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast.
- 102 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 182 LMI seniors received free legal services through the Legal Services for Seniors.
- 150 LMI homebound elderly (over 75 years old) persons received meals through the Meals on Wheels of the Monterey Peninsula.
- 58 LMI students received after school tutoring and access to technology and enrichment activities through the The Village Project.
- 46 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity.
- 117 LMI Seaside residents received COVID-19 immunizations through Central Coastal VNA and Hospice Inc. COVID-19 clinics were set up in various community centers and hard-to-reach areas to ensure improve access to this service. This activity is anticipated to be completed in PY2022.

Additionally, on March 5, 2021, City of Seaside was awarded \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP). This funding was used for the City of Seaside's Residential Rent and Utility Assistance Program and assisted hundreds of Seaside residents in maintaining rental housing and essential utilities during the COVID-19 pandemic. The program assisted Seaside residents who were facing housing instability because of loss or reduction in income due to the COVID-19 crisis, whose annual income was less than 80% of Area Median Income (AMI), and who were behind on rent or utility payments.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished through providing technical assistance on federal grant management requirements, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate. All policies and procedures related to internal grant management procedures are reviewed and updated when areas of opportunity for efficiency and collaboration are identified.

The City continues to participate with other local jurisdictions in sharing information and resources

regarding CDBG and other housing programs. In PY2021, the City collaborated with multiple public service organizations to identify and address the needs and concerns of City residents.

During PY2021, the City also revived its the Community Development Advisory Committee (CDAC). CDAC provides advice and recommendations to the City Council on all policy issues relating to the Consolidated Plan, the Annual Action Plan, the CDBG Program. CDAC also plays an integral role in the in the continuous monitoring and oversight on the use of CDBG funds. During PY2021, CDAC met several times to review and discuss new applications, receive agency presentations, and recommend funding allocations to the City Council.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as Coalition of Homeless Services Providers (CHSP) which is the lead agency and collaborative applicant for CA-506 Monterey/San Benito Counties Continuum of Care (CoC). To improve intergovernmental and private sector cooperation, the City participated with other local jurisdictions and developers in sharing information and resources.

The City is exploring options to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, non-homeless, and special needs households. The Finance Department coordinates loan monitoring of the recipients of CDBG home improvement loans issued in previous years. These loans were monitored for compliance in the program (residency, insurance, etc).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

A regional Analysis of Impediments (AI) to Fair Housing Choice was completed in 2019. The AI recommended policies and actions to respond to the fair housing impediments identified in the document. The document states that the primary impediments to fair housing choice are access to affordable housing and knowledge of fair housing services. The City has implemented the following in response to the impediments identified in the AI:

- City staff continues to contract with a fair housing provider to conduct outreach and education regarding fair housing for home seekers, landlords, property manager, real estate agents, and lenders. In PY 2020, the City supported the Eden Council for Hope and Opportunity (ECHO) through CDBG funding. ECHO provides fair housing, tenant and landlord counseling, dispute resolution services, and rental mediation activities.
- The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers

in the city to ensure the fair and equitable treatment of persons and households seeking housing in Seaside.

- The City will periodically review the Zoning Ordinance to ensure regulations are consistent with fair housing laws and do not constrain housing production. If particular zoning requirements impede fair housing or production, the City will amend the regulations.
- The City will continue to support the Housing Authority of Monterey County to ensure adequate outreach to minority, limited English proficiency, and special needs populations regarding the availability of public housing and Section 8 vouchers.
- The City will continue to plan for higher residential and employment densities where appropriate to maximize linkages between employers and affordable housing.
- The City will continue to work with local transit agencies to facilitate safe and efficient routes for the various forms of public transit.

The City has always been concerned about poverty and has recognized the need of its citizens to live in safe and sanitary housing in decent neighborhoods. The City's first three redevelopment projects, Noche Buena, Del Monte Heights, and Hannon redevelopment projects, were exclusively residential projects providing decent housing in an urban environment.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual desk or on-site visit to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided throughout the program year on an as-needed basis.

Additionally, the City follows HUD-approved procurement guidelines and tracks both Section 3 and MBE/WBE participation in all federally funded public contracts. The City also regularly contracts with minority business owners for its small home repair grants program. The City also participates in regional planning efforts, including the regional Assessment of Fair Housing in partnership with the other jurisdictions of Monterey County.

In PY2021, City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also provided information on subrecipient agreement policies, data collection, and financial management. The City recommended that each subrecipient and the facilities project sponsors read the "Playing by the Rules" guide produced by HUD. Staff provided guidance and assistance to public service providers in the form

of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror IDIS and are regularly reconciled to IDIS.

During PY2021, staff examined each subrecipient's quarterly progress toward performance targets. Public services subrecipients are set up in the reporting software to report their service population quarterly. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or when past performance issues have not been resolved. The City has placed emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress.

Due to the COVID-19 pandemic, onsite visits have not yet been conducted, but they will be completed once the public health crisis has subsided. At this point, no findings or corrective actions were issued. Formal monitoring to include both desk reviews and onsite visits for PY2021 are anticipated to take place in PY2022.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The 2021 CAPER was made available for public review and comment for at least a 15-day period, from August 29, 2022, through September 15, 2022. It was posted on the City website at www.ci.seaside.ca.us/CDBG and available at the following locations:

- Seaside City Hall located at 440 Harcourt Ave, Seaside, CA 93955
- Seaside Public Library located at 550 Harcourt Ave, Seaside, CA 93955
- Seaside Fire Station located at 1635 Broadway Ave, Seaside, CA 93955
- Oldemeyer Community Center located 986 Hilby Ave, Seaside, CA 93955
- Community Development Department located at 656 Broadway Ave, Seaside, CA 93955

A notice (in English and Spanish) was published in the Monterey County Weekly and the Monterey Herald newspaper. The public contact and nonprofit agencies email lists created during the development of the Consolidated Plan were notified of the publication of the Draft CAPER.

On August 11, 2022, the Community Development Advisory Committee (CDAC) held a public hearing to receive a preliminary report on the PY2021 accomplishments.

On September 15, 2022, the Seaside City Council held a public hearing on the CAPER and to receive any additional public comment. Public Comment at the City Council Meeting consisted of the following comments: **TBD**

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

PY2021 was one of new insights, significant adjustments, skill building, and organizational improvements for the City and its subrecipients. Despite the disruption of the COVID pandemic and its devastating impact on our communities, the City and its subrecipients continued to serve Seaside residents through innovative programming and activities.

Both the City and its partners learned to effectively handle a totally unexpected situation that directly impacted our ability to deliver programs. While some subrecipients were able to pivot their approach to virtual platforms to deliver their programs, others continued their activities in-person while following CDC guidelines. Both the City and its partners have clearly improved the capacity to deliver programs in an alternative format that made it possible to reach Seaside residents. We now have the confidence of knowing we can face a crisis and take appropriate steps to manage and grow from the experience.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: September 15, 2022

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE "FY 2021/2022 PAVEMENT REHABILITATION PROJECT" (PROJECT BUDGET ROLLED FORWARD TO FY 2022/2023), AWARDING A CONSTRUCTION CONTRACT TO GRANITE ROCK COMPANY FOR AN AMOUNT NOT TO EXCEED \$1,993,299.50, AND REVISING THE MEASURE X BOND STREET LIST TO INCLUDE KIMBALL AVENUE AND WHEELER STREET**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the "FY 2021/22 Pavement Rehabilitation Project"; awarding a construction contract to Granite Rock Company for an amount not to exceed \$1,993,229.50; establishing a 10% contingency for a total project construction amount not to exceed of \$2,192,629.45; authorizing the City Manager to execute the construction contract, approving amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications, and revising the Measure X Bond Street List to include Kimball Avenue and Wheeler Street.

BACKGROUND

The "FY 2021/2022 Pavement Rehabilitation Project" (Project) consists of pavement rehabilitation on Kimball Avenue and Wheeler Street with foamed full depth reclamation (FDR), microsurface of the northern and southern portions of Fremont Boulevard, several base repair locations throughout the City, and citywide street restriping. Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Street were previously planned to be rehabilitated with the Pavement Rehabilitation Phase 3 Project, which started construction in August 2020. Staff

removed those street segments from the Phase 3 project to allow Pacific Gas and Electric (PG&E) and California American Water (CalAm) to replace their utility lines in conflict with the proposed rehabilitation of the streets to a lower elevation. They have completed that work and we are now proceeding with that construction work.

The design was completed and the project was released for construction bids on August 11, 2022, and bids were opened on September 1, 2022. Bids were received from the following three contractors:

Contractors	Bid
Granite Rock Company	\$1,993,229.50
Granite Construction, Inc	\$2,349,254.10
Monterey Peninsula Engineering	\$2,489,086.90

Based upon evaluation of bid documents received, Granite Rock Company was the lowest responsive and responsible bidder, with a bid of \$1,993,229.50. Granite Rock Company has satisfactorily constructed similar work projects to the FY 2021/2022 Pavement Rehabilitation Project for other public agencies in the past. Staff recommends a construction contract for this project be awarded to Granite Rock Company.

Measure X Street Bond List

On January 7, 2021, the City Council adopted Resolution No 21-01 which approved a revised Measure X Bond Street List (List). All the streets on the List have been improved with the completion of Pavement Rehabilitation Project - Phase 2 and Phase 3. The Trust Agreement for the Measure X Bond funds stipulates that "the designation of the particular streets and roadways to be improved is made by the City Council of the City, in consultation with the City Engineer". Kimball Avenue and Wheeler Street are included in the 2021/2022 Pavement Rehabilitation Project but are not identified on the List that is approved for Measure X Bond funds. As in past practice, the City Council has revised the Measure X Bond Street List to include street segments proposed for improvements that utilize bond funds. Staff recommends revising the Measure X Bond Street List to include Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Street.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorical Exempt (Class 1, Existing Facilities). The project consists of pavement rehabilitation and involves negligible or no expansion of use.

FISCAL IMPACT

The proposed construction contract with Granite Rock Company is a not to exceed amount of \$1,993,229.50. A contract contingency of 10%, \$199,329.95, is appropriate for a project of this scope.

The adopted fiscal year budget for the "FY 2021/2022 Pavement Rehabilitation Project" is funded from the Street Resurfacing Account (212-8920-9600) in the amount of \$1,200,000.00 and the Street Striping Account (212-8970-9600) in the amount of \$175,000.00 for a total approved Project budget of \$1,375,000.00. The Project requires additional striping design, construction management, inspection services, and design support during construction. Based upon those services necessary for the Project, construction, and the construction contingencies, an additional amount of \$912,460.45 is needed to complete the Project, resulting in a revised Project budget of \$2,287,460.45. There are sufficient funds in the Street Resurfacing Account (212-8920-9600) in the amount of \$4,555,000.00.

Staff recommends adopting a resolution (Attachment 1) approving the plans and specifications (Attachments 4 and 5) for the FY 2021/2022 Pavement Rehabilitation Project; awarding a construction contract (Attachment 3) to Granite Rock Company for an amount not to exceed \$1,993,229.50; establishing a 10% contingency for a total Project construction amount not to exceed \$2,192,629.45; authorizing the City Manager to execute the construction contract, and approve any amendments, extensions, and change orders until completion of the Project in accordance with the plans and specifications up to the total Project construction amount; and, revising the Measure X Bond Street List to include Kimball Avenue and Wheeler Street (Attachment 2).

ATTACHMENTS

1. Resolution
2. Measure X Bond Street List
3. Construction Contract
4. Plans
5. Specifications

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REVISING THE MEASURE X BOND LIST TO INCLUDE KIMBALL AVENUE AND WHEELER STREET, AND APPROVING THE PLANS AND SPECIFICATIONS FOR THE FY 2021/2022 PAVEMENT REHABILITATION PROJECT, AWARDING A CONSTRUCTION CONTRACT TO GRANITE ROCK COMPANY FOR AN AMOUNT NOT TO EXCEED \$1,993,299.50 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 10% CONTINGENCY OF \$2,192,629.45

WHEREAS, the "FY 2021/2022 Pavement Rehabilitation Project" (Project) is an approved City Capital Improvement Project identified in the fiscal year 2022-2023 annual budget; and

WHEREAS, design of the project was completed in August 2022; and

WHEREAS, the proposed improvements include pavement rehabilitation on Kimball Avenue and Wheeler Street with foamed full depth reclamation (FDR), microsurface of the northern and southern portions of Fremont Boulevard, and several base repair locations throughout the City, in addition to citywide street restriping; and

WHEREAS, on August 11, 2022, the project was released for construction bids, and on September 1, 2022, three bids were received; and

WHEREAS, Granite Rock Company was determined to have the lowest responsive and responsible bid in the amount of \$1,993,299.50; and

WHEREAS, an amount of \$199,329.95 contingency, approximately 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, Granite Rock Company has successfully completed similar pavement rehabilitation projects for the City; and

WHEREAS, the City has determined that the Project budget including construction contingency, construction management and inspection services and design support during construction, is \$2,287,460.45 requiring an additional \$912,460.45 to complete the Project; and

WHEREAS, there are sufficient funds in the Street Resurfacing Account (212-8920-9600) for additional budget to be allocated to the Project; and

WHEREAS, there remains funds in the Measure X Bond funds to support the Project; and

WHEREAS, all the streets identified on the Measure X Bond Street List have been improved; and

WHEREAS, Kimball Avenue and Wheeler Street are not identified on the Measure X Bond Street List and need to be included in the List so that the Project can utilize the remaining Measure X Bond funds; and

WHEREAS, the Project is categorical exempt per Article 19, section 15301 of CEQA because the project will repair the pavement of city streets, and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside revises the Measure X Bond List to include Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Avenue; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside approves the plans and specifications for the FY 2021/2022 Pavement Rehabilitation Project dated August 11, 2022; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside approves reallocating additional funds from the Street Resurfacing Account (212-8920-9600) to the FY 2021/2022 Pavement Rehabilitation Project, such that the revised Project budget is \$2,287,460.45, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the City of Seaside City Council authorizes the City Manager to execute a construction contract with Granite Rock Company for an amount not to exceed \$1,993,299.50; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$2,192,629.45.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 15th day of September, 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

"FY 2021/2022 Pavement Rehabilitation Project"

Existing Measure X Bond Street List (modified 1/7/2021)		
Street	From	To
Broadway Ave.	Fremont Blvd.	General Jim Moore Blvd.
Noche Buena St.	Hilby Ave.	Seaside High Entrance
La Salle Ave.	Del Monte Blvd.	Luzern
Military Ave.	Fremont Blvd.	Cross St.
Del Monte Blvd.	Fremont Blvd.	Echo Ave.
Fremont Blvd.	South City Limits	Broadway Ave.
Fremont Blvd.	La Salle Ave.	North City Limits
Playa Ave.	Del Monte Blvd.	Fremont Blvd.
Hilby Ave.	Yosemite St.	Mescal St.
San Pablo Ave.	Noche Buena St.	Mescal St.
Yosemite St.	Mingo Ave.	La Salle Ave.
Echo Dr.	Fremont Blvd.	200' West of Baker St.

Proposed Measure X Bond Street List		
Street	From	To
Broadway Ave.	Fremont Blvd.	General Jim Moore Blvd.
Noche Buena St.	Hilby Ave.	Seaside High Entrance
La Salle Ave.	Del Monte Blvd.	Luzern
Military Ave.	Fremont Blvd.	Cross St.
Del Monte Blvd.	Fremont Blvd.	Echo Ave.
Fremont Blvd.	South City Limits	Broadway Ave.
Fremont Blvd.	La Salle Ave.	North City Limits
Playa Ave.	Del Monte Blvd.	Fremont Blvd.
Hilby Ave.	Yosemite St.	Mescal St.
San Pablo Ave.	Noche Buena St.	Mescal St.
Yosemite St.	Mingo Ave.	La Salle Ave.
Echo Dr.	Fremont Blvd.	200' West of Baker St.
Kimball Avenue	Fremont Blvd.	Wheeler Street
Wheeler Street	Hilby Avenue	Kimball Avenue



**CITY OF SEASIDE
CONSTRUCTION CONTRACT
FY 2021/2022 PAVEMENT REHABILITATION PROJECT**

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

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the FY 2021/2022 Pavement Rehabilitation Project, dated August 11, 2022, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

Item No.	Item Description	Unit	Est. Qty	Unit Cost	Total Cost
GENERAL					
1	Mobilization	LS	1	\$ 84,155.00	\$ 184,155.00
2	Traffic Control System	LS	1	\$ 196,100.00	\$ 196,100.00

3	Water Pollution Control	LS	1	\$ 24,500.00	\$ 24,500.00
4	CPM Schedule	LS	1	\$ 500.00	\$ 500.00
5	Lead Compliance Plan	LS	1	\$ 2,000.00	\$ 2,000.00
ROADWAY IMPROVEMENTS					
6	Grind and Removal of Existing Roadway	CY	1,171	\$ 79.00	\$ 92,509.00
7	Base Failure Repair (3-inches)-Fremont Blvd	TON	296	\$ 350.00	\$ 103,600.00
8	Base Failure Repair (4-inches)-City Wide	TON	355	\$ 385.00	\$ 136,675.00
9	Additional Base Repair (4-inches) -City Wide (as needed)	TON	98	\$ 438.00	\$ 42,924.00
10	Hot Mix Asphalt (Type A) - Full Depth HMA	TON	268	\$ 185.00	\$ 49,580.00
11	Hot Mix Asphalt (Type A) - Overlay	TON	2,104	\$ 140.00	\$ 294,560.00
12	Microsurface Maintenance Treatment	SY	10,285	\$ 3.60	\$ 37,026.00
13	Crack Seal	LF	24,020	\$ 0.75	\$ 18,015.00
14	Foamed Full Depth Reclamation (FDR) Process	SY	8,454	\$ 18.00	\$ 152,172.00
15	Foamed Asphalt	TON	130	\$ 965.00	\$ 125,450.00
UTILITY ADJUSTMENTS					
16	Adjust Monument Cover to Grade	EA	1	\$ 2,150.00	\$ 2,150.00
17	Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	7	\$ 2,350.00	\$ 16,450.00
18	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	7	\$ 2,350.00	\$ 16,450.00
19	Adjust Gas Valve Cover to Grade (GV)	EA	1	\$ 1,905.00	\$ 1,905.00
20	Adjust Water Valve Cover to Grade (WV)	EA	32	\$ 1,905.00	\$ 60,960.00
21	Adjust Telephone Box Cover to Grade	EA	1	\$ 831.00	\$ 831.00
SIGNING & STRIPING					
22	Thermoplastic Traffic Stripe - Detail 2	LF	5,299	\$ 1.50	\$ 7,948.50
23	Thermoplastic Traffic Stripe - Detail 9	LF	5,818	\$ 1.50	\$ 8,727.00
24	Thermoplastic Traffic Stripe - Detail 22	LF	1,252	\$ 4.00	\$ 5,008.00
25	Thermoplastic Traffic Stripe - Detail 29	LF	88	\$ 8.00	\$ 704.00
26	Thermoplastic Traffic Stripe - Detail 27B	LF	149	\$ 3.00	\$ 447.00
27	Thermoplastic Traffic Stripe - Detail 38	LF	2,262	\$ 4.00	\$ 9,048.00
28	Thermoplastic "STOP" Marking	SF	770	\$ 8.00	\$ 6,160.00
29	Thermoplastic Limit Line	SF	1,479	\$ 7.00	\$ 10,353.00
30	Thermoplastic Continental Crosswalk (White)	SF	5,709	\$ 7.00	\$ 39,963.00
31	Thermoplastic Continental Crosswalk (Yellow)	SF	1,614	\$ 7.00	\$ 11,298.00
32	Thermoplastic Pavement Marking (White)	SF	1,374	\$ 8.00	\$ 10,992.00
33	Thermoplastic Pavement Marking (Yellow)	SF	158	\$ 10.00	\$ 1,580.00

34	(Paint) Traffic Stripe - Detail 2	LF	57,254	\$ 0.50	\$ 28,627.00
35	(Paint) Traffic Stripe - Detail 22	LF	400	\$ 2.00	\$ 800.00
36	(Paint) Traffic Stripe - Detail 29	LF	210	\$ 4.00	\$ 840.00
37	(Paint) Traffic Stripe - Detail 27B	LF	792	\$ 1.00	\$ 792.00
38	(Paint) Traffic Stripe - Detail 38	LF	228	\$ 2.00	\$ 456.00
39	(Paint) "STOP" Marking	SF	17,952	\$ 3.00	\$ 53,856.00
40	(Paint) Limit Line	SF	22,776	\$ 3.00	\$ 68,328.00
41	(Paint) Continental Crosswalk (White)	SF	8,232	\$ 4.00	\$ 32,928.00
42	(Paint) Continental Crosswalk (Yellow)	SF	16,788	\$ 3.00	\$ 50,364.00
43	(Paint) Pavement Marking (White)	SF	4,454	\$ 4.00	\$ 17,816.00
44	(Paint) Pavement Marking (Yellow)	SF	2,738	\$ 4.00	\$ 10,952.00
45	Pavement Marker - Blue Reflective Marker	EA	9	\$ 25.00	\$ 225.00
46	Install Traffic Sign and Post	EA	26	\$ 250.00	\$ 6,500.00
TRAFFIC SIGNAL IMPROVEMENTS					
47	Remove Detector Loops	EA	26	\$ 200.00	\$ 5,200.00
48	Install Detector Loops	EA	27	\$ 1,200.00	\$ 32,400.00
MISCELLANEOUS					
49	Detectable Warning Surface	EA	3	\$ 1,225.00	\$ 3,675.00
50	Stabalized Decomposed Granite Walkway	SF	400	\$ 22.00	\$ 8,800.00
TOTAL					\$1,993,299.50

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

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

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

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case

shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

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

CITY OF SEASIDE
Nisha Patel, Public Works Director/City Engineer
440 Harcourt Avenue
Seaside, CA 93955

GRANITE ROCK COMPANY
Rodney Jenny, Executive Vice President
5225 Hellyer Avenue, Suite 220
San Jose, CA 95138

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

CITY OF SEASIDE

GRANITE ROCK COMPANY

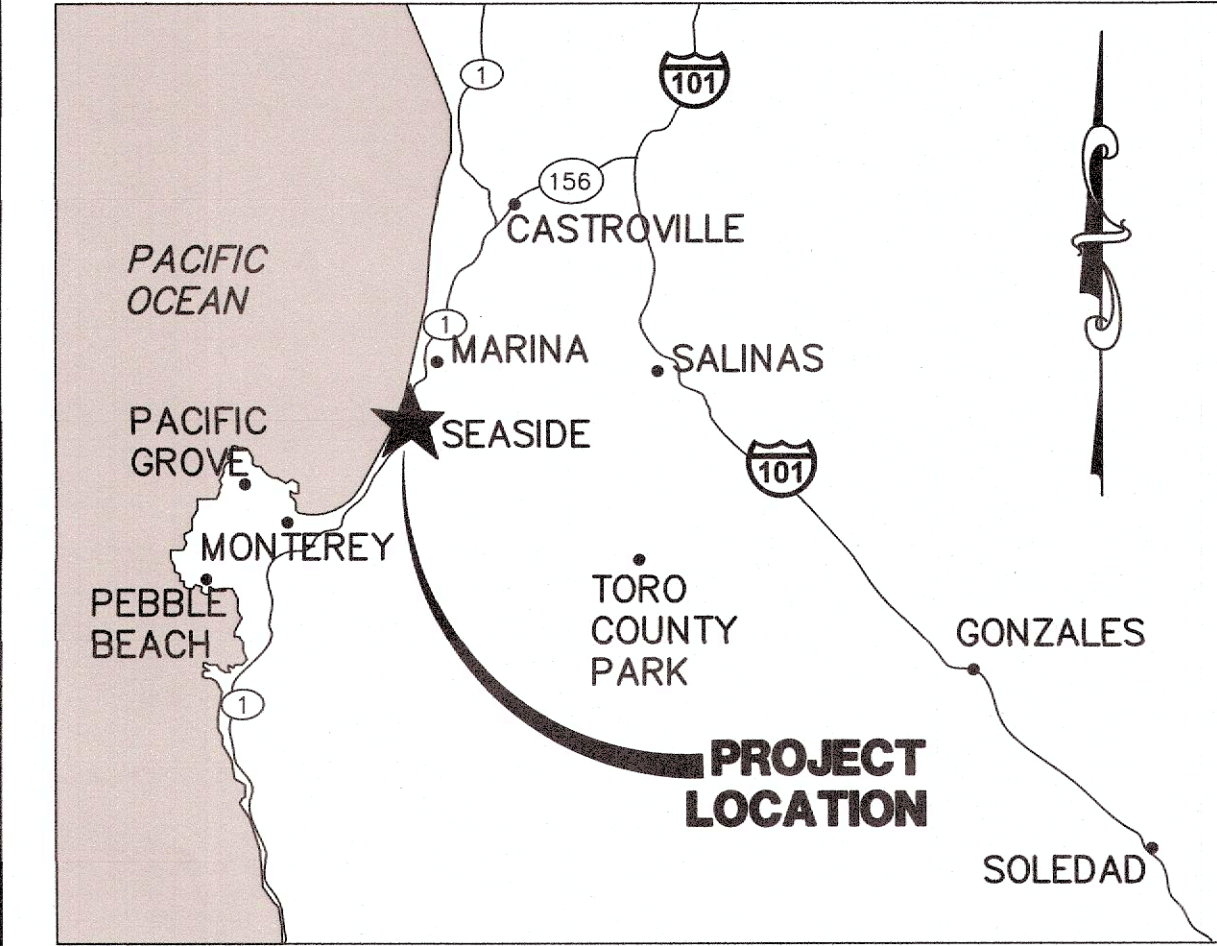
by: _____
Jaime M. Fontes, City Manager

by: _____
Rodney Jenny, Executive Vice President

Date

Date

Licensed in accordance with an act
providing for the registration of Contractors.
License No. 22



LOCATION MAP

NOT TO SCALE

FY 2021/2022 PAVEMENT REHABILITATION PROJECT

CITY OF SEASIDE, MONTEREY COUNTY, CA
CITY PROJECT NO. 212/8920/9600

INDEX OF DRAWINGS

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2	N-01	NOTES
3	K-01	KEY MAP
4	CD-01	CONSTRUCTION DETAILS
5	CD-02	CONSTRUCTION DETAILS
6	P-01	KIMBALL AVE - PAVEMENT REHABILITATION
7	P-02	WHEELER ST - PAVEMENT REHABILITATION
8	P-03	FREMONT BLVD - PAVEMENT REHABILITATION
9	P-04	CITY WIDE - BASE REPAIR
10	P-05	CITY WIDE - BASE REPAIR
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12	P-07	CITY WIDE - BASE REPAIR
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18	ST-06	MILITARY AVE - STRIPING
19	ST-07	ORD GROVE AVE - STRIPING
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31	ST-19	SAN PABLO AVE/LA SALLE AVE - STRIPING
32	SM-01	STOP MARKINGS TABLE
33	ST-20	CITY WIDE STRIPING
34	ST-21	CITY WIDE STRIPING
35	ST-22	CITY WIDE STRIPING
36	ST-23	CITY WIDE STRIPING

UTILITY AGENCY CONTACT INFORMATION

AT&T (TELEPHONE): SUE BARRAZA
SB8239@ATT.COM

CABLECOM (CABLE): MARK ROSE
MARK.ROSE@CABLECOMLLC.NET

CAL-AM (WATER): NINA MILLER
OPERATIONS MANAGER
NINA.MILLER@AMWATER.COM
(831) 884-3175

PG&E (GAS): JOE FOSTER
J4FU@PGE.COM

PG&E (ELECTRIC): JOANN KOOYMAN
J2K9@PGE.COM

CITY OF SEASIDE & SCSO (SEWER,
STORM, ETC.):
LESLIE LLANTERO
LLLANTERO@CI.SEASIDE.CA.US
(831) 899-6832

PROJECT CONTACT INFORMATION

OWNER:
NISHA PATEL, PE
CITY OF SEASIDE
EMAIL: NPATEL@CI.SEASIDE.CA.US

CIVIL ENGINEER:
FRANK LOPEZ
HARRIS & ASSOCIATES
PHONE: (831) 789-8667
EMAIL: FRANK.LOPEZ@WEAREHARRIS.COM

BENCHMARK:

ELEVATIONS SHOWN ARE NAVD 1988, AS DETERMINED
THROUGH USE OF THE NATIONAL GEODETIC SURVEY'S
ONLINE POSITIONING USER SERVICE (OPUS).



Know what's below.
Call before you dig.

ABBREVIATIONS

AB	AGGREGATE BASE	(N)	NEW
AC	ASPHALT CONCRETE	NF	NOT FOUND
ADA	AMERICANS WITH DISABILITIES ACT	N.I.C.	NOT IN CONTRACT
AG	ABANDONED GAS	NTS	NOT TO SCALE
AVE	AVENUE	O.C.	ON CENTER
AW	ABANDONED WATER	OG	ORIGINAL GRADE
BC	BEGIN CURVE / BACK OF CURB	PB	PULL BOX
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE
C&G	CONCRETE CURB & GUTTER	PG&E	PACIFIC GAS AND ELECTRIC
CB	CATCH BASIN	P/L	PROPERTY LINE
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLR	CLEAR	R	RADIUS
CMP	CORRUGATED METAL PIPE	ROW / R/W	RIGHT OF WAY
CONC.	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CONF	CONFORM	RD	ROAD
CONT.	CONTINUOUS	RET	RETAINING
CR	CURB RETURN / CURB RAMP	R&R	REMOVE AND REPLACE
CY	CUBIC YARD	RR	RAILROAD
DI	DRAINAGE INLET	RT	RIGHT
DIA., Ø	DIAMETER	S	SLOPE
DIM	DIMENSION	SD	STORM DRAIN
DR	DRIVE	SDCB	STORM DRAIN CATCH BASIN
DS	DOWNSTREAM	SDMH	STORM DRAIN MANHOLE
DWG.	DRAWING	SF	SQUARE FEET
DWY/DW	DRIVEWAY	SL	STREET LIGHT
EA	EACH	SPEC / SPECS	SPECIFICATIONS
EG	EXISTING GRADE	SS	SANITARY SEWER
EP	EDGE OF PAVEMENT	SSCO	SANITARY SEWER CLEANOUT
EX, EXIST, (E)	EXISTING	SSRI	SANITARY SEWER RODDING INLET
FG	FINISHED GRADE	SSMH	SANITARY SEWER MANHOLE
FH	FIRE HYDRANT	ST	STREET
FL	FLOWLINE	STD	STANDARD
FOC	FACE OF CURB	STL	STEEL
FO	FIBER OPTIC	SW	SIDEWALK
FT	FEET	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
G	GAS	SY	SQUARE YARD
GB	GRADE BREAK	T	TELEPHONE
GV	GAS VALVE	TC	TOP OF CURB
HDPE	HIGH DENSITY POLYETHYLENE	TYP.	TYPICAL
HMA	HOT MIX ASPHALT	UNK / UN	UNKNOWN
HP	HIGH POINT	US	UPSTREAM
IN	INCHES	U.S.A	UNDERGROUND SERVICE ALERT
INV	INVERT	UTIL	UTILITY
IP	IRON PIPE	V	VERTICAL
JT	JOINT TRENCH	VG	VALLEY GUTTER
LF	LINEAR FEET	W	WATER
LN	LANE	WM	WATER METER
LT	LEFT	WSP	WELDED STEEL PIPE
MAX.	MAXIMUM	WV	WATER VALVE
MIN.	MINIMUM		
MON	MONUMENT		

APPROVED BY:

NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 72491

DATE: 8/11/22

June 30, 2024

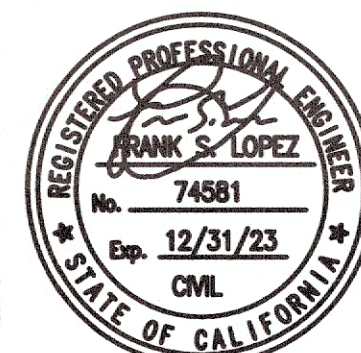
EXPIRATION DATE:

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SHEET TITLE: TITLE SHEET	PROJECT NO: 180-0189.001
SCALE:	PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 1 of 36
		DRAWING FILE NO: T-01

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450 Lincoln Avenue, Suite 103 Salinas, CA 93901
weareharris.com (831) 975-8802

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

GENERAL NOTES

1. DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.

2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD. CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE DIGGING OR DEMOLITION OF IMPROVEMENTS. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION MUST BE BORNE BY CONTRACTOR.

3. THE DIMENSIONS FOR PAVEMENT ARE APPROXIMATE AND FOR REFERENCE ONLY.

4. CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS. CONTRACTOR MUST INSURE THAT ALL APPLICABLE CURRENT STANDARDS ARE OBSERVED PRIOR TO BEGINNING OF ANY PHASE OF CONSTRUCTION WORK.

5. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, AND SHALL CORRECT ANY STANDING WATER "BIRDBATH" WHICH EXCEEDS 1/2" IN DEPTH AT THEIR OWN EXPENSE.

6. DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS RESPONSIBILITY OF CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF EXISTING AND REHABILITATED STREETS IN CONSTRUCTION AREA.

7. ALL PAVING EQUIPMENT SHALL BE CLEANED OFF SITE.

8. ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.

9. THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES. USE FILTER FABRICS, SAND BAGS OR OTHER TYPE OF STORM DRAIN PROTECTION TO PROTECT THE STORM DRAINS FROM POLLUTANT DISCHARGES. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL GUIDELINES.

10. WATER USED FOR DUST CONTROL AND COMPACTION MAY BE PURCHASED FROM CAL-AM PRIOR TO START OF WORK. ANY FEES OR DEPOSITS ARE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE SPECIFIED.

11. ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO TREES, FENCES AND PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR MUST RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY CONSTRUCTION OPERATIONS TO PRECONSTRUCTION CONDITIONS AT NO ADDITIONAL COST.

12. TRAFFIC CONTROL DURING CONSTRUCTION IS CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS AND OTHER DEVICES TO PROVIDE FOR SAFE PASSAGE OF PUBLIC VEHICULAR AND PEDESTRIAN TRAFFIC. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL & SIGNING PLAN TO CITY AT PRE-CONSTRUCTION MEETING.

13. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY BICYCLE AND PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS, AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.

14. CONTRACTOR IS RESPONSIBLE TO MEET WITH CITY OF SEASIDE AT LEAST 48 HOURS IN ADVANCE OF START OF CONSTRUCTION, AND PROVIDE 24 HOUR NOTICE ON ALL INSPECTIONS, EXCLUDING WEEKENDS AND HOLIDAYS.

15. CONTRACTOR MUST PROVIDE ADVANCE NOTIFICATION TO ALL TRANSPORTATION COMPANIES, EMERGENCY SERVICES, AND OTHER IMPACTED PARTIES OF CONSTRUCTION SCHEDULE TO ALLOW COORDINATION, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.

16. HAUL ROUTES MUST BE ONLY ON THOSE STREETS AS PRE-APPROVED BY CITY ENGINEER.

17. ALL SURVEY MONUMENTS DISTURBED OR COVERED DURING CONSTRUCTION MUST BE PERPETUATED BY A REGISTERED LAND SURVEYOR PER THE SPECIAL PROVISIONS.

18. ENTERING INTO THIS CONTRACT WITH THE CITY INDICATES THAT THE CONTRACTOR HAS VISITED THE SITE, IS FAMILIAR WITH THE EXISTING FIELD CONDITIONS AND REVIEWED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 CALTRANS STANDARD SPECIFICATIONS, 2018 CALTRANS STANDARD PLANS AND ANY ADDENDUM THERETO, CITY OF SEASIDE STANDARDS, LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND AS SHOWN ON THE PROJECT PLANS AND SPECIAL PROVISIONS

20. ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK IN CONFLICT WITH THE CONTRACT DOCUMENTS OR BUILDING CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE
21. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FROM LIABILITY AS PROVIDED IN THE CONSTRUCTION CONTRACT.

22. BIDDERS SHOULD NOTE THE PRESENCE OF TREES AND OVERHEAD UTILITIES IN THE WORK AREA. AS PART OF THEIR PRE-BID INSPECTION. BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. FOR CLARITY PURPOSES, OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS.

23. SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.

24. EXISTING FEATURES AND FACILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATION, ETC. OF EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE CITY IN WRITING OF ANY FIELD CONFLICTS PRIOR TO START OF CONSTRUCTION.

25. ELEVATIONS WHERE INDICATED IN THE DRAWINGS ARE BASED ON AVAILABLE INFORMATION DURING PREPARATION OF THE DRAWINGS. ANY SIGNIFICANT DEVIATIONS FROM THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE CITY.

26. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.

27. ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS, DETECTOR HAND HOLES AND UTILITY BOXES SHOWN TO BE WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED ROADWAY SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER PRIOR TO ADJUSTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR WORKING AROUND AND PROTECTING ALL EXISTING FACILITIES ADJACENT TO THE WORK AREA.

28. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.

29. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE ENGINEER FOR APPROVAL A MIN. OF 72 HOURS PRIOR TO THE START OF ANY WORK. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.

30. THE CONTRACTOR SHALL NOTIFY CITY'S PUBLIC WORKS DEPARTMENT PRIOR TO CUTTING AND/OR REMOVING ANY TREE ROOTS LARGER THAN FOUR (4) INCHES IN DIAMETER.

31. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING MATERIAL, METHODS OF WORK, AND DISPOSAL OF EXCESS AND WASTE MATERIALS.

32. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.

33. AT THE COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKS. STAINS AND BLEMISHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.

34. ALL PAVEMENT CONFORMS SHALL BE SAWCUT IN A CLEAN STRAIGHT EDGE, INCLUDING AT DRIVEWAYS. ANY PAVEMENT CONFORM THAT IS NOT CLEAN WILL BE REJECTED AND SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.

35. FUNDING SIGN SHALL BE INSTALLED AT BEGINNING AND END OF EACH WORK AREA. USE MEASURE X FUNDING SIGN PER DETAIL 6/CD-01. REFER TO PROJECT SPECIAL PROVISIONS FOR ADDITIONAL SIGN SPECIFICATIONS.

36. EXISTING GAS LINES FOR KIMBALL AVE AND WHEELER ST ARE SHOWN PER PG&E PLANS "51E - WRO RELOCATE MAINS & SERVICES KIMBALL AVE & WHEELER ST SEASIDE" DATED 3/25/2021.

37. EXISTING WATER LINES FOR KIMBALL AVE ARE SHOWN PER CAL AM PLANS "KIMBALL AVE MAIN REPLACEMENT" DATED 8/31/2021.

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Taylor,Fagan

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							CHECKED BY: . JK						
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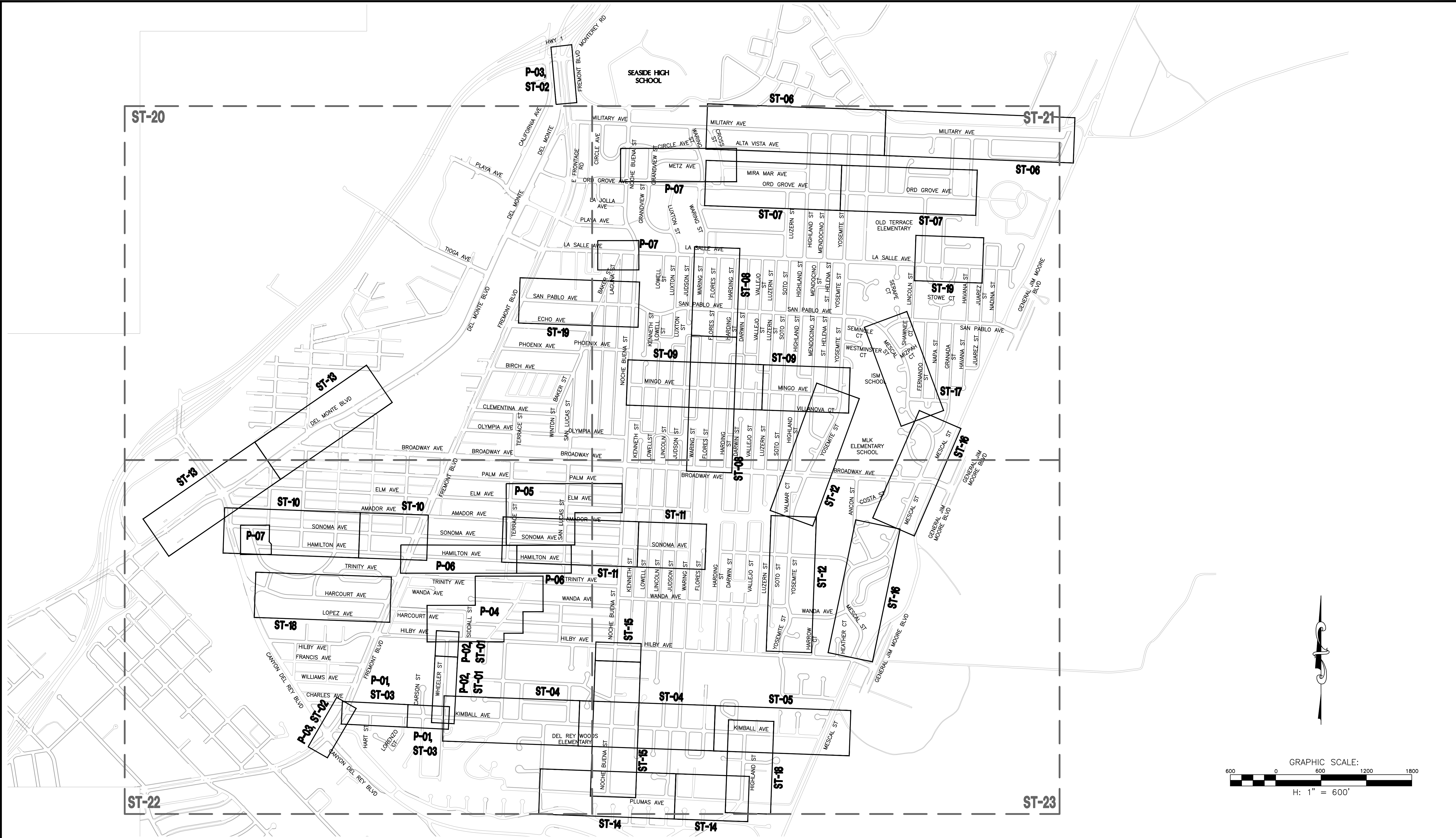
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(831) 899-6825

SCALE:

NO SCALE

FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

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DRAWN BY:	. CM,TF,CM
CHECKED BY:	. JK
DATE ISSUED:	. 8/11/2022
JOB NO.	. 180-0189.001

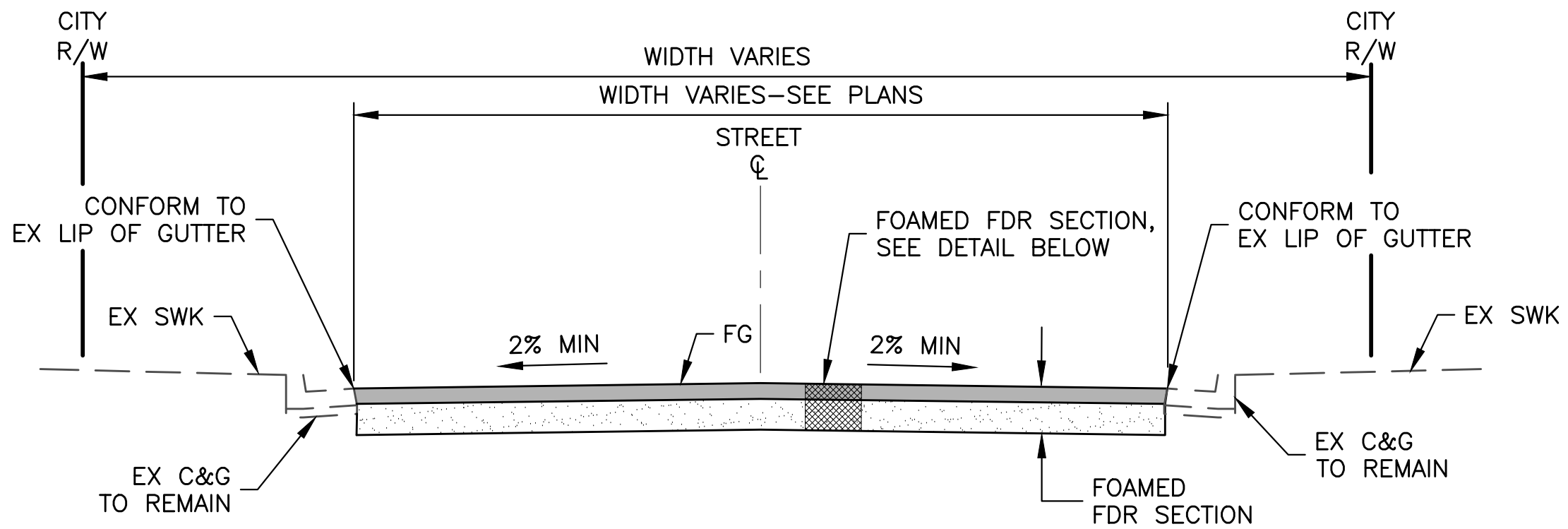


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SCALE:	AS NOTED

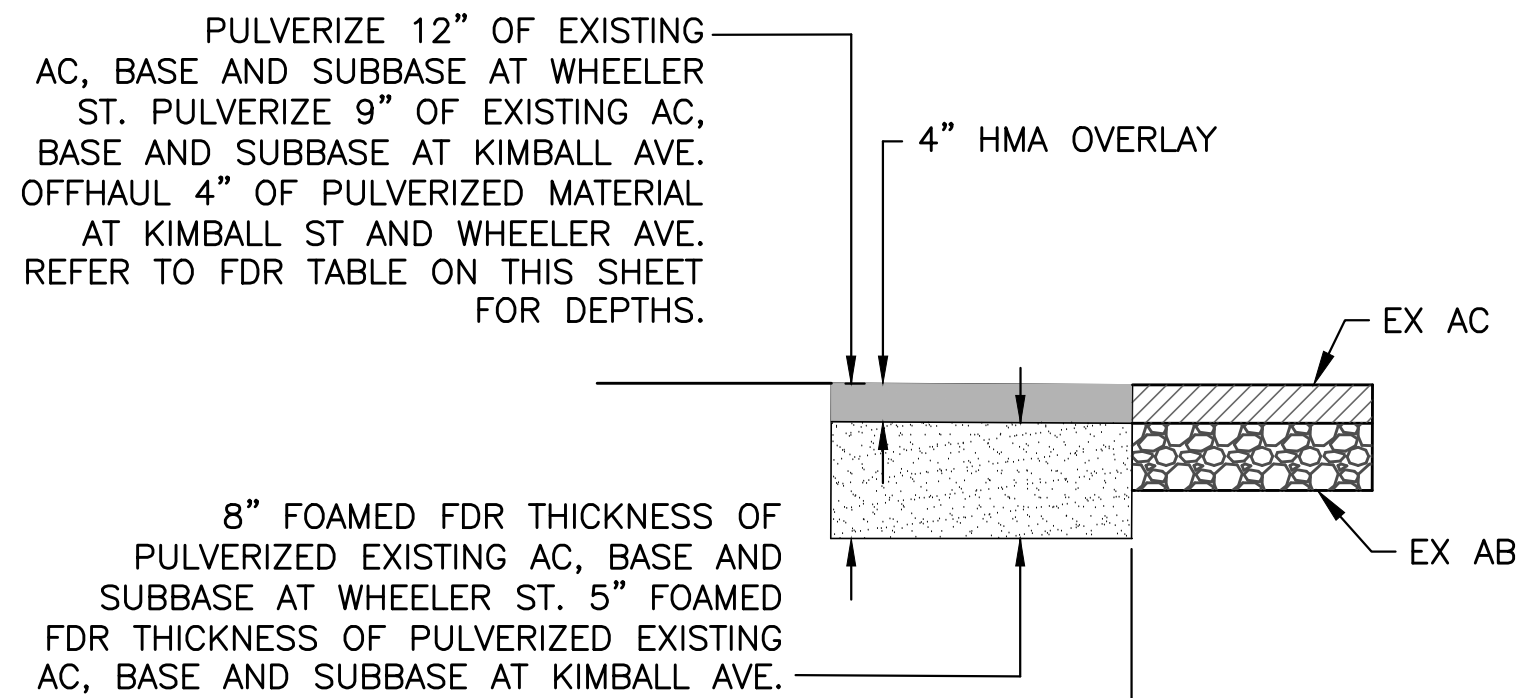
SHEET TITLE: KEY MAP	PROJECT NO: 180-0189.001
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 3 of 36
	DRAWING FILE NO: K-01



CROSS SECTION (TYP)

NOTES:

1. SEE PLANS SHEETS P-01 AND P-02 FOR EXACT LOCATIONS OF FOAMED FULL DEPTH RECLAMATION (FDR).
2. PROPOSED FOAMED FULL DEPTH RECLAMATION (FOAMED FDR) STREETS SHALL HAVE A 2% MIN CROSS SLOPE.
3. REFER TO TABLE ON THIS SHEET FOR FOAMED FDR STRUCTURAL SECTIONS.
4. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR MIX DESIGN AND CEMENT CONTENT.



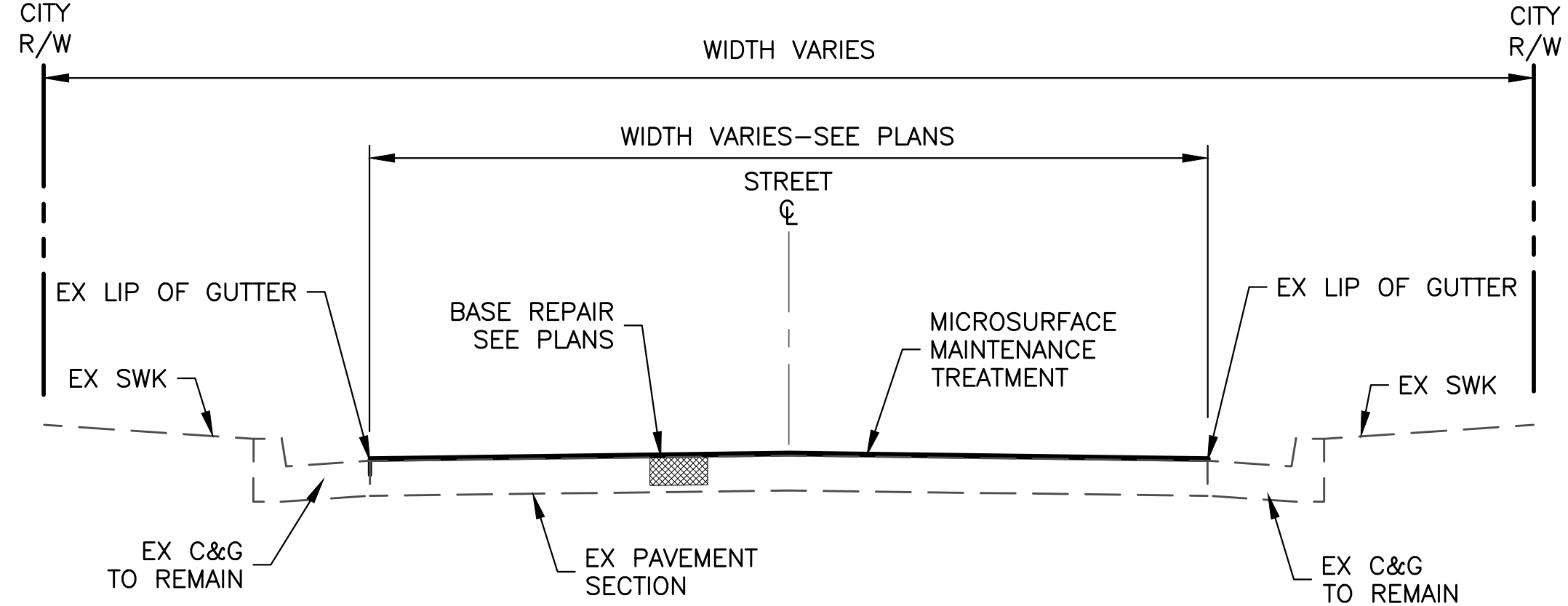
PROPOSED STRUCTURAL SECTION

EXISTING STRUCTURAL SECTION

NOTES:

1. DIMENSIONS AND STRUCTURAL SECTIONS ARE SUBJECT TO THE TOLERANCES SPECIFIED IN CALTRANS STANDARD SPECIFICATIONS.
2. REFER TO TABLE ON THIS SHEET FOR FDR STRUCTURAL SECTIONS.
3. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR MIX DESIGN AND CEMENT CONTENT.

FOAMED FDR CROSS SECTION (TYP)



MICROSURFACE MAINTENANCE TREATMENT (TYP.)

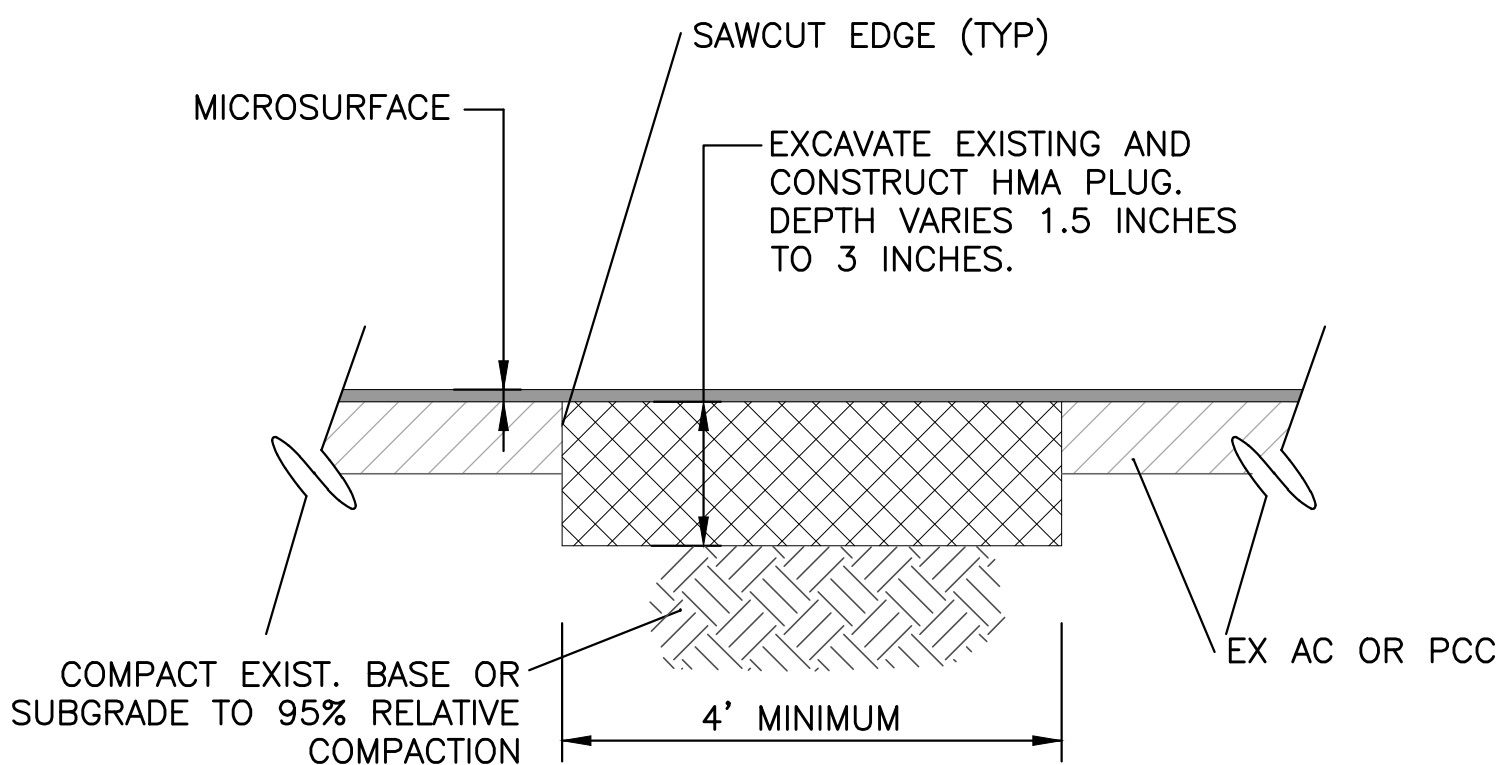
2

NOT TO SCALE

NOTES:

1. SEE PLAN SHEET P-03 FOR EXACT LOCATIONS.
2. MAINTAIN POSITIVE DRAINAGE ACROSS PAVEMENT.
3. MICROSURFACING SHALL MATCH EXISTING CROSS SLOPES.

ALL STRIPING AND PAVEMENT MARKINGS SHALL BE APPLIED WITH TWO (2) COATS OF PAINT AS SHOWN IN THE SPECIFICATIONS. THERMOPLASTIC SHALL ONLY BE APPLIED ON KIMBALL AVENUE, WHEELER STREET, FREMONT BOULEVARD, AND DEL MONTE BOULEVARD.



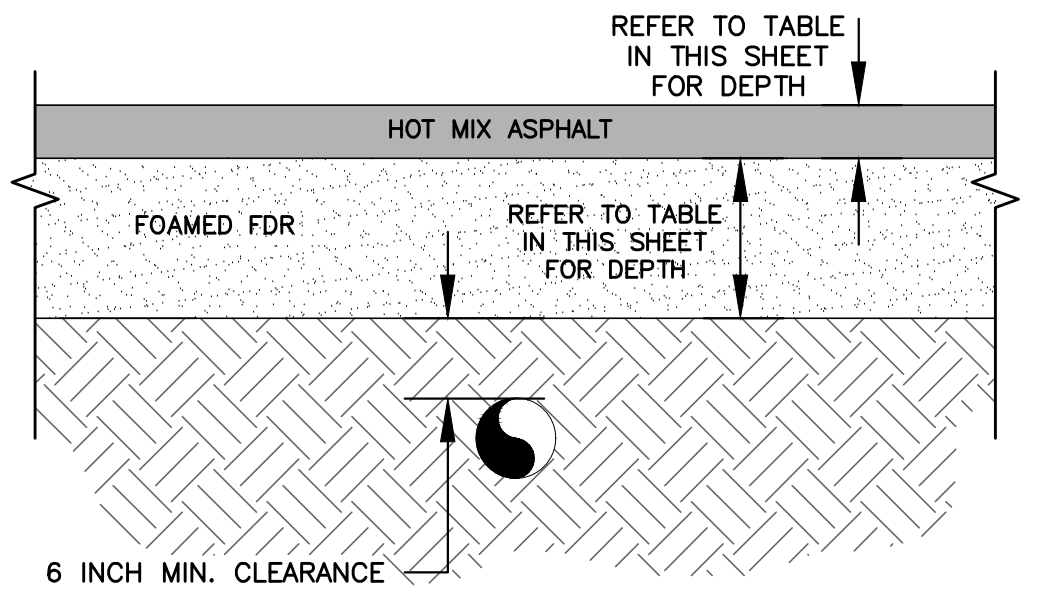
NOTES:

1. SEE PLAN SHEET P-03 FOR BASE REPAIR LOCATIONS.
2. BASE REPAIRS TO BE PERFORMED AFTER WEDGE GRIND AND CONFORM GRIND.
3. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

TYPICAL HMA BASE REPAIR AT FREMONT BLVD

4

NOT TO SCALE



CONDITION A

GENERAL CLEARANCES:

- 6 INCHES MINIMUM CLEARANCE OVER EXISTING UTILITY.

NOTES:

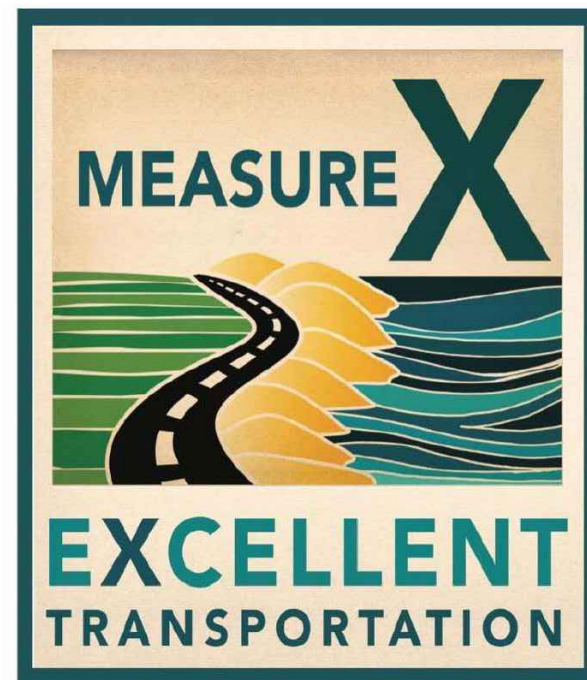
1. THE FREQUENCY, SPACING, ORIENTATION AND DEPTH OF EXISTING UTILITIES MAY REQUIRE ADDITIONAL REVIEW TO DETERMINE FDR VARIANCES AND FEASIBILITY.
2. PULVERIZATION MUST BE KEPT ABOVE THE CLEARANCE DEPTH OF THE HIGHEST UTILITY.

ALLOWABLE UTILITY CLEARANCES FOR FOAMED FDR CONSTRUCTION

3

NOT TO SCALE

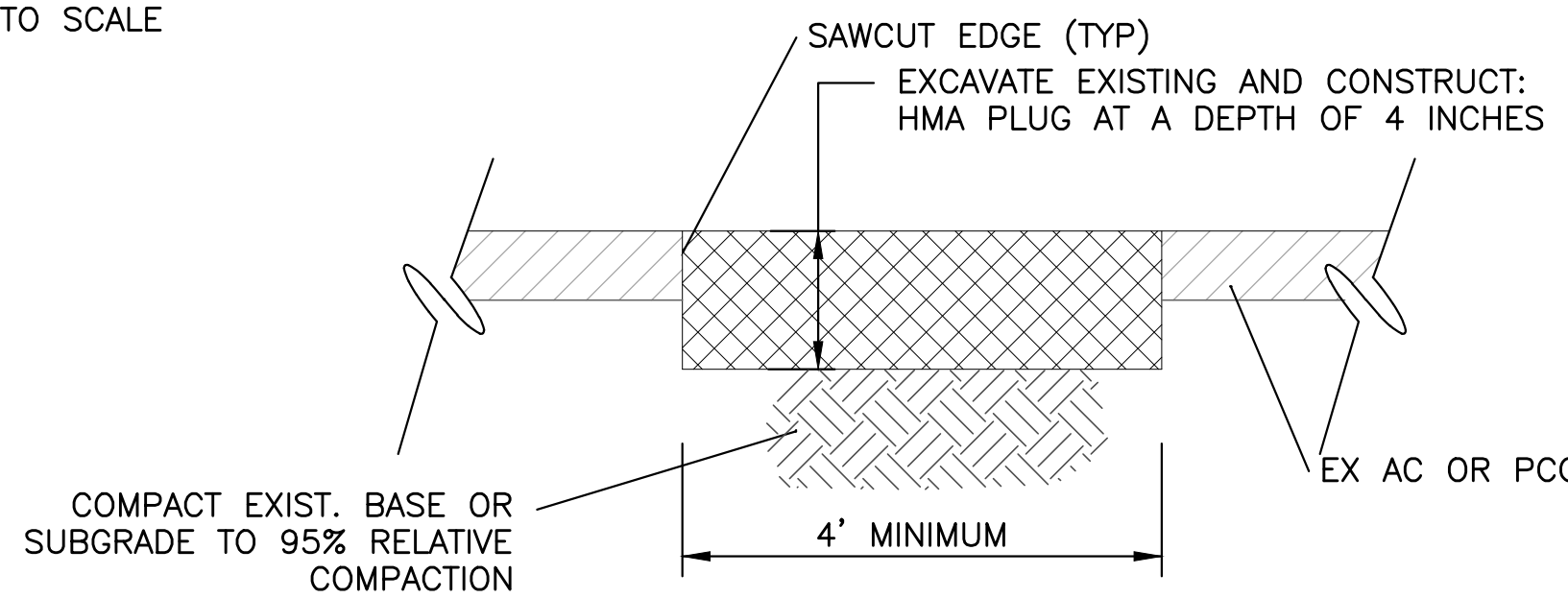
This project is funded by:



6

MEASURE X SIGN DETAIL

NOT TO SCALE



NOTES:

1. SEE PLAN SHEETS P-04 TO P-07 FOR BASE REPAIR LOCATIONS.
2. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

5

TYPICAL HMA BASE REPAIR

NOT TO SCALE

FOAMED FULL DEPTH RECLAMATION (FDR)							
STREET	FROM	TO	PULVERIZE EXISTING ROADWAY (INCHES)	OFFHAUL PULVERIZED MATERIAL (INCHES)	FOAMED FDR THICKNESS (INCHES)	HMA OVERLAY THICKNESS (INCHES)	TOTAL STRUCTURAL SECTION (INCHES)
WHEELER STREET	KIMBALL AVENUE	HILBY AVENUE	12	4	8	4	12
KIMBALL AVENUE	FREMONT BOULEVARD	WHEELER STREET	9	4	5	4	9

NOTES:

1. PAVEMENT REHABILITATION RECOMMENDATIONS ARE BASED ON PAVEMENT ENGINEERING INC, REPORT DATED (DATE).
2. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR CEMENT CONTENT AND MIX DESIGN.

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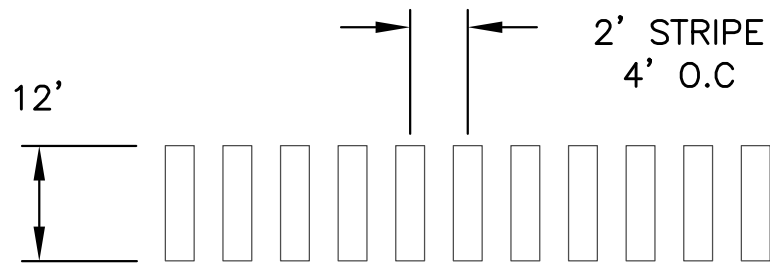
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☐ OTHER
SCALE:
AS NOTED

SHEET TITLE:
CONSTRUCTION DETAILS

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
4 of 36
DRAWING FILE NO:
CD-01

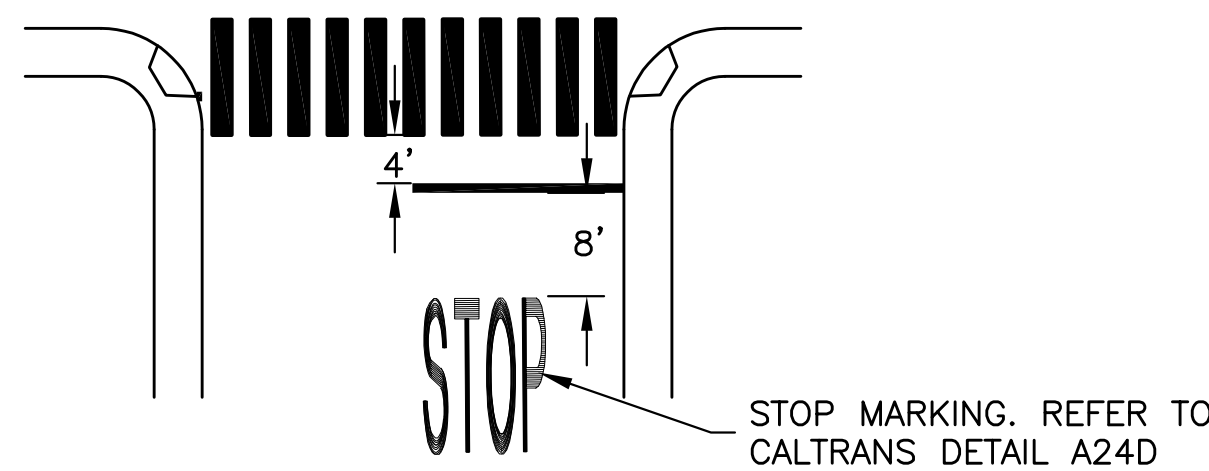
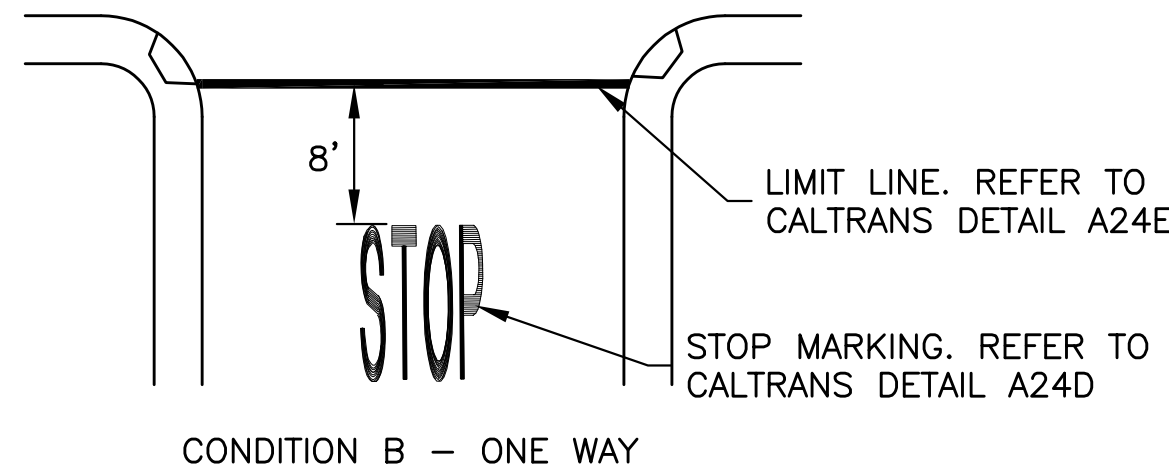
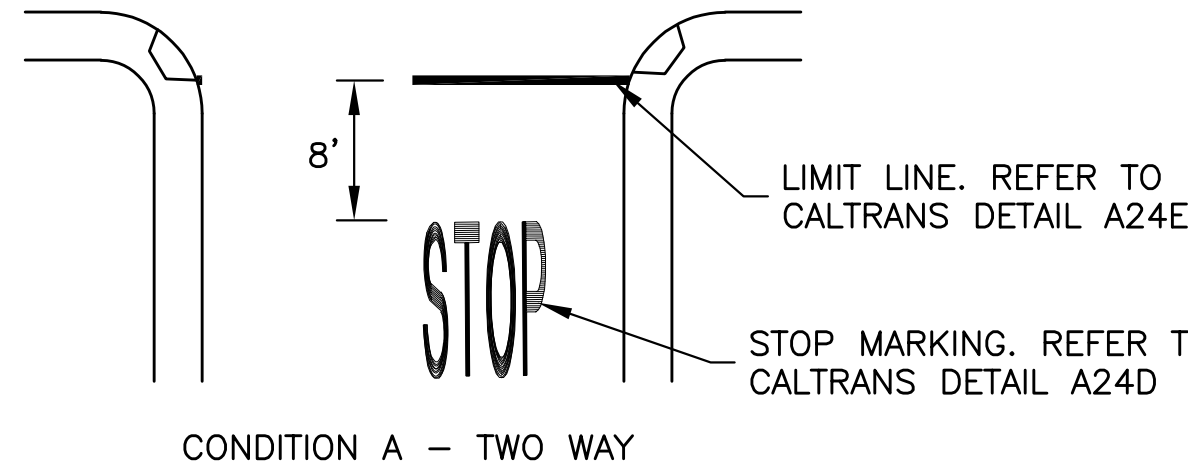


NOTES:

- SPACES BETWEEN MARKINGS MUST BE PLACED IN WHEEL TRACKS OF EACH LANE.
- ALL CROSSWALK MARKINGS SHALL BE WHITE EXCEPT THOSE NEAR SCHOOLS MUST BE YELLOW.
- REFER TO SHEETS ST-01 TO ST-23 FOR EXACT LOCATIONS OF CONTINENTAL CROSSWALKS.
- REFER TO CALTRANS 2018 STANDARD PLAN A24F.

7 CONTINENTAL CROSSWALK

- NOT TO SCALE



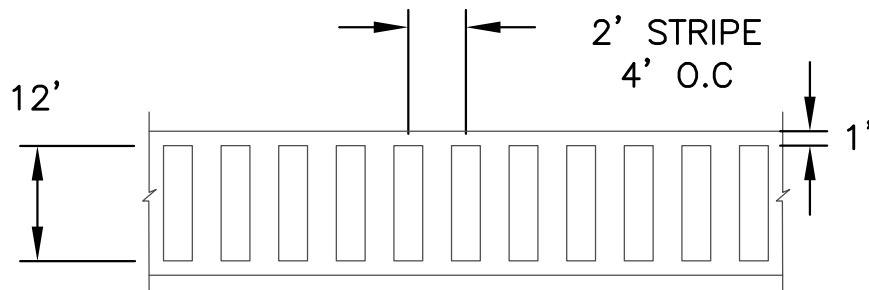
CONDITION C - AHEAD OF CROSSWALK

NOTES:

- STOP MARKINGS SHALL BE CENTERED ON TRAVEL LANE.
- ALL STOP MARKINGS AND LIMIT LINES SHALL BE WHITE.
- REFER TO SHEETS ST-20 TO ST-23 FOR EXACT LOCATIONS OF STOP MARKING CONDITIONS.

10 STOP MARKING CONDITIONS

- NOT TO SCALE

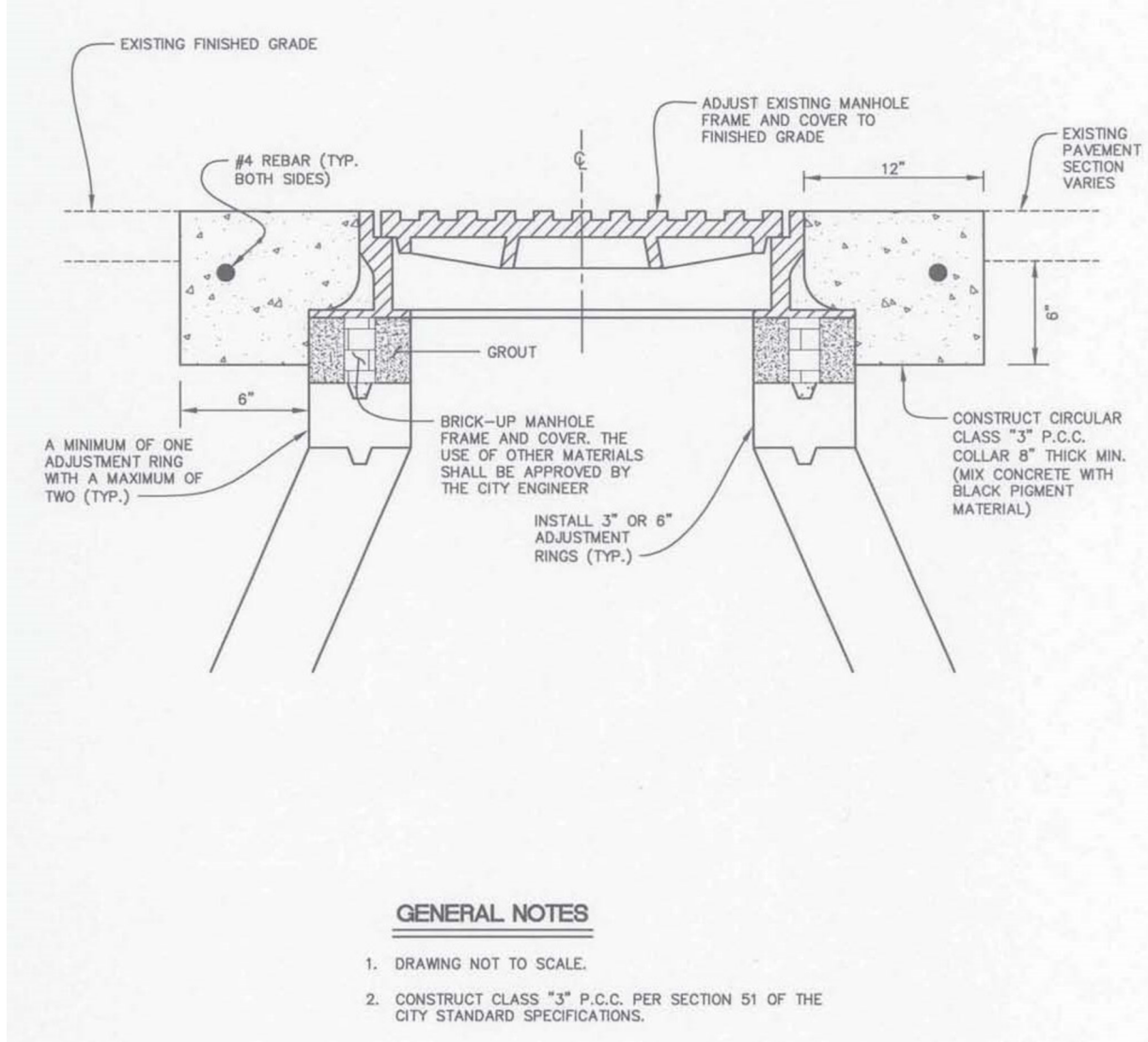


NOTES:

- SPACES BETWEEN MARKINGS MUST BE PLACED IN WHEEL TRACKS OF EACH LANE.
- ALL CROSSWALK MARKINGS SHALL BE WHITE EXCEPT THOSE NEAR SCHOOLS MUST BE YELLOW.
- REFER TO SHEET ST-07 FOR EXACT LOCATIONS OF LADDER CROSSWALKS.
- REFER TO CALTRANS 2018 STANDARD PLAN A24F.

8 LADDER CROSSWALK

- NOT TO SCALE



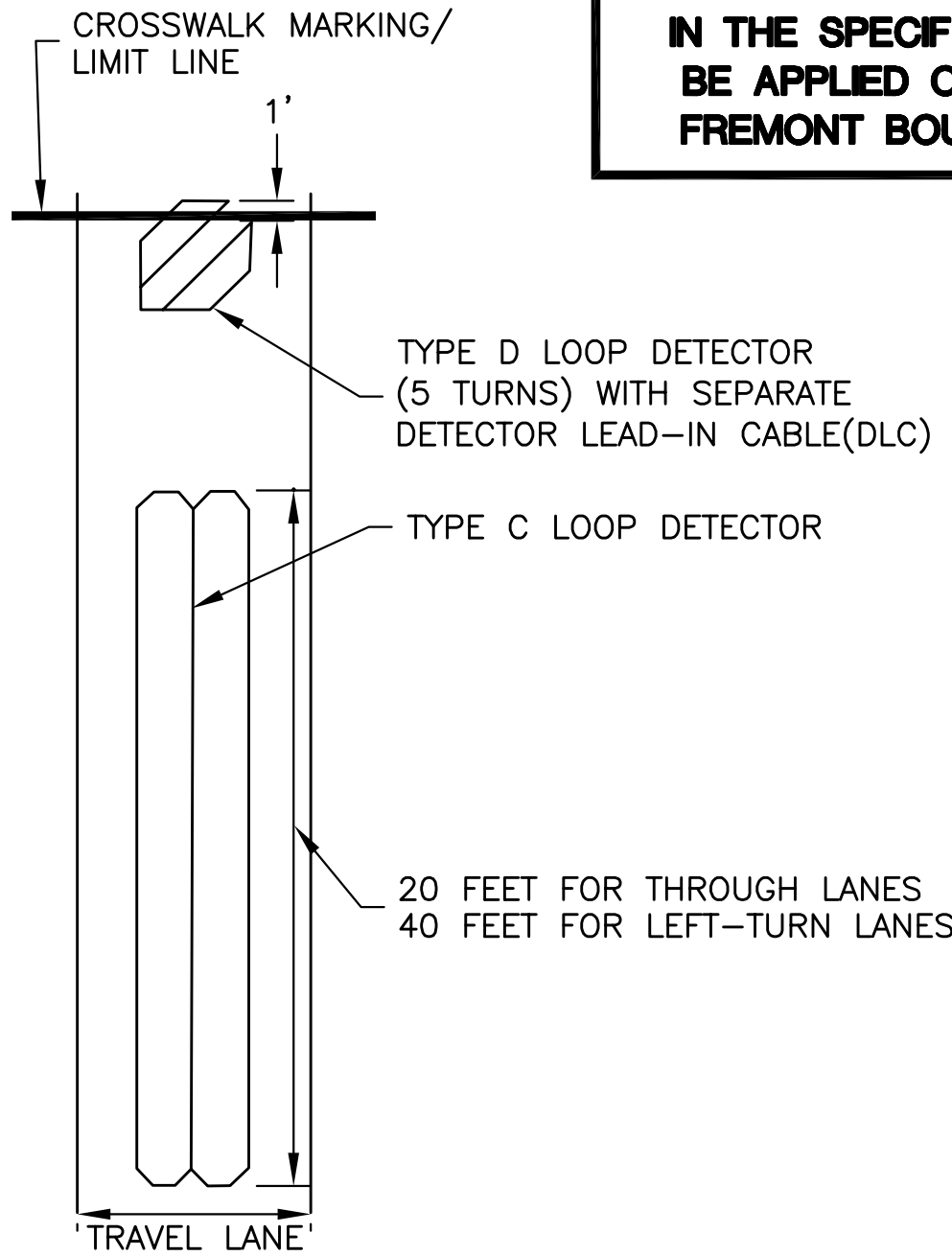
GENERAL NOTES

- DRAWING NOT TO SCALE.
- CONSTRUCT CLASS "3" P.C.C. PER SECTION 51 OF THE CITY STANDARD SPECIFICATIONS.

9 MANHOLE FRAME AND COVER ADJUSTMENT

- NOT TO SCALE

ALL STRIPING AND PAVEMENT MARKINGS SHALL BE APPLIED WITH TWO (2) COATS OF PAINT AS SHOWN IN THE SPECIFICATIONS. THERMOPLASTIC SHALL ONLY BE APPLIED ON KIMBALL AVENUE, WHEELER STREET, FREMONT BOULEVARD, AND DEL MONTE BOULEVARD.

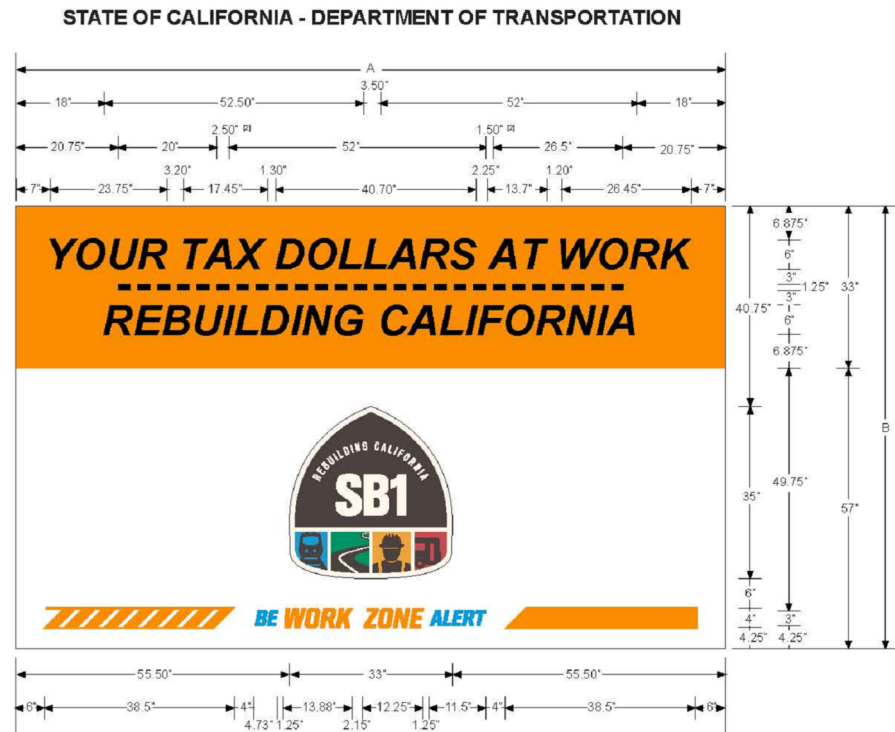


NOTES:

- THIS DETAIL SHALL ONLY BE USED WHEN REPLACING EXISTING TYPE C DETECTOR LOOPS.
- REFER TO CALTRANS 2018 STANDARD PLANS ES-5A AND ES-5B FOR ADDITIONAL DETAILS AND INFORMATION.

11 TYP. DETECTOR LOOP ARRAY

- NOT TO SCALE



NOTES:

- Provided dimensions are for the 144"x80" sign. For the 96"x60" sign, calculate each dimension by 2/3 (0.667). For the 48"x30" sign, calculate each dimension by 1/3 (0.333).
- Use when the project involves Senate Bill 1 funds.

C48 (CA)

ENGLISH UNITS	A	B
144	90	
96	60	
48	30	

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC)

BACKGROUND - WHITE AND FLUORESCENT ORANGE

SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:

BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),

BLUE (C 75%, M 23%, Y 1%, K 0%), GREEN (C 90%, M 20%, Y 80%, K 0%),

YELLOW GOLD (C 0%, M 38%, Y 85%, K 4%), RED (C 16%, M 84%, Y 85%, K 3%)

BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE

(SEE VECTOR GRAPHICS FILES FOR SB1 LOGO AND BE WORK ZONE ALERT RIBBON)

ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

12 SB-1 SIGN DETAIL

- NOT TO SCALE

STREET	DIGOUT NO.	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
FREMONT BLVD	49	25	4	100
"	50	15	5	75
"	51	58	4	232
"	52	125	20	2500
"	53	28	9	252
"	54	10	4	40
"	55	5	4	20
"	56	6	5	30
"	57	175	13	2275
"	58	25	4	100
"	59	98	6	588
"	60	70	8	560
"	61	15	10	150
"	62	35	8	280
"	63	20	4	80
"	64	50	12	600
"	65	10	4	40
"	66	8	8	64
"	67	75	8	600
"	68	34	11	374
"	69	10	6	60
"	70	5	4	20
"	71	4	4	16
"	72	4	4	16
"	73	0	0	0
"	74	65	13	845
"	75	80	15	1200
"	76	35	15	525
"	77	82	10	820
"	78	12	8	96
"	79	180	9	1620
"	80	180	9	1620

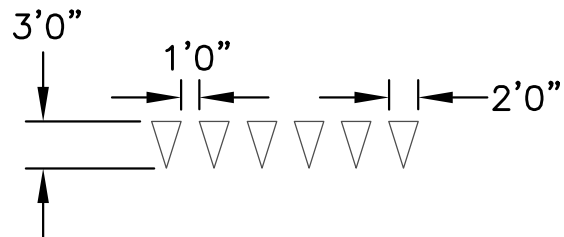
13 FREMONT BLVD BASE REPAIR TABLE

- NOT TO SCALE



14 MODIFIED R3-8b TRAFFIC SIGN

- NOT TO SCALE



NOTES:

- ALL YIELD LINE MARKINGS SHALL BE WHITE. AND INSTALLED A MINIMUM OF 20' FROM THE CROSSWALK. EXACT LOCATION TO BE DETERMINED BY THE ENGINEER
- REFER TO CALTRANS 2018 STANDARD PLAN A24E.

15 YIELD LINE

- NOT TO SCALE

NO.	BY	DATE	REVISION DESCRIPTION	APPROVED

BID SET

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450 Lincoln Avenue, Suite 103 Salinas, CA 93901
weareharris.com (831) 975-6802

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

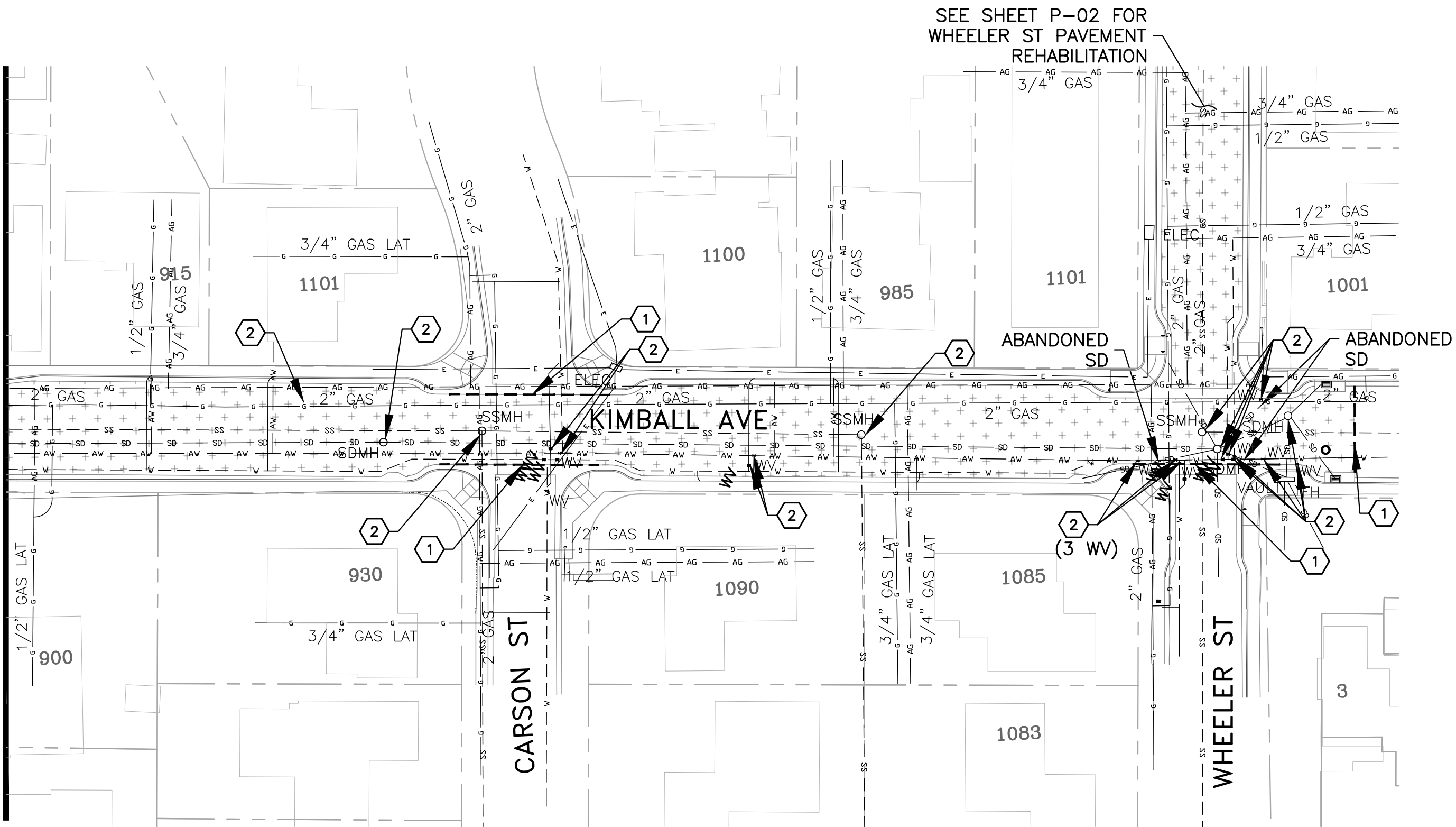
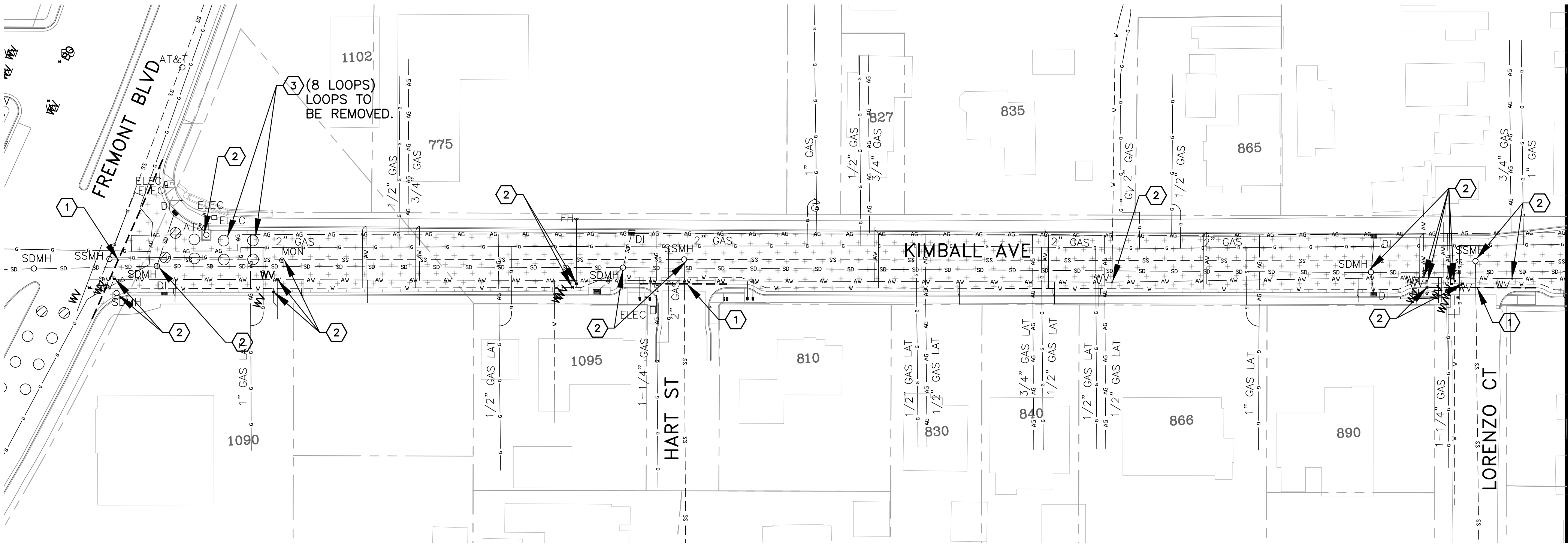
SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:
AS NOTED

SHEET TITLE:
CONSTRUCTION DETAILS

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
5 of 36
DRAWING FILE NO:
CD-02

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\06_P-01_KIMBALL_AVE - PAVEMENT REHABILITATION.dwg Save Date: 8/11/2022 12:05 AM Plot Date: 8/11/2022 12:05 AM Chris Morine



CONTRACTOR MUST POTHOLE ALL EXISTING UTILITIES AS FIRST ORDER OF WORK PRIOR TO THE CONSTRUCTION OF FDR.

CONSTRUCTION NOTES:

1. LIMIT OF WORK AND/OR REHABILITATION TREATMENT CHANGE. EXACT LIMIT TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. FOR FOAMED FULL DEPTH RECLAMATION (FDR) TREATMENTS, LOWER ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS PRIOR TO MILLING AND RAISE TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.
3. CONTRACTOR TO REMOVE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES.
4. FOR MICROSURFACE MAINTENANCE TREATMENTS, ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS SHALL BE PROTECTED IN PLACE. CONTRACTOR TO ENSURE ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS ARE FLUSH TO NEW FINISH GRADE IN AREAS WHERE BASE REPAIR AREAS ARE PERFORMED.
5. CONTRACTOR TO REMOVE AND REPLACE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES, THAT CONFLICT WITH BASE REPAIRS.
6. EXISTING DETECTOR LOOPS TO BE PROTECTED IN PLACE.

LEGEND:

- LIMIT OF WORK
- HMA BASE REPAIR LOCATIONS. THICKNESS SHOWN ON DETAIL (4 CD-01)
- FOAMED FULL DEPTH RECLAMATION (FDR). THICKNESS SHOWN ON DETAIL (1 CD-01)
- REMOVE AND REPLACE HMA (4 INCHES)
- MICROSURFACE MAINTENANCE TREATMENT (2 CD-01)
- DECOMPOSED GRANITE (DG) WALKWAY

EXISTING UTILITY FACILITIES

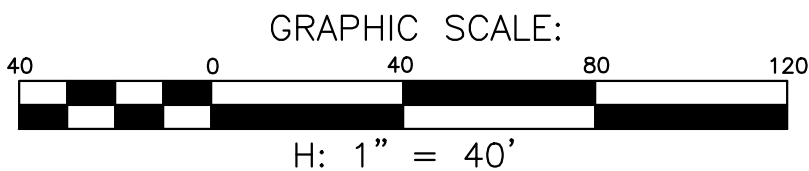
- MON MONUMENT
- SSCO SANITARY SEWER CLEANOUT
- BO BLOWOFF VALVE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GV PG&E GAS VALVE
- WV WATER VALVE
- JOINT UTILITY POLE
- HH HAND HOLE
- G GAS LINE
- AG ABANDONED GAS LINE
- W WATER LINE
- VAULT OR BOX
- DI DRAINAGE INLET
- AT&T TELEPHONE MANHOLE
- FM FIRE HYDRANT
- BM FIRE HYDRANT BLUE MARKER
- DETECTOR LOOP
- DET DETECTOR
- ROADSIDE SIGN
- SS SANITARY SEWER
- SD STORM DRAIN
- AW ABANDONED WATER LINE

RESURFACING NOTES:

1. BASE REPAIR LOCATIONS SHOW ON PLANS AS (13 CD-02). DIMENSIONS SHOWN ON BASE REPAIR TABLE DETAIL.
2. LIMITS OF PAVING AT CROSS STREETS ARE GENERALLY AT END OF CURB RETURN. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
3. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.

UTILITY NOTES:

1. EXISTING GAS LINES FOR KIMBALL AVE AND WHEELER ST SHOWN PER PG&E PLANS "51E - WRO RELOCATE MAINS & SERVICES KIMBALL AVE & WHEELER ST SEASIDE" DATED 3/25/2021.
2. EXISTING WATER LINES FOR KIMBALL AVE SHOWN PER CAL AM PLANS "KIMBALL AVE MAIN REPLACEMENT" DATED 8/31/2021.



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED

BID SET

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

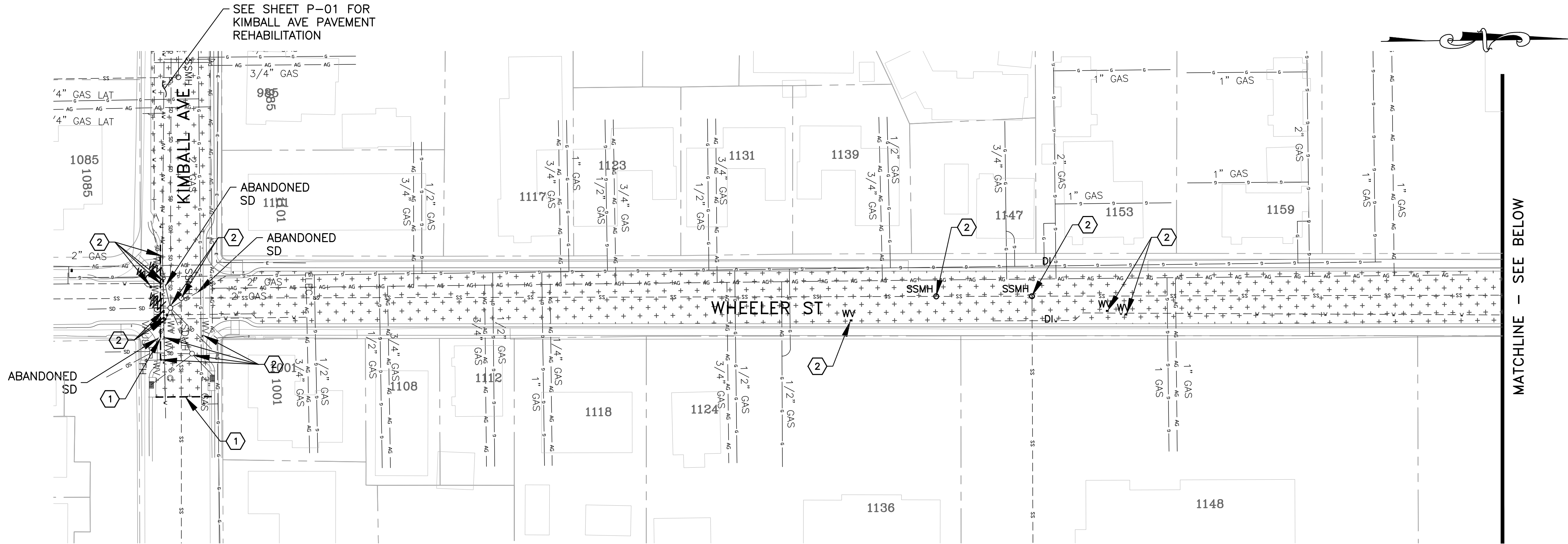
SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:

SHEET TITLE:
KIMBALL AVE - PAVEMENT REHABILITATION

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
6 of 36
DRAWING FILE NO:
P-01

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\07_P-02_WHEELER ST - PAVEMENT REHABILITATION.dwg Save Date: 8/11/2022 12:06 AM Plot Date: 8/11/2022 12:06 AM Chris Martinez



MATCHLINE - SEE BELOW

CONSTRUCTION NOTES:

1. LIMIT OF WORK AND/OR REHABILITATION TREATMENT CHANGE. EXACT LIMIT TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. FOR FOAMED FULL DEPTH RECLAMATION (FDR) TREATMENTS, LOWER ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS PRIOR TO MILLING AND RAISE TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.
3. CONTRACTOR TO REMOVE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES.
4. FOR MICROSURFACE MAINTENANCE TREATMENTS, ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS SHALL BE PROTECTED IN PLACE. CONTRACTOR TO ENSURE ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS ARE FLUSH TO NEW FINISH GRADE IN AREAS WHERE BASE REPAIR AREAS ARE PERFORMED.
5. CONTRACTOR TO REMOVE AND REPLACE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES, THAT CONFLICT WITH BASE REPAIRS.
6. EXISTING DETECTOR LOOPS TO BE PROTECTED IN PLACE.

LEGEND:

- LIMIT OF WORK
- HMA BASE REPAIR LOCATIONS. THICKNESS SHOWN ON DETAIL (4 CD-01)
- FOAMED FULL DEPTH RECLAMATION (FDR). THICKNESS SHOWN ON DETAIL (1 CD-01)
- REMOVE AND REPLACE HMA (4 INCHES)
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- DECOMPOSED GRANITE (DG) WALKWAY

EXISTING UTILITY FACILITIES

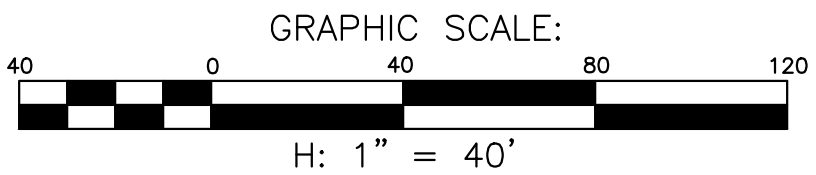
- | | | | |
|--------|-------------------------|--------------|--------------------------|
| ● MON | MONUMENT | VAULT OR BOX | ELEC VAULT OR BOX |
| ○ SSCO | SANITARY SEWER CLEANOUT | DI | DRAINAGE INLET |
| ○ BO | BLOWOFF VALVE | ○ AT&T | TELEPHONE MANHOLE |
| ○ SSMH | SANITARY SEWER MANHOLE | ▽ FH | FIRE HYDRANT |
| ○ SDMH | STORM DRAIN MANHOLE | ○ BM | FIRE HYDRANT BLUE MARKER |
| • GV | PG&E GAS VALVE | ○ DET | DETECTOR LOOP |
| • WV | WATER VALVE | ○ DET | DETECTOR |
| ○ JUP | JOINT UTILITY POLE | ○ | ROADSIDE SIGN |
| ○ HH | HAND HOLE | — SS — | SANITARY SEWER |
| — G — | GAS LINE | — SD — | STORM DRAIN |
| — AG — | ABANDONED GAS LINE | — AW — | ABANDONED WATER LINE |
| — W — | WATER LINE | | |

RESURFACING NOTES:

1. BASE REPAIR LOCATIONS SHOW ON PLANS AS (13 CD-02). DIMENSIONS SHOWN ON BASE REPAIR TABLE DETAIL.
2. LIMITS OF PAVING AT CROSS STREETS ARE GENERALLY AT END OF CURB RETURN. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
3. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.

UTILITY NOTES:

1. EXISTING GAS LINES FOR KIMBALL AVE AND WHEELER ST SHOWN PER PG&E PLANS "51E - WRO RELOCATE MAINS & SERVICES KIMBALL AVE & WHEELER ST SEASIDE" DATED 3/25/2021.
2. EXISTING WATER LINES FOR KIMBALL AVE SHOWN PER CAL AM PLANS "KIMBALL AVE MAIN REPLACEMENT" DATED 8/31/2021.



CONTRACTOR MUST POTHOLE ALL EXISTING UTILITIES AS FIRST ORDER OF WORK PRIOR TO THE CONSTRUCTION OF FDR.

MATCHLINE - SEE ABOVE



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED

BID SET

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

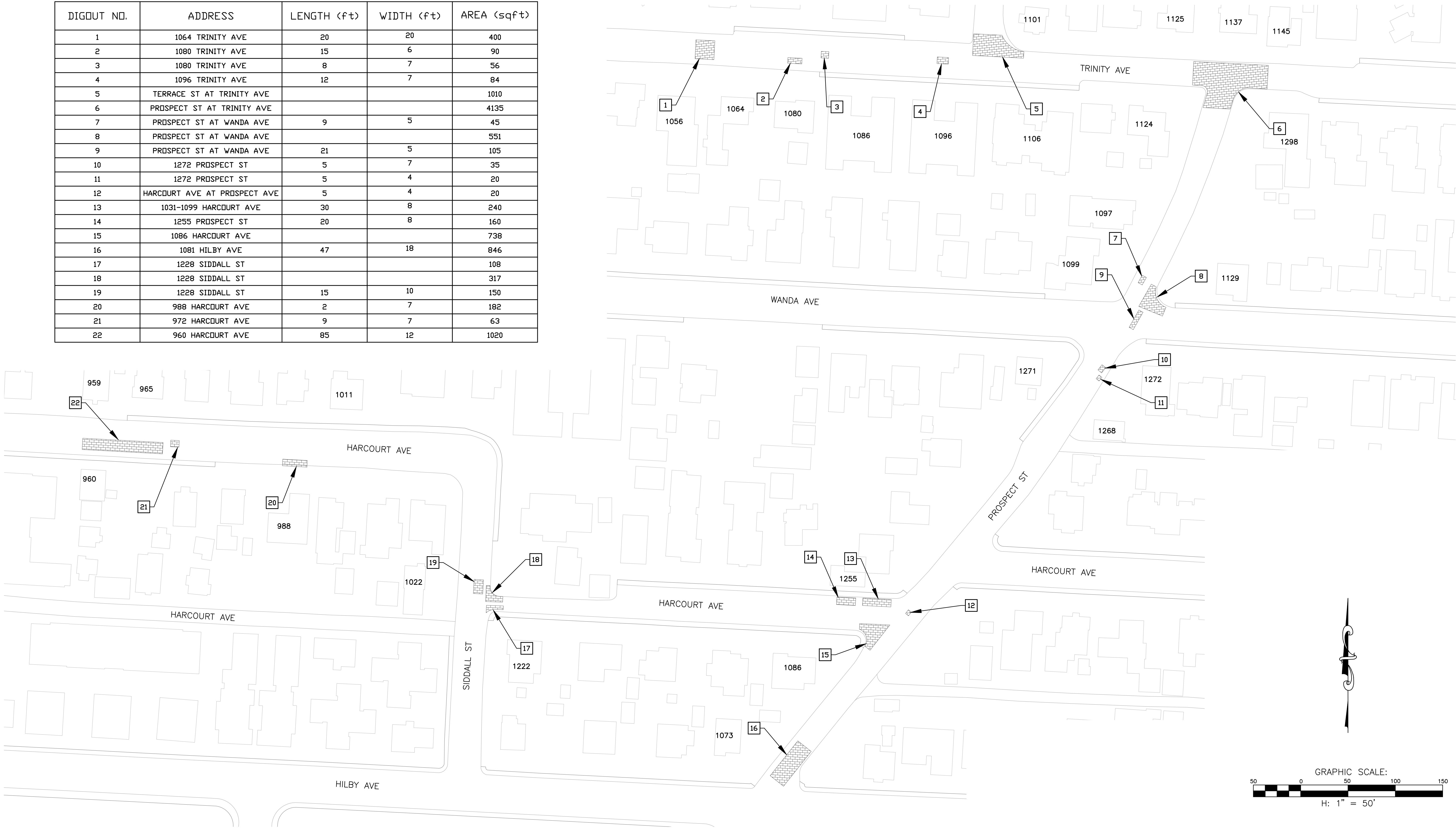
SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:

SHEET TITLE:
WHEELER ST - PAVEMENT REHABILITATION
PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
7 of 36
DRAWING FILE NO:
P-02

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\09 TO 12_P-04 TO P-07_CITY WIDE BASE REPAIR.dwg Save Date: 8/11/2022 12:08 AM Plot Date: 8/11/2022 12:08 AM Chris Morinez

DIGOUT NO.	ADDRESS	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
1	1064 TRINITY AVE	20	20	400
2	1080 TRINITY AVE	15	6	90
3	1080 TRINITY AVE	8	7	56
4	1096 TRINITY AVE	12	7	84
5	TERRACE ST AT TRINITY AVE			1010
6	PROSPECT ST AT TRINITY AVE			4135
7	PROSPECT ST AT WANDA AVE	9	5	45
8	PROSPECT ST AT WANDA AVE			551
9	PROSPECT ST AT WANDA AVE	21	5	105
10	1272 PROSPECT ST	5	7	35
11	1272 PROSPECT ST	5	4	20
12	HARCOURT AVE AT PROSPECT AVE	5	4	20
13	1031-1099 HARDCOURT AVE	30	8	240
14	1255 PROSPECT ST	20	8	160
15	1086 HARDCOURT AVE			738
16	1081 HILBY AVE	47	18	846
17	1228 SIDDALL ST			108
18	1228 SIDDALL ST			317
19	1228 SIDDALL ST	15	10	150
20	988 HARDCOURT AVE	2	7	182
21	972 HARDCOURT AVE	9	7	63
22	960 HARDCOURT AVE	85	12	1020



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CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARDCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:
1" = 50'

SHEET TITLE:
CITY WIDE BASE REPAIR PLAN

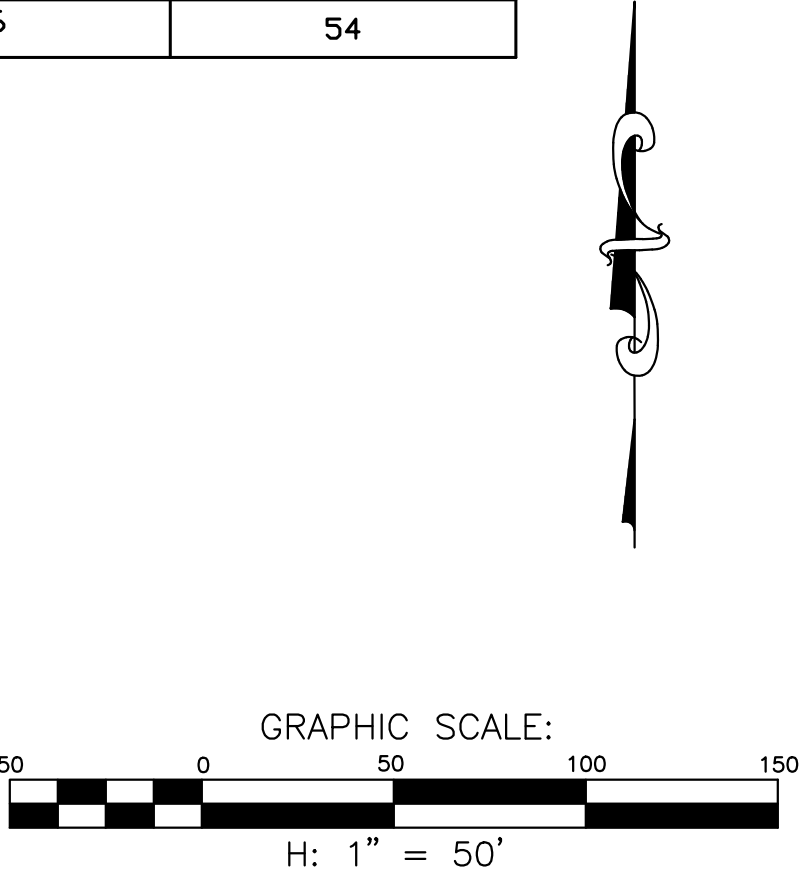
PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
9 of 36
DRAWING FILE NO:
P-04

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\09 TO 12_P-04 TO P-07_CITY WIDE BASE REPAIR.dwg Save Date: 8/11/2022 12:08 AM Plot Date: 8/11/2022 12:08 AM Chris.Morinez



DIGOUT NO.	ADDRESS	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
23	TERRACE ST AT ELM AVE	20	8	160
24	TERRACE ST AT ELM AVE	20	8	160
25	TERRACE ST AT ELM AVE	60	4	240
26	1137 AMADOR AVE	10	9	90
27	1180 AMADOR AVE	32	4	128
28	1180 ELM AVE	12	4	48
29	1181 ELM AVE	4	4	16
30	TERRACE ST AT AMADOR AVE	28	12	616
31	1199 AMADOR AVE	5	5	25
32	1198 HAMILTON AVE	6	5	30
33	1198 AMADOR AVE	6	4	24
34	SAN LUCAS ST AT AMADOR AVE	18	11	198
35	1296 ELM AVE	9	6	54



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

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DRAWN BY:	. CM,TF,CM
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JOB NO.	. 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

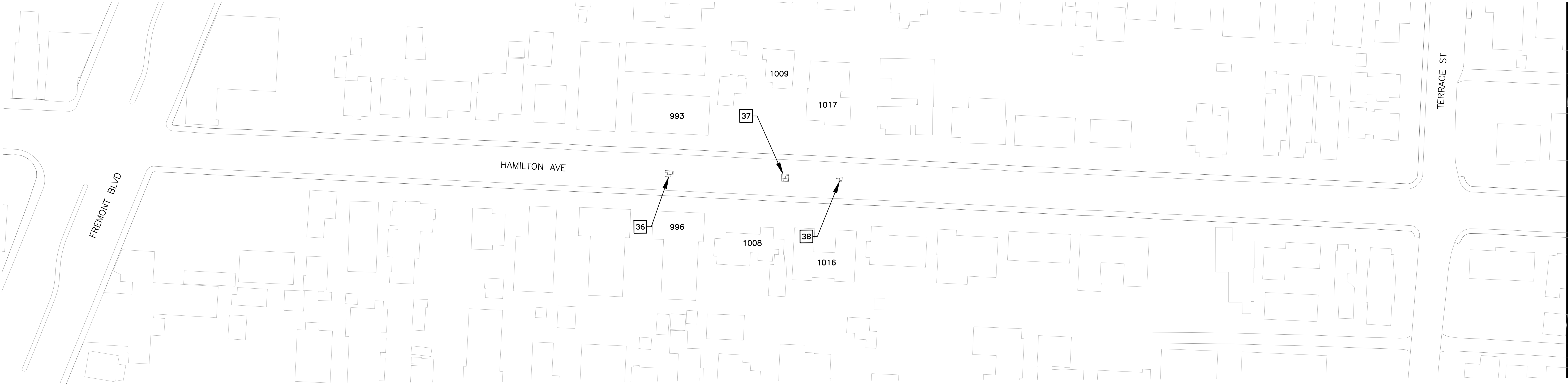
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:	
☐ PRELIMINARY	
☐ SEMI-FINAL	
☒ FINAL	
☐ OTHER	
SCALE:	1" = 50'

SHEET TITLE:	CITY WIDE BASE REPAIR PLAN
PROJECT TITLE:	FY 2021/2022 PAVEMENT REHABILITATION PROJECT

PROJECT NO:	180-0189.001
SHEET:	10 of 36
DRAWING FILE NO:	P-05

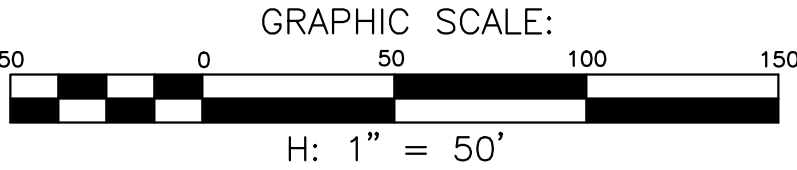
H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\09 TO 12_P-04 TO P-07_CITY WIDE BASE REPAIR.dwg Save Date: 8/11/2022 12:08 AM Plot Date: 8/11/2022 12:08 AM Chris.Morinez



MATCHLINE – SEE BELOW



DIGOUT NO.	ADDRESS	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
36	996 HAMILTON AVE	8	6	48
37	1008 HAMILTON AVE	7	7	49
38	1017 HAMILTON AVE	6	4	24
39	1327-1349 SAN LUCAS ST	38	12	456



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

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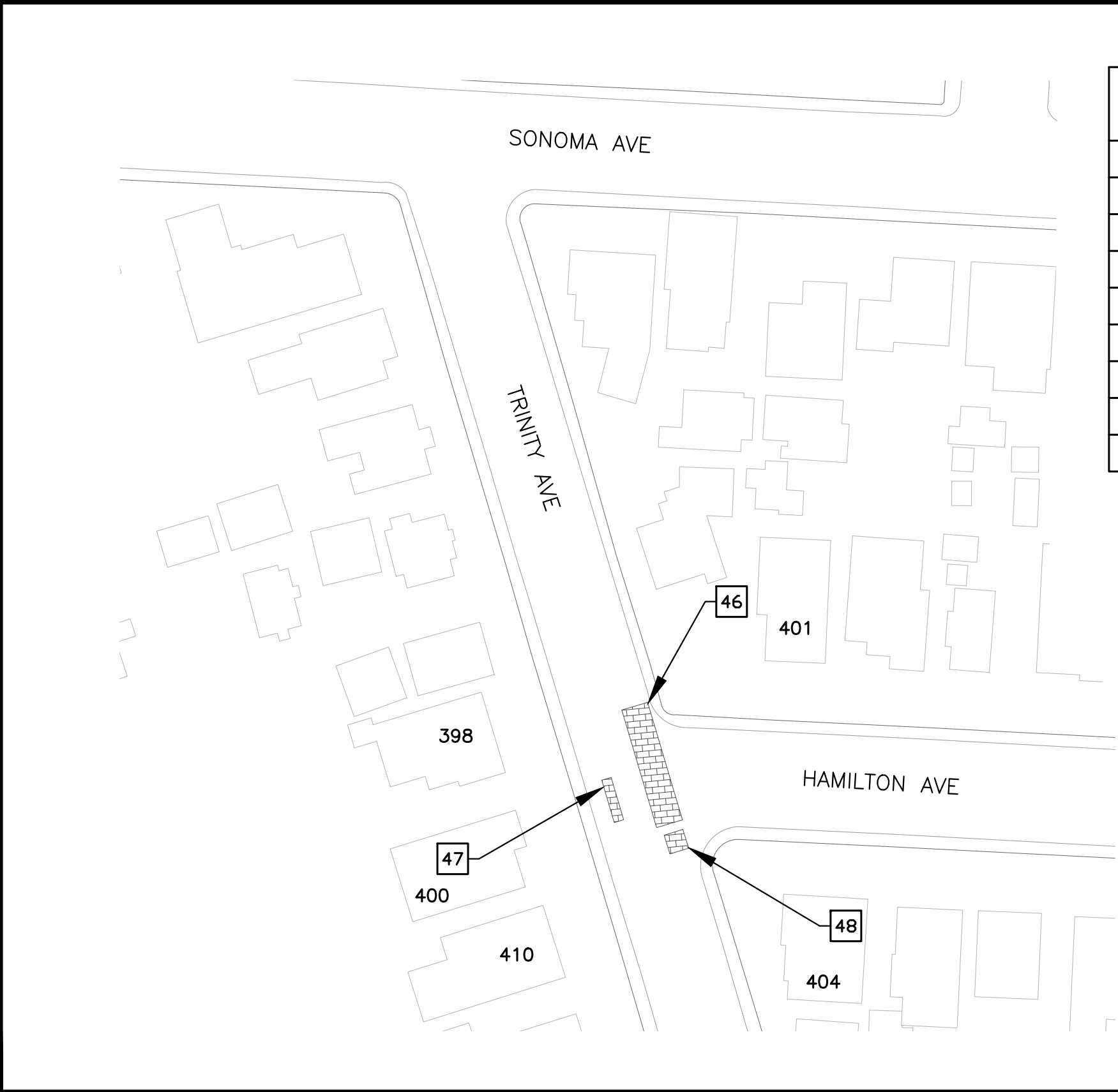
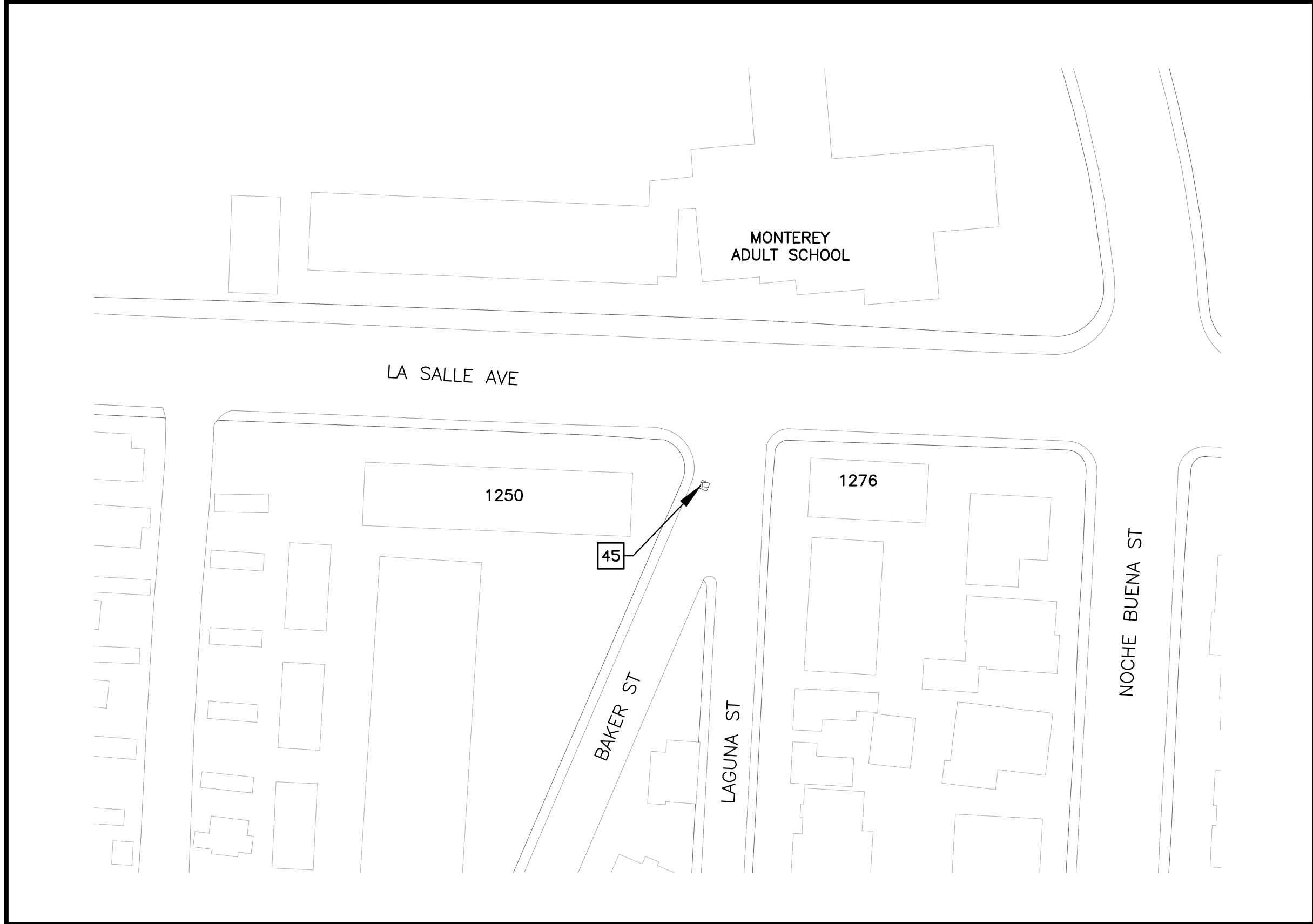
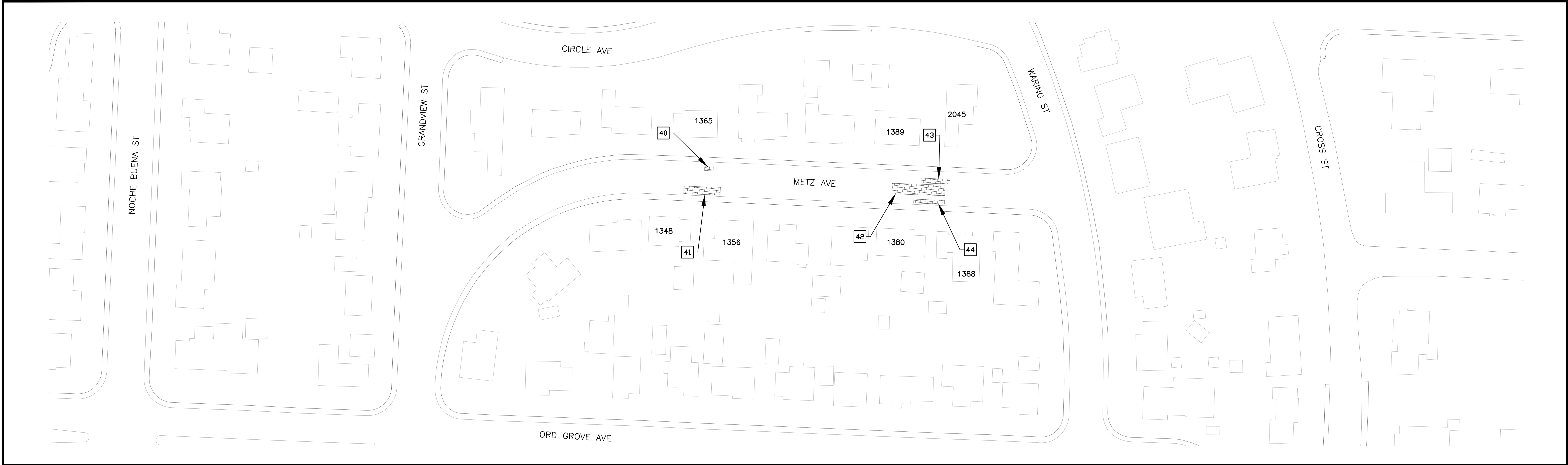
CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

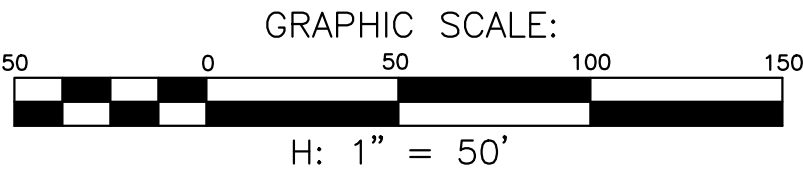
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PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 11 of 36
	DRAWING FILE NO: P-06

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DIGOUT NO.	ADDRESS	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
40	1356 METZ AVE	9	4	36
41	1356 METZ AVE	38	8	304
42	1388 METZ AVE	55	11	605
43	1388 METZ AVE	30	5	150
44	1388 METZ AVE	32	4	128
45	1881 BAKER ST	4	4	16
46	400 TRINITY AVE	50	11	550
47	400 TRINITY AVE	18	4	72
48	400 TRINITY AVE	8	8	64



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED
BID SET					



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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



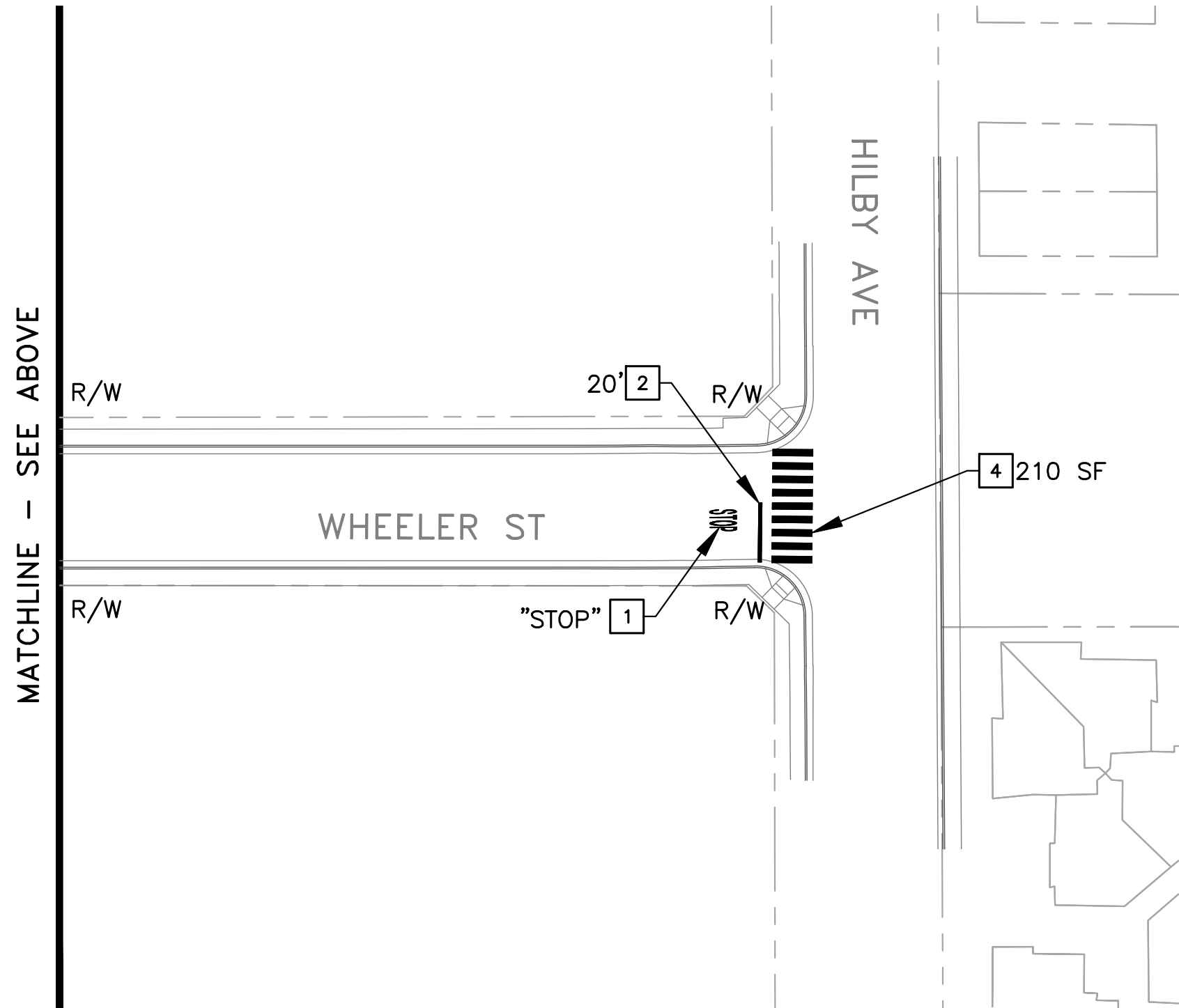
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PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SCALE: 1" = 50'
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SHEET TITLE: CITY WIDE BASE REPAIR PLAN	PROJECT NO: 180-0189.001
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 12 of 36
	DRAWING FILE NO: P-07

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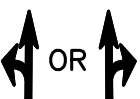
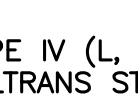
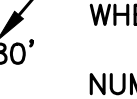
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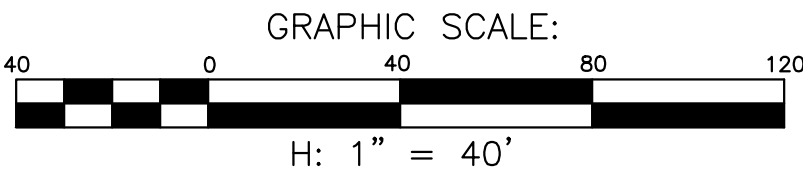
1. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.
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STRIPING CONSTRUCTION NOTES:

1. INSTALL PAVEMENT MARKINGS PER 2018 CALTRANS STD PLANS. WHITE UNLESS OTHERWISE NOTED ON PLANS. WORDS ARE INDICATED ON PLANS.
2. INSTALL 12" WHITE (W) LIMIT LINE PER CALTRANS STD PLAN A24E. TOTAL LENGTH IS INDICATED.
3. REPLACE AND/OR INSTALL BLUE, TWO-WAY REFLECTIVE FIRE HYDRANT MARKER PER MUTCD 2014 CALIFORNIA SUPPLEMENT SECTION 3B.11.
4. INSTALL CONTINENTAL CROSSWALK PER DETAIL 7/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.
5. INSTALL NEW SIGN AND POLE. SIGN DESIGNATIONS SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA MUTCD. SIGN TYPE SHOWN ON PLANS.
6. INSTALL WHITE (W) YIELD LINE PER DETAIL 15/CD-02 A MINIMUM OF 20 FT FROM THE CROSSWALK. EXACT LOCATION TO BE DETERMINED BY THE ENGINEER. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.
7. INSTALL LADDER CROSSWALK PER DETAIL 8/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.

STRIPING LEGEND:

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-  OR  OR  TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
-  TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
-  TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
-  DIMENSION MEASURED ON THE SHEET PANEL WHERE IT IS NOTED (TYP.)
-  NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
-  CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
-  NEW SIGN AND POLE



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DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



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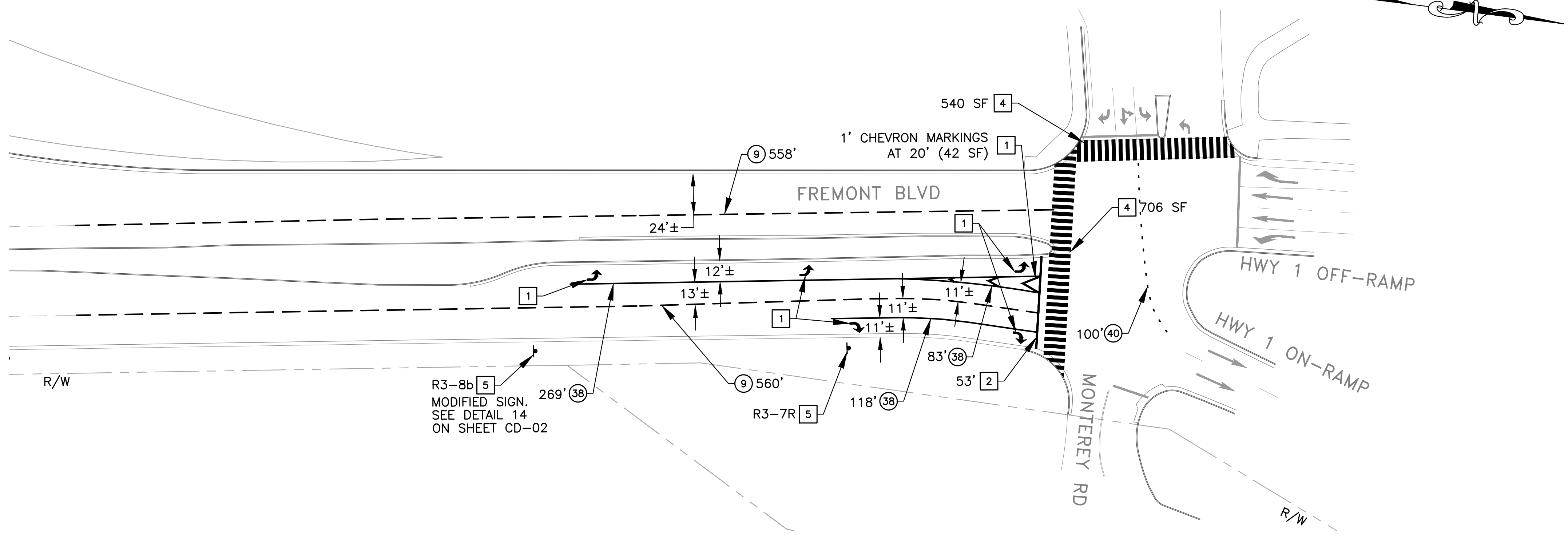
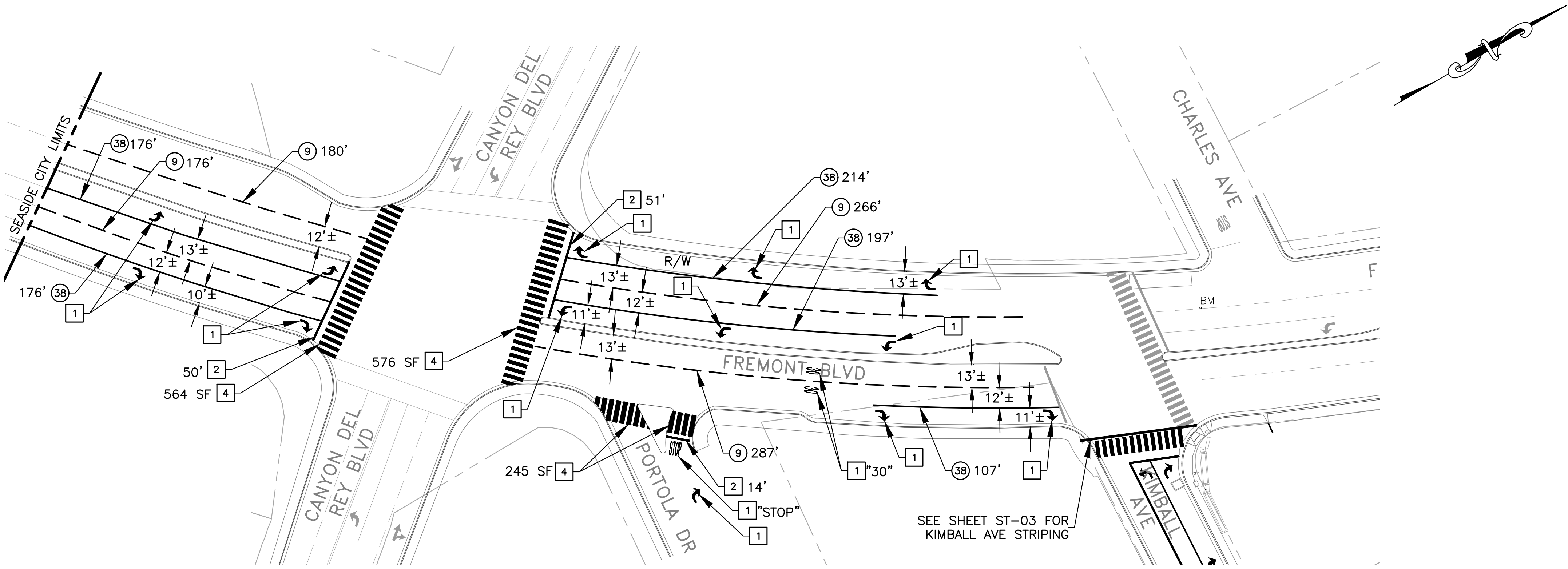
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☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

SCALE:

SHEET TITLE:
WHEELER ST - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
13 of 36
DRAWING FILE NO:
ST-01



STRIPING NOTES:

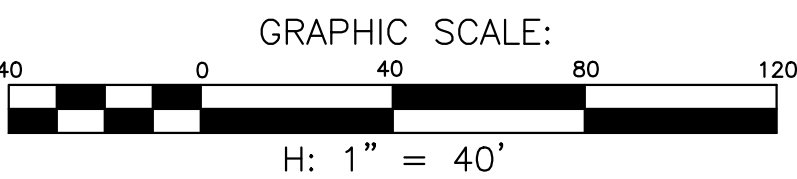
- 1. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.
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- 3. FOR STRIPES CONSISTING OF MULTIPLE LINES, THE COMPOSITE SECTION IS MEASURED AS A LINEAL FOOT OF STRIPING AND SHOWN ON PLANS, BUT QUANTIFIED AS DESCRIBED IN THE PROJECT SPECIFICATIONS FOR PAYMENT.
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- 6. INSTALL WHITE (W) YIELD LINE PER DETAIL 15/CD-02. A MINIMUM OF 20 FT FROM THE CROSSWALK. EXACT LOCATION TO BE DETERMINED BY THE ENGINEER. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.
- 7. INSTALL LADDER CROSSWALK PER DETAIL 8/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.

STRIPING LEGEND:

- TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.
- TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
- TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
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- NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
- CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- NEW SIGN AND POLE



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DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



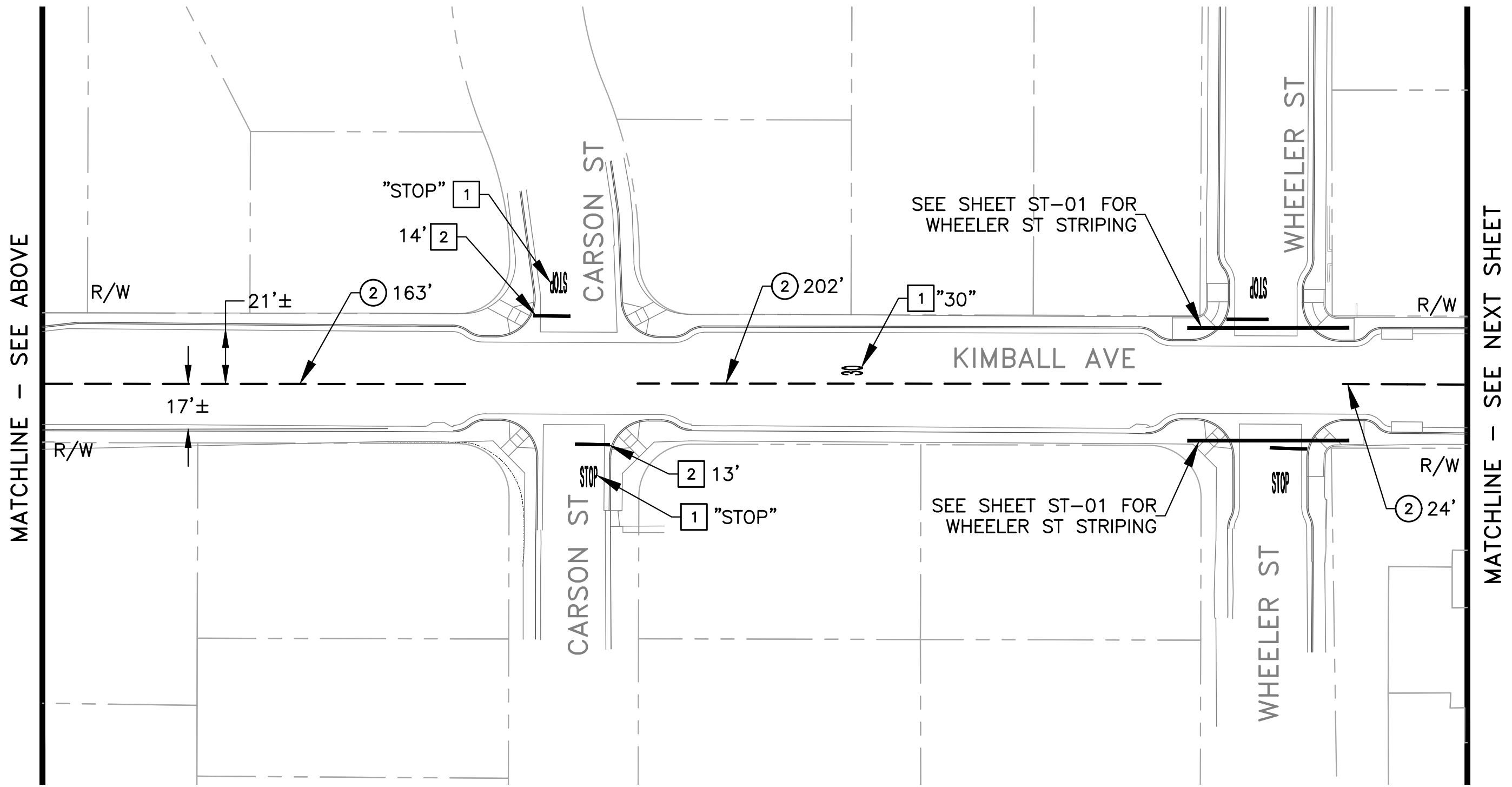
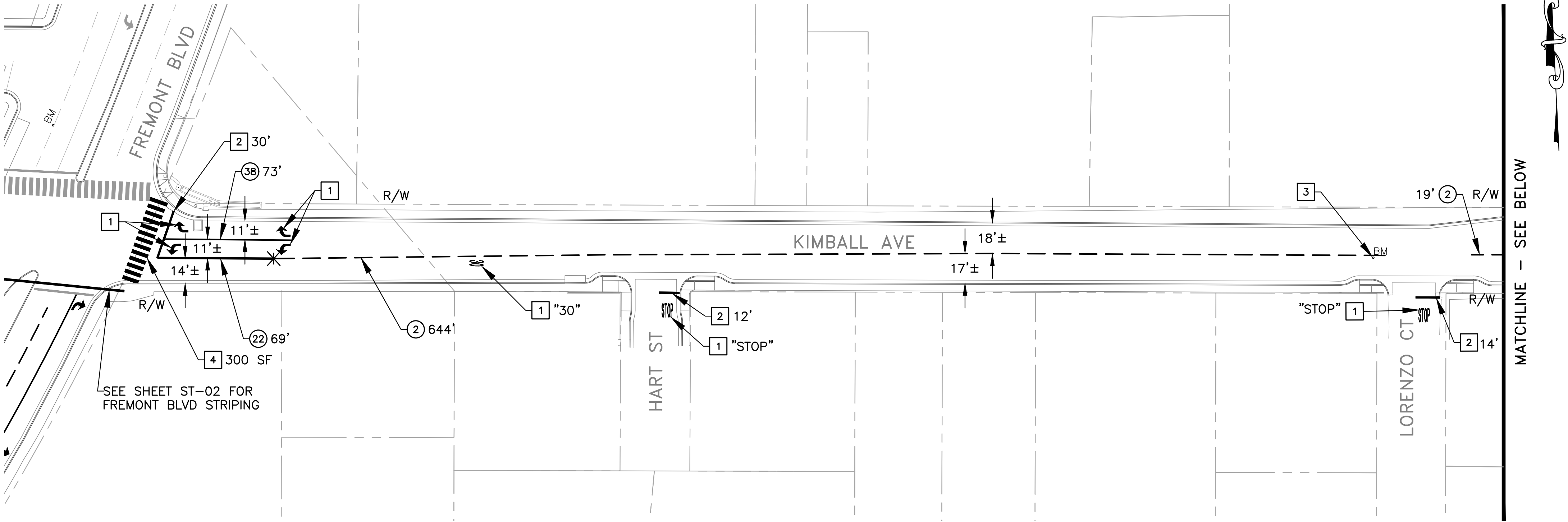
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PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE: 1"=40'

SHEET TITLE: FREMONT BLVD - STRIPING PLAN	PROJECT NO: 180-0189.001
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 14 of 36
	DRAWING FILE NO: ST-02

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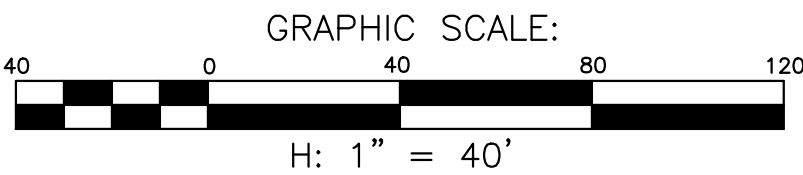
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- OR OR TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
- TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
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- CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- NEW SIGN AND POLE



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DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



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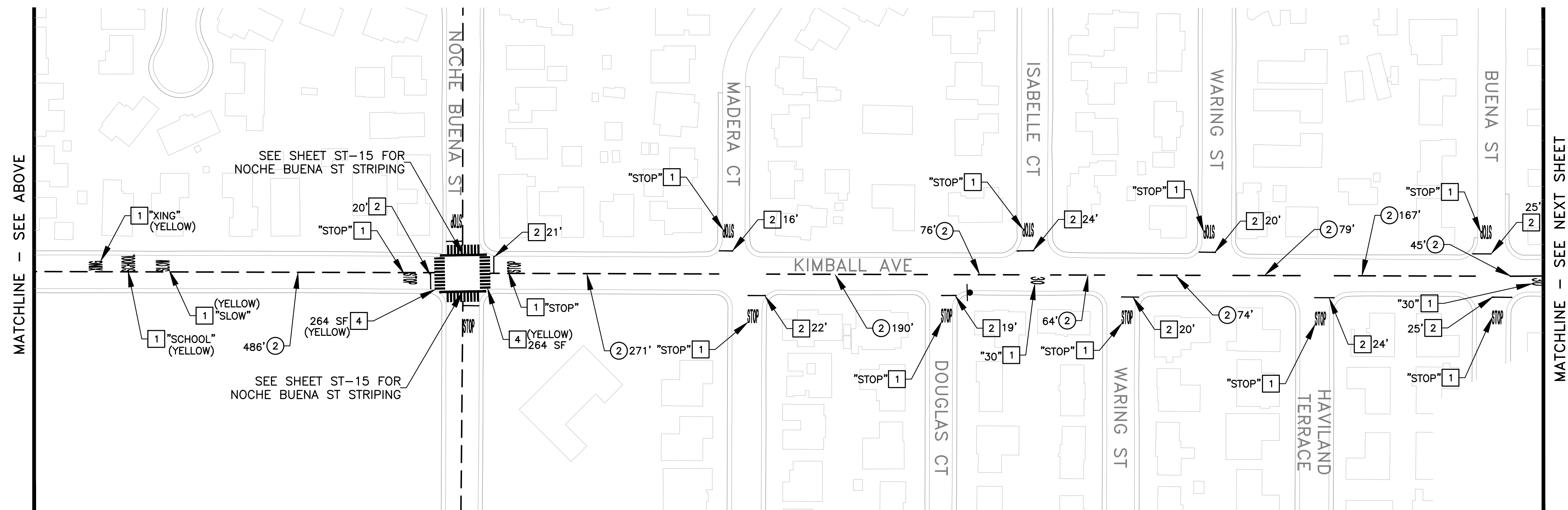
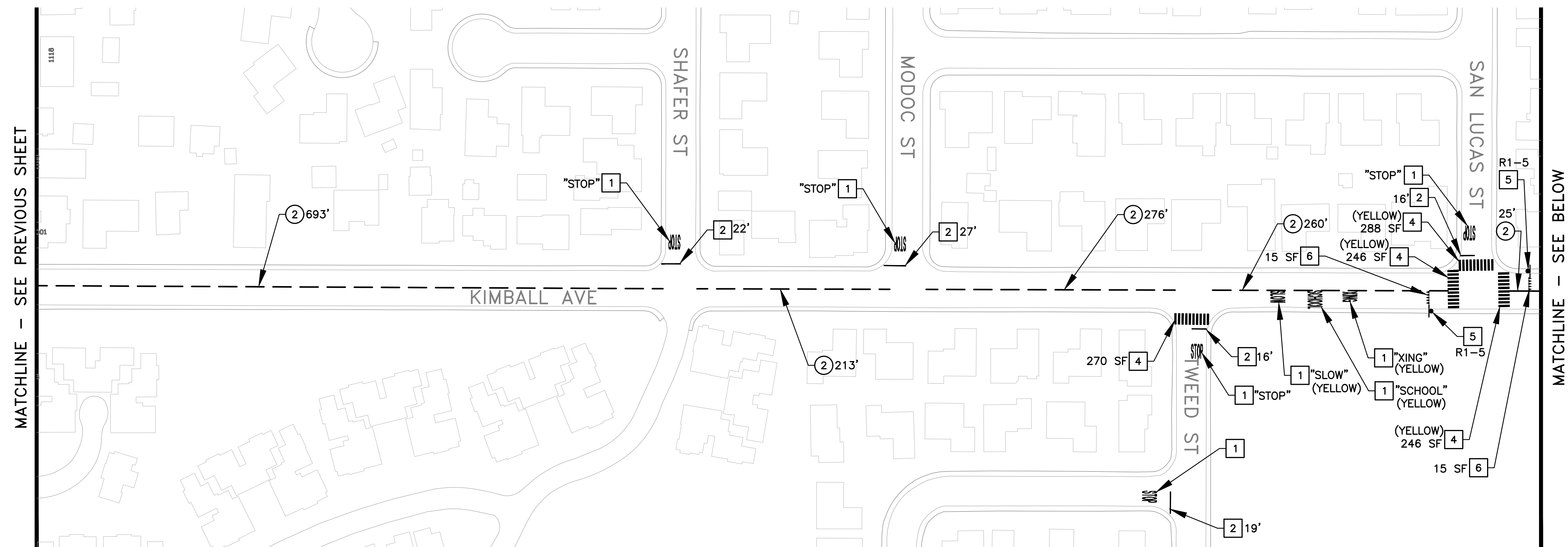
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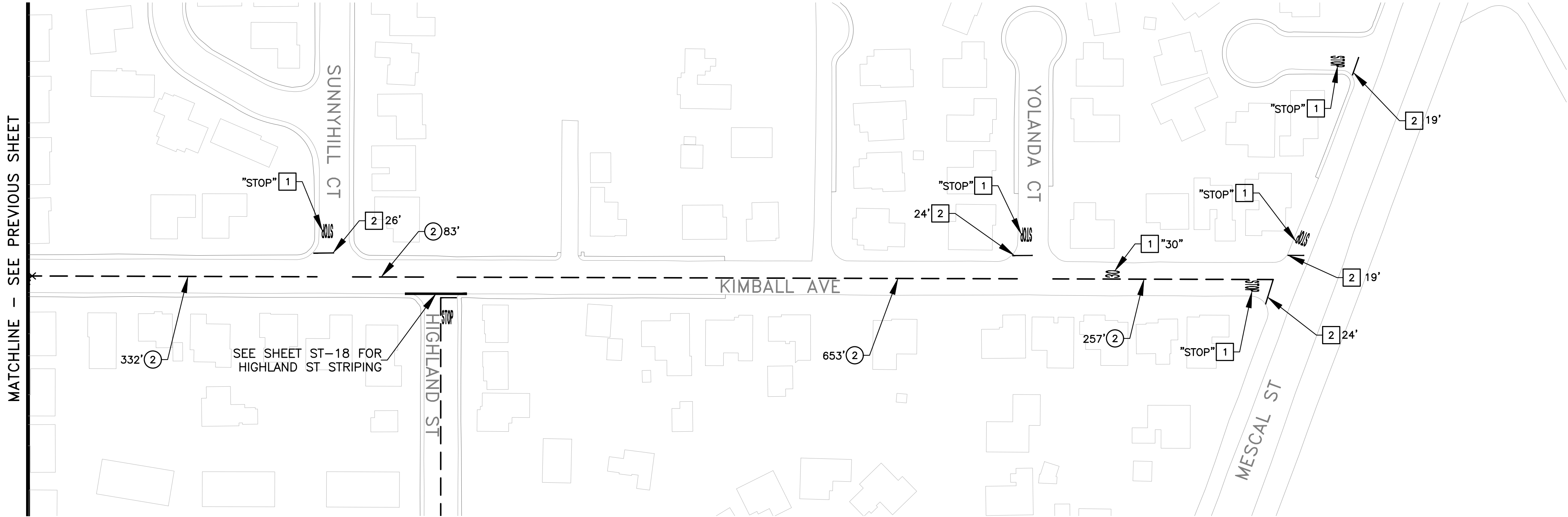
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KIMBALL AVE - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
15 of 36
DRAWING FILE NO:
ST-03



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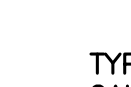
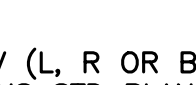
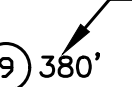
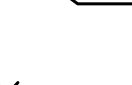
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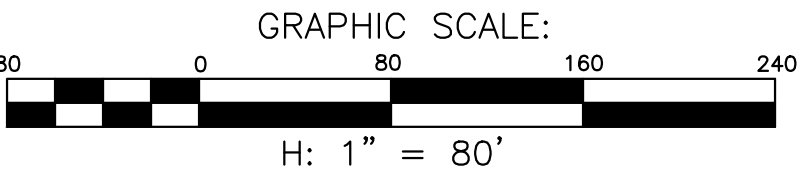
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STRIPING LEGEND:

-  OR 
- TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.
-  OR  OR 
- TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
- 
- TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- 
- TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- 
- DIMENSION MEASURED ON THE SHEET PANEL WHERE IT IS NOTED (TYP.)
- 
- NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
- 
- CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- 
- NEW SIGN AND POLE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

BID SET



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DESIGNED BY:	. CM
DRAWN BY:	. CM,TF,CM
CHECKED BY:	. JK
DATE ISSUED:	. 8/11/2022
JOB NO.	. 180-0189.001



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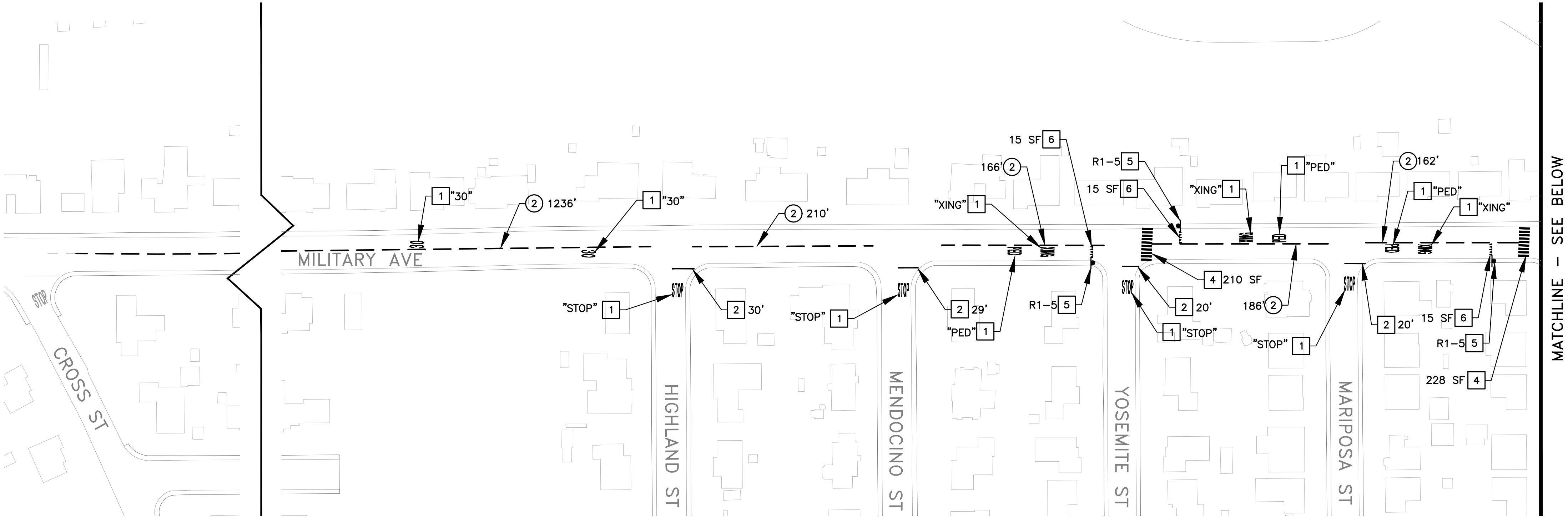
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☐ SEMI-FINAL
☒ FINAL
☐ OTHER

SCALE:

1" = 80'

SHEET TITLE: KIMBALL AVE - STRIPING PLAN	PROJECT NO: 180-0189.001
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 17 of 36
	DRAWING FILE NO: ST-05

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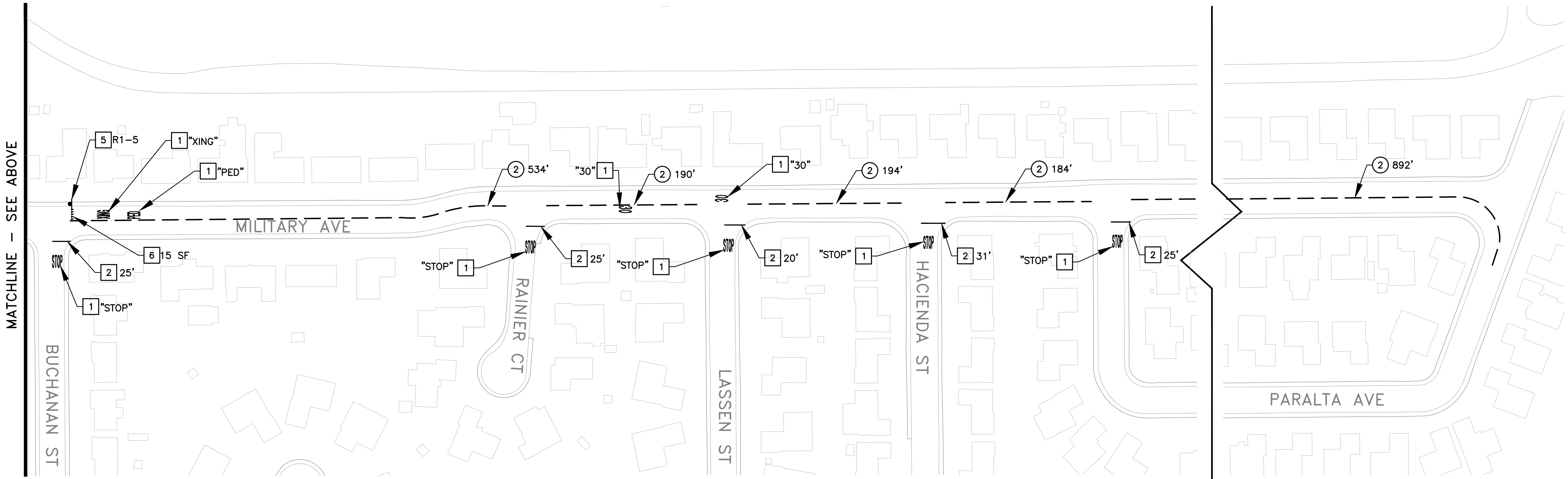
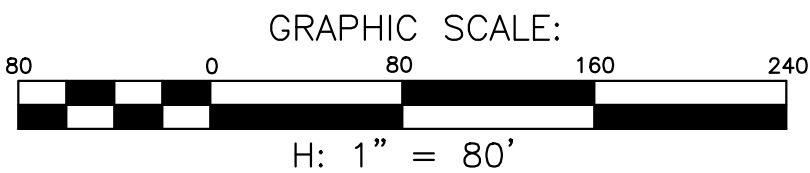
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- ✕ CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- ▮ NEW SIGN AND POLE



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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

SCALE:

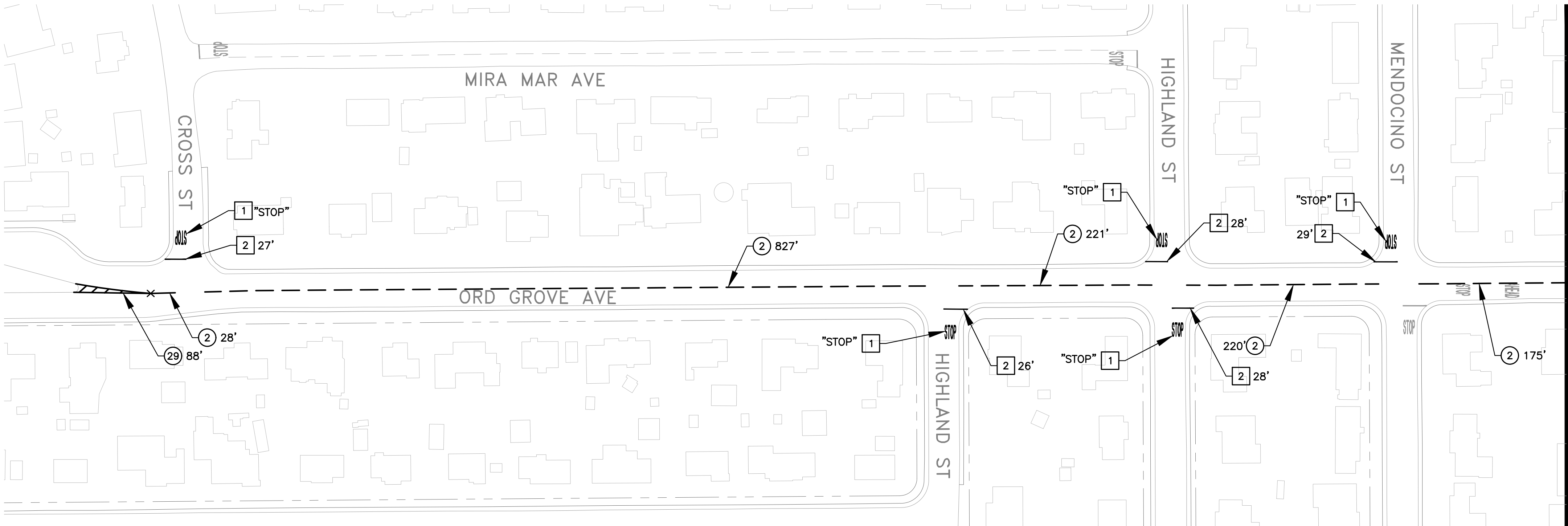
1" = 80'

SHEET TITLE:
MILITARY AVE - STRIPING PLAN

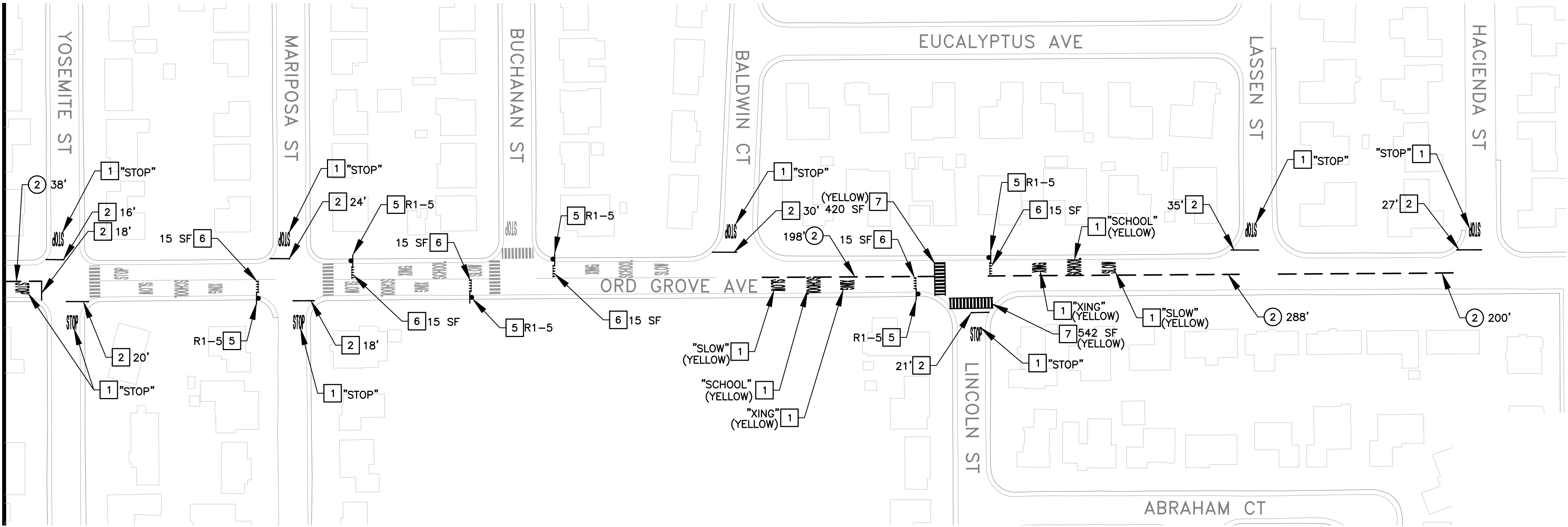
PROJECT TITLE:
**FY 2021/2022 PAVEMENT
REHABILITATION PROJECT**

PROJECT NO:
180-0189.001
SHEET:
18 of 36
DRAWING FILE NO:
ST-06

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MATCHLINE - SEE BELOW



MATCHLINE - SEE ABOVE

STRIPING NOTES:

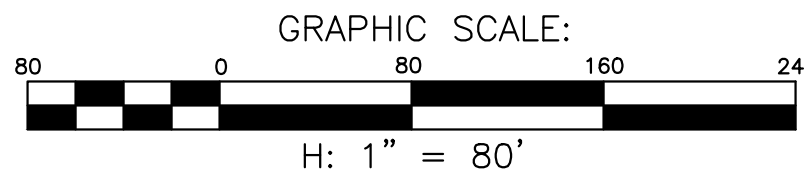
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DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



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(831) 899-6825

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☒ FINAL
☐ OTHER

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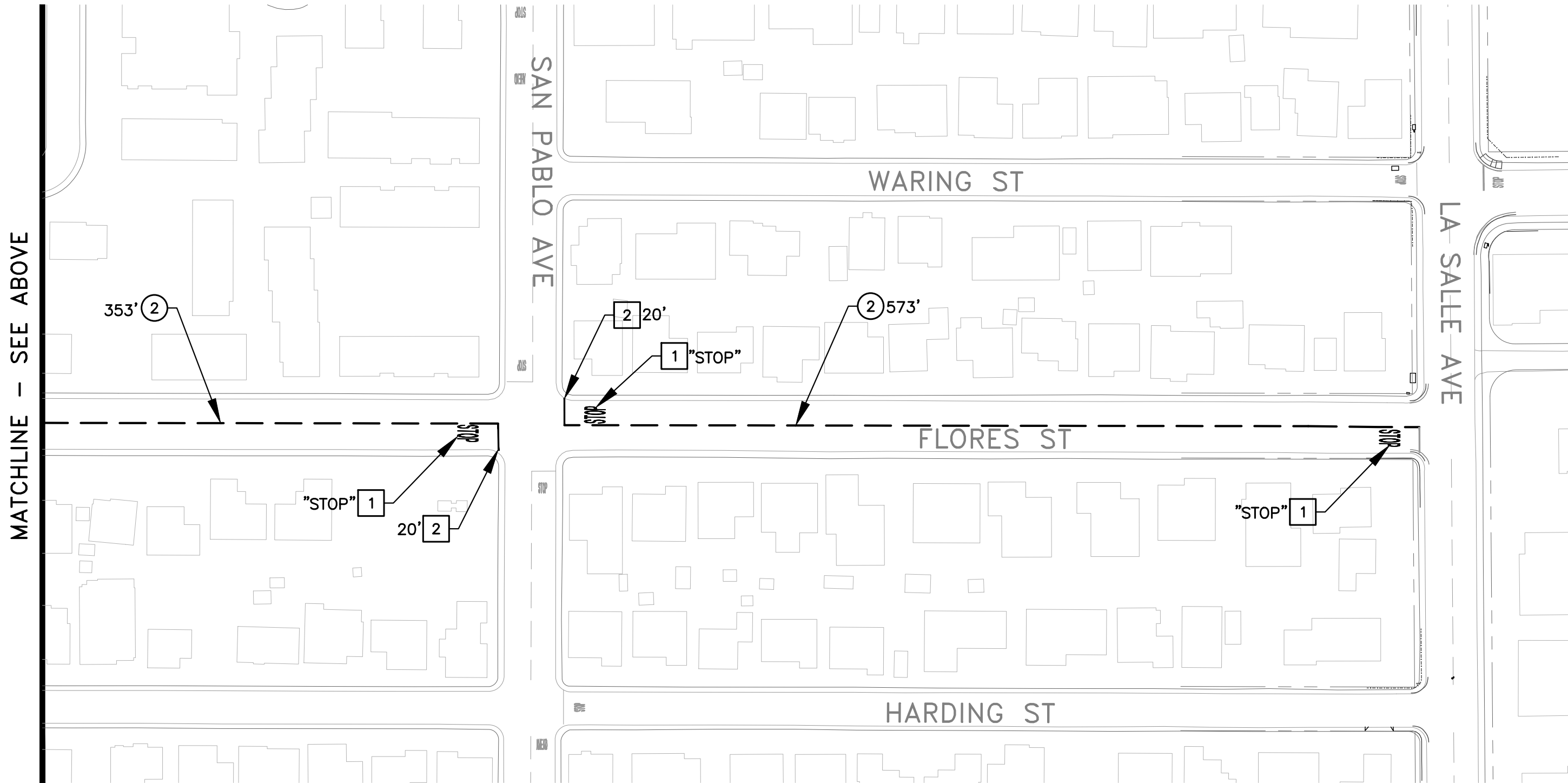
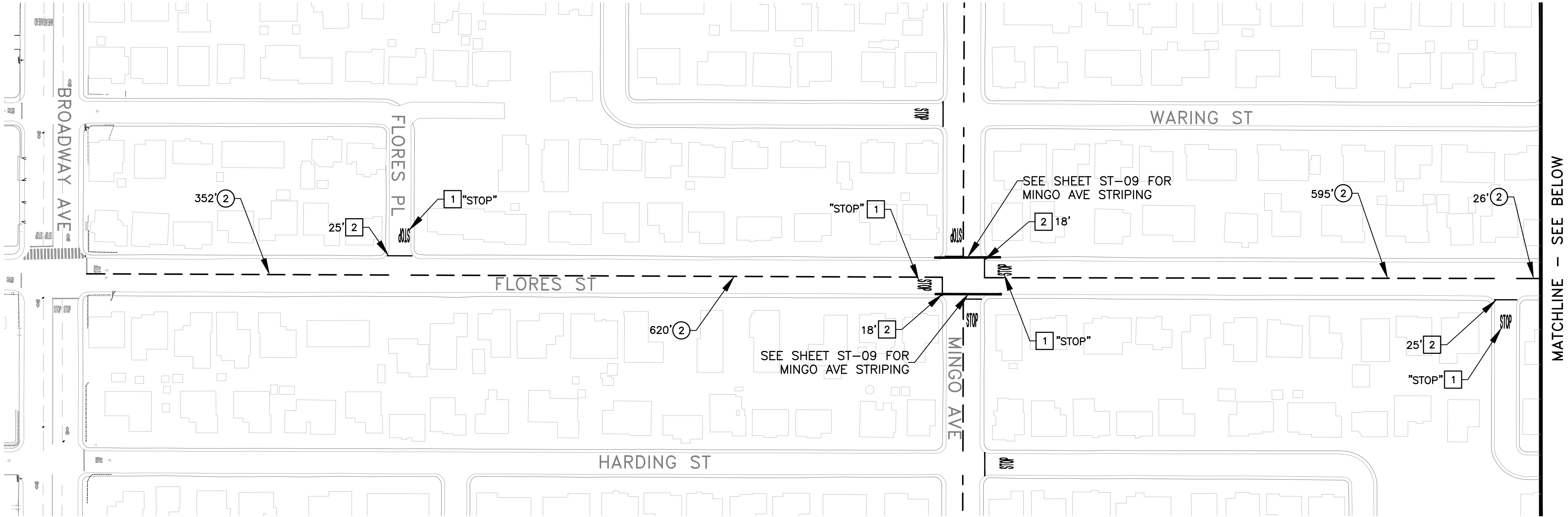
1" = 80'

SHEET TITLE:
ORD GROVE AVE - STRIPING PLAN

PROJECT TITLE:
**FY 2021/2022 PAVEMENT
REHABILITATION PROJECT**

PROJECT NO:
180-0189.001
SHEET:
19 of 36
DRAWING FILE NO:
ST-07

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12:12 AM Plot Date: 8/11/2022 12:12 AM Chris.Morinez



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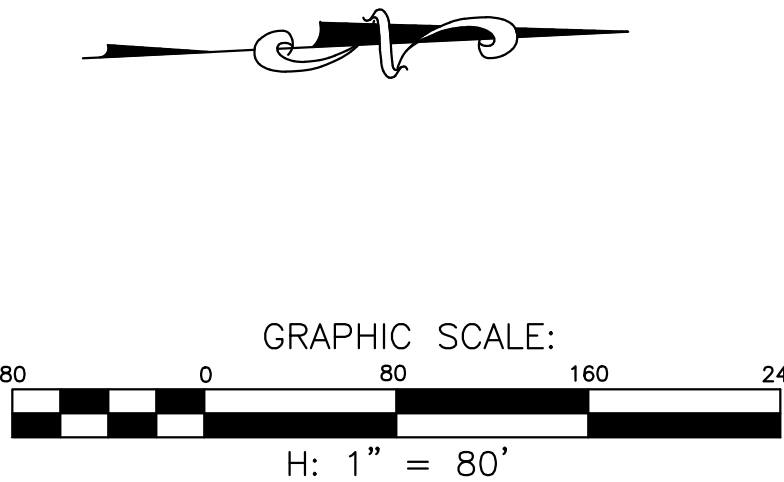
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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
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(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
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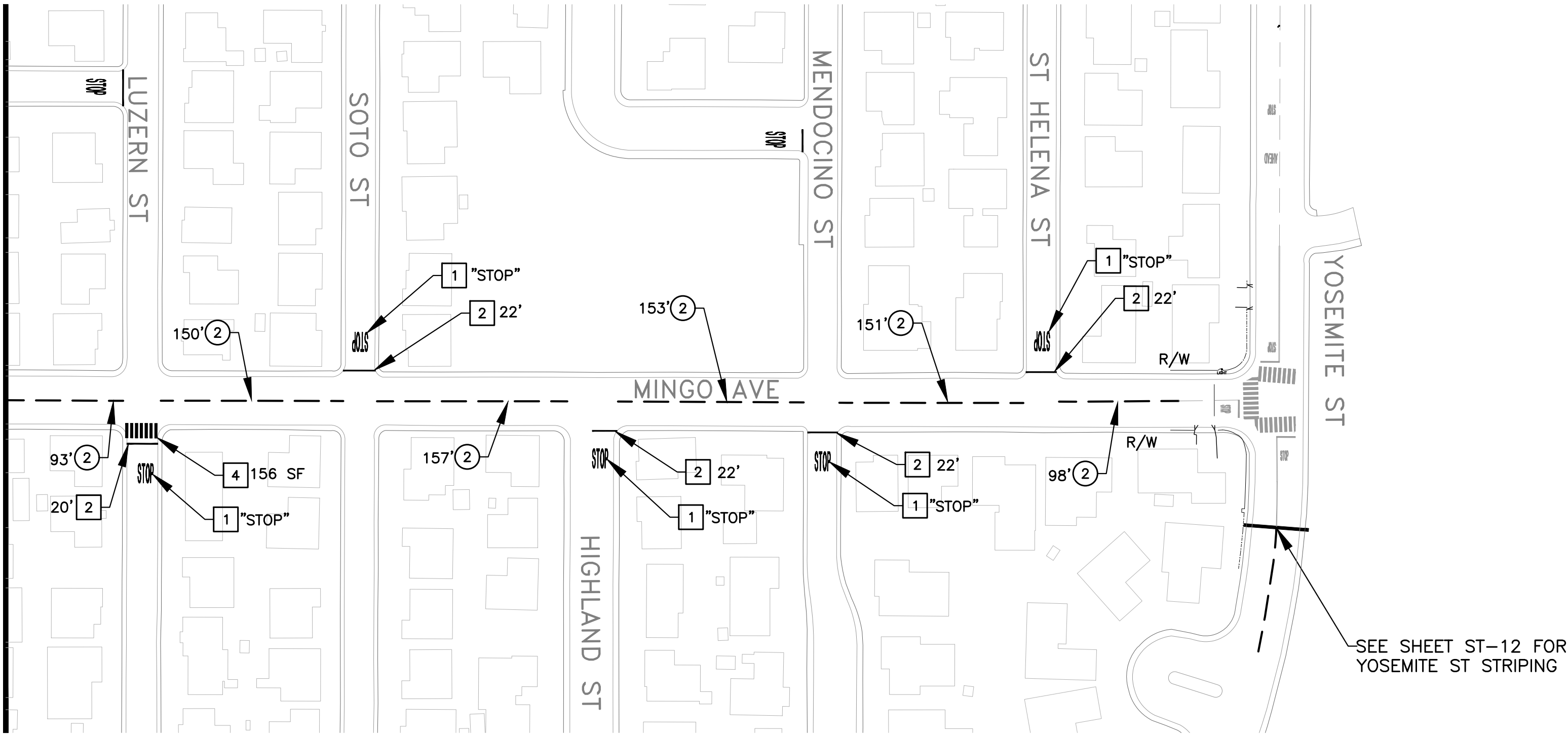
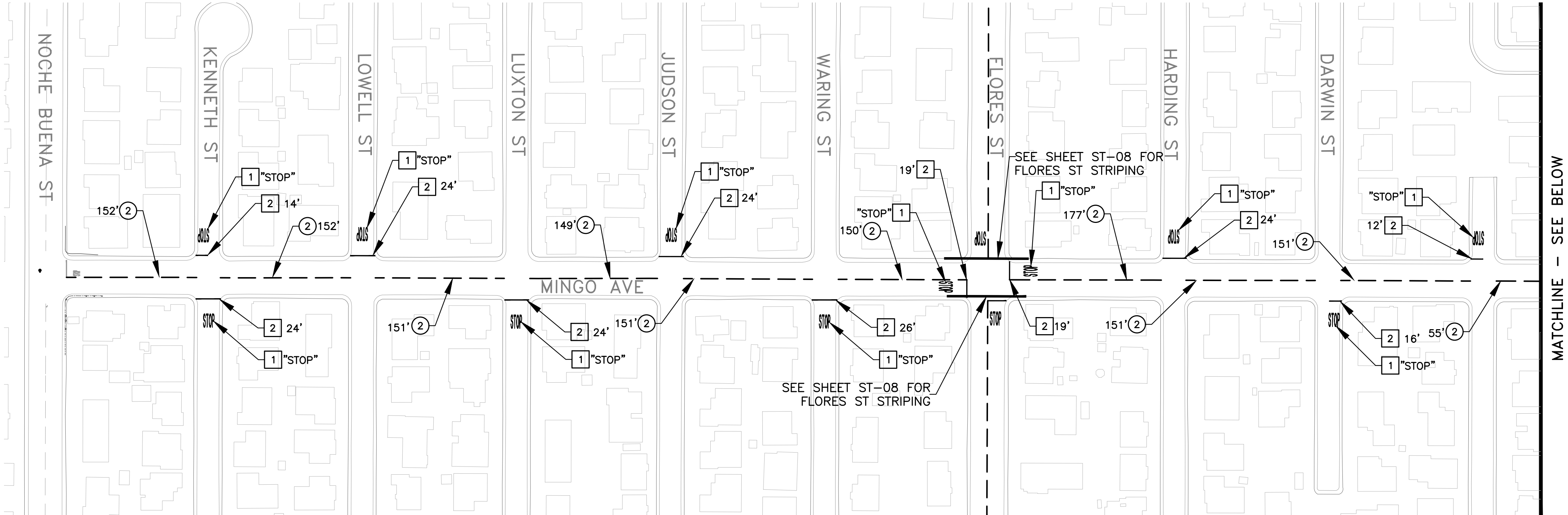
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1" = 80'

SHEET TITLE:
FLORES ST - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
20 of 36
DRAWING FILE NO:
ST-08

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12:12 AM Plot Date: 8/11/2022 12:12 AM Chris.Morinez



STRIPING NOTES:

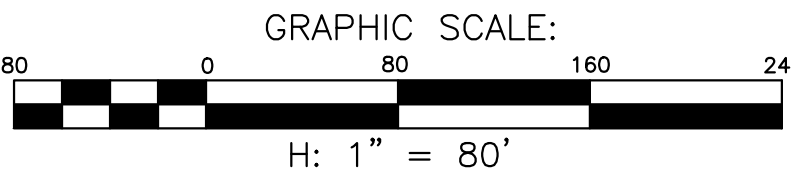
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JOB NO. . 180-0189.001



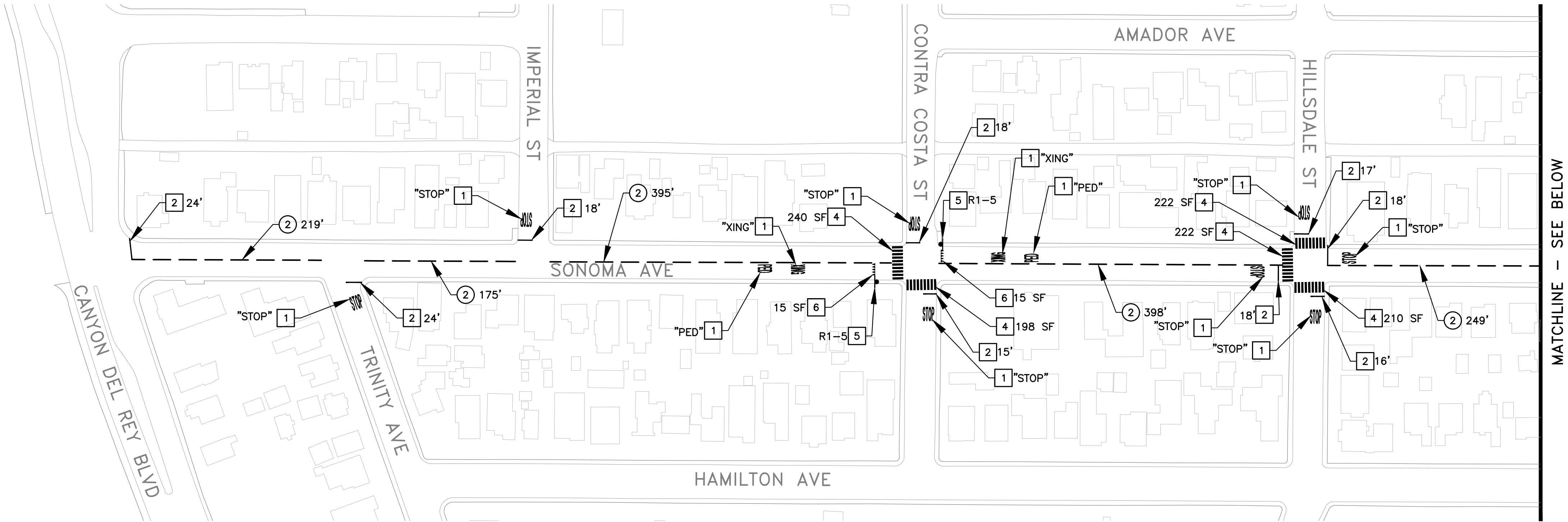
CITY OF SEASIDE
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ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER
SCALE: 1" = 80'

SHEET TITLE: MINGO AVE - STRIPING PLAN	PROJECT NO: 180-0189.001
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT	SHEET: 21 of 36
	DRAWING FILE NO: ST-09

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12:12 AM Plot Date: 8/11/2022 12:12 AM Chris.Morinez



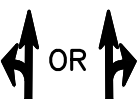
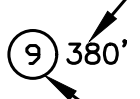
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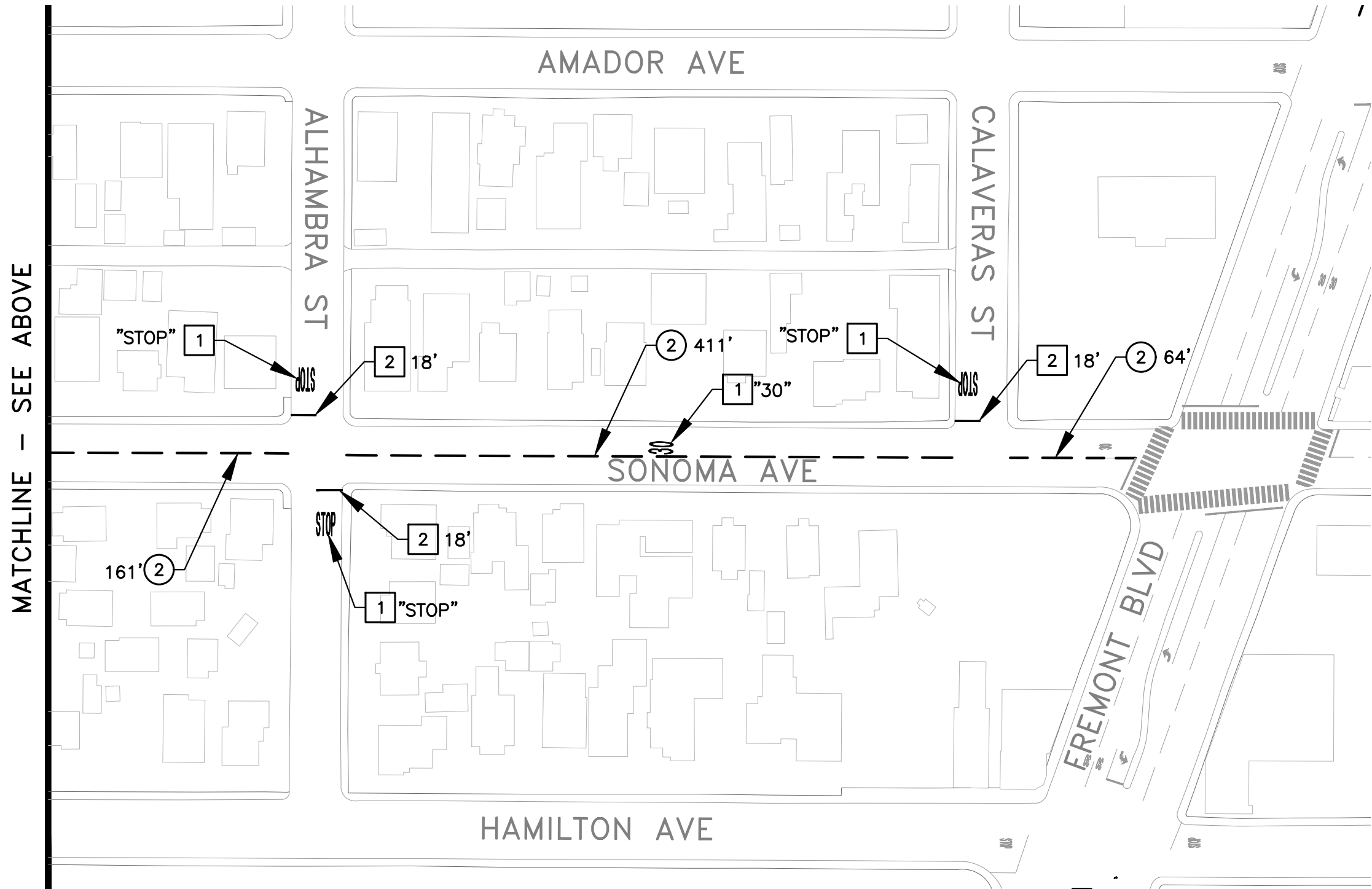
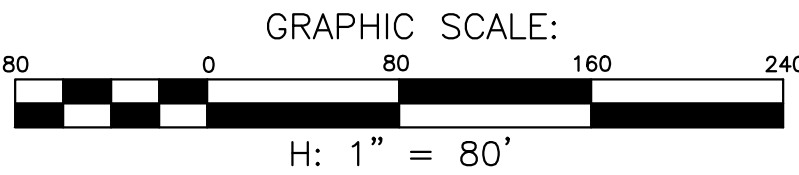
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CHECKED BY: . JK
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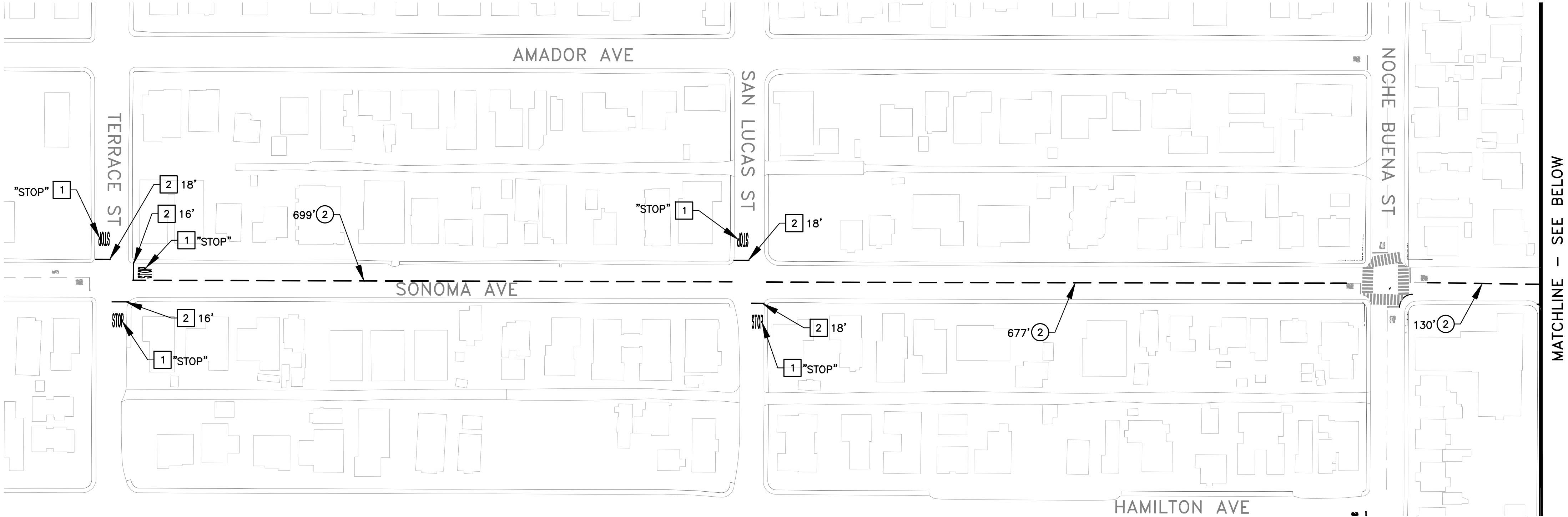
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1" = 80'

SHEET TITLE:
SONOMA AVE - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
22 of 36
DRAWING FILE NO:
ST-10

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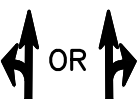
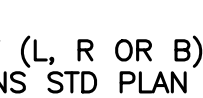
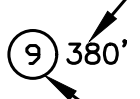
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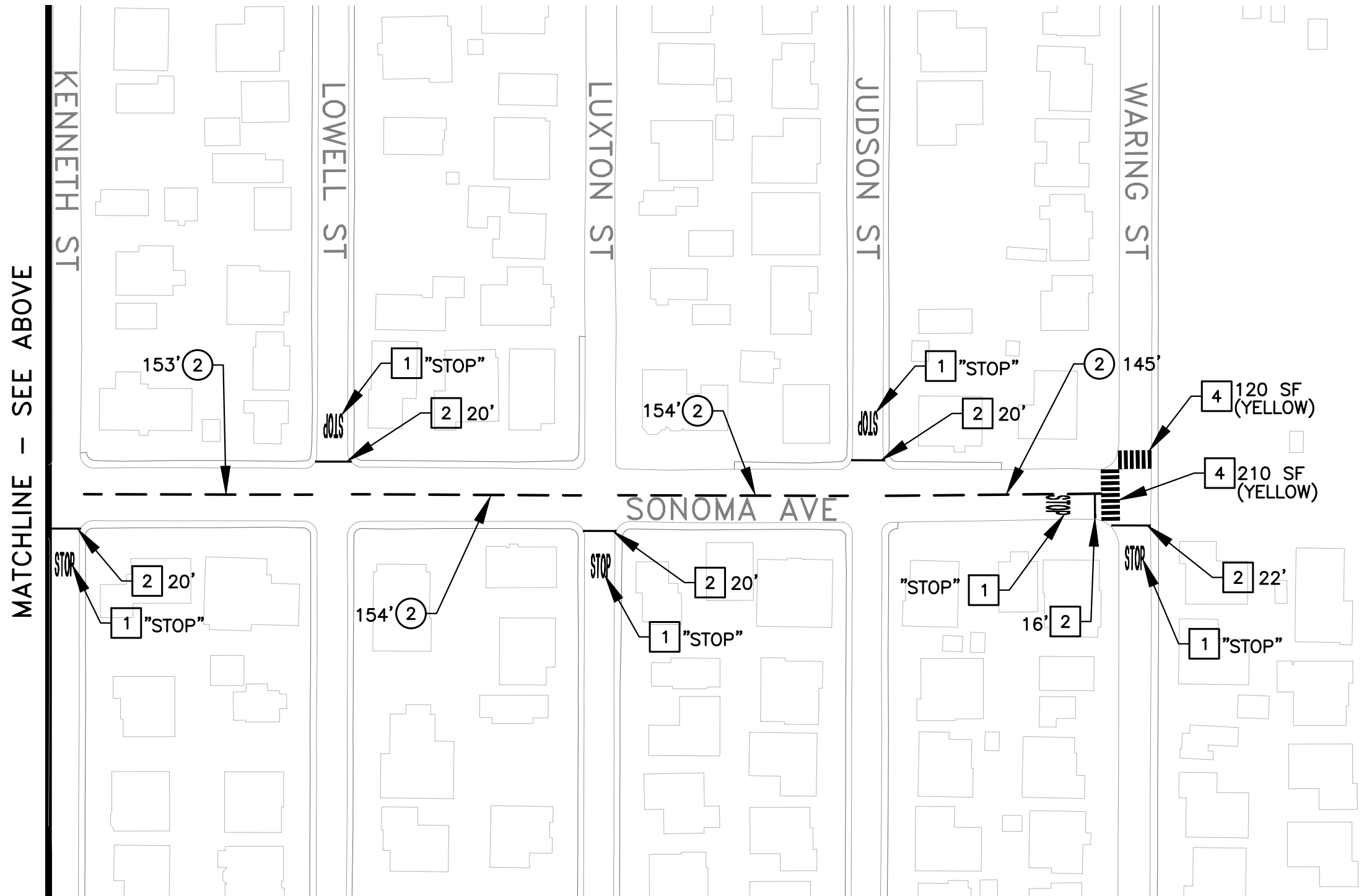
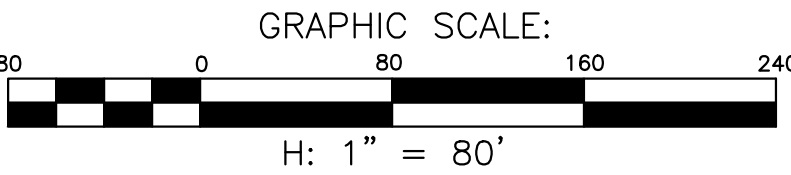
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-  CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
-  NEW SIGN AND POLE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

BID SET



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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

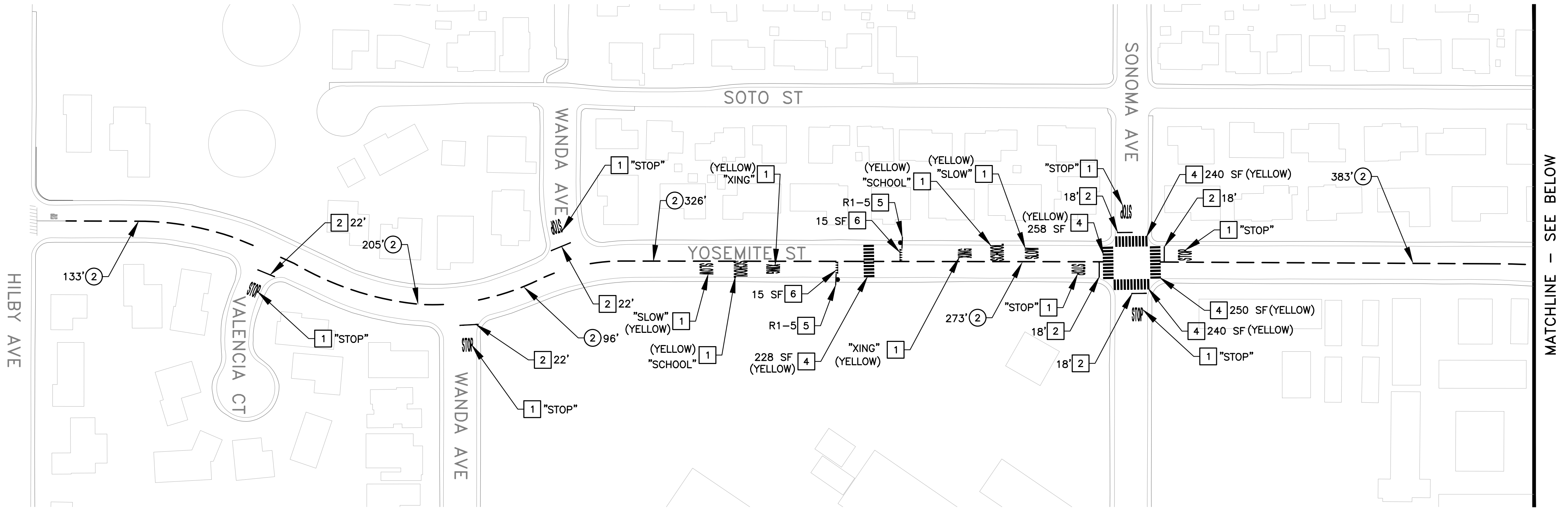
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SHEET TITLE:
SONOMA AVE - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
23 of 36
DRAWING FILE NO:
ST-11

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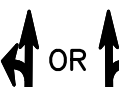
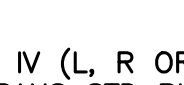
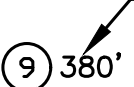
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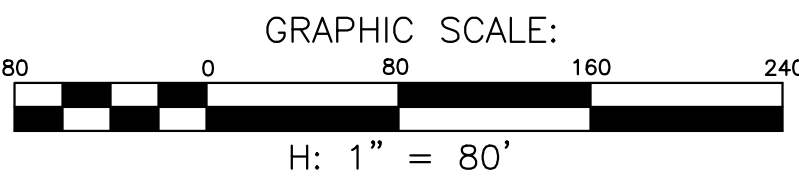
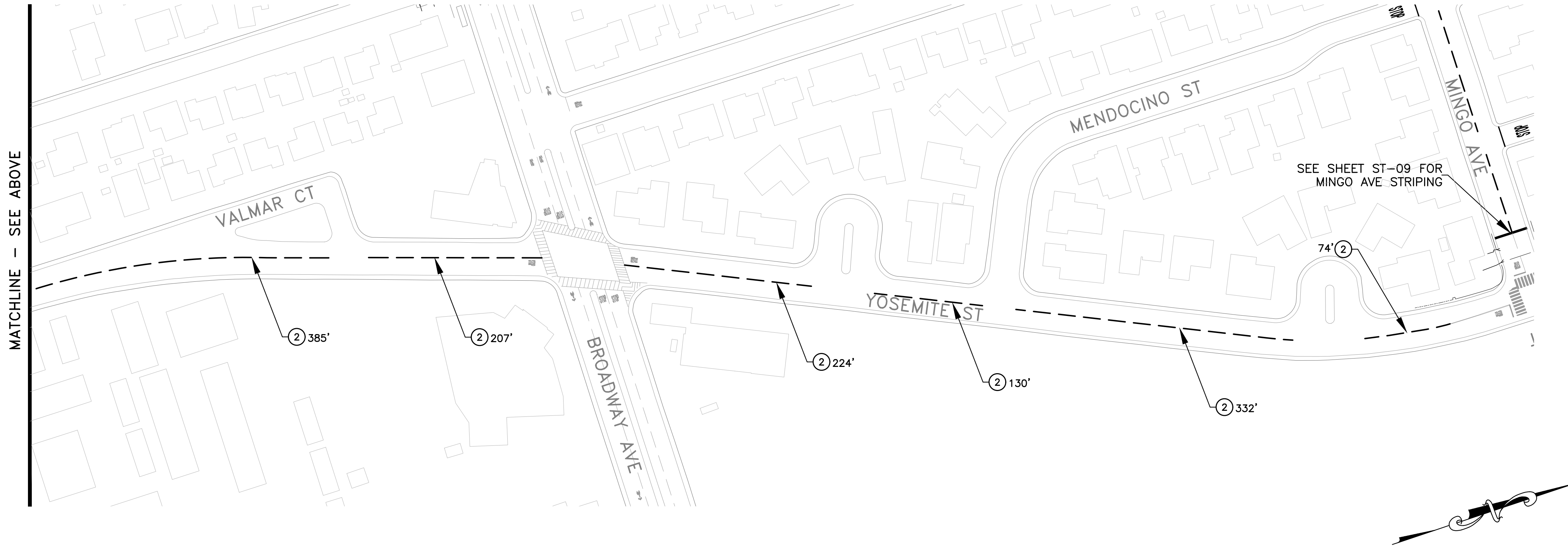
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-  NEW SIGN AND POLE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

BID SET

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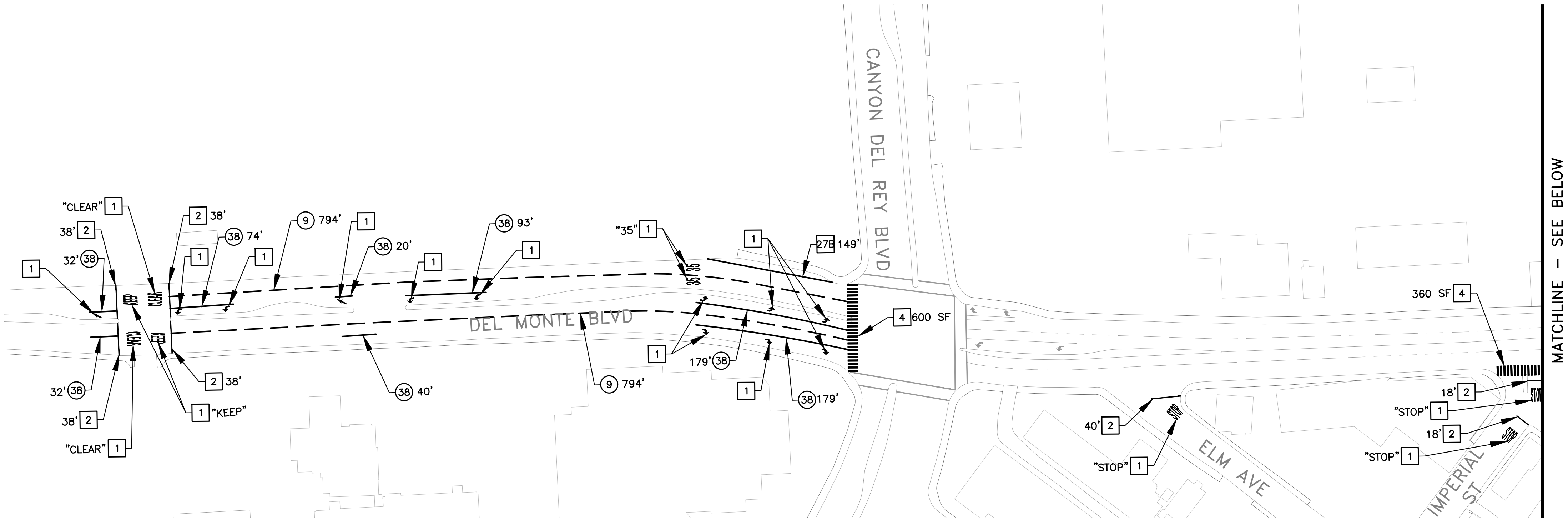
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SHEET TITLE:
YOSEMITE ST - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
24 of 36
DRAWING FILE NO:
ST-12

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MATCHLINE - SEE BELOW

STRIPING NOTES:

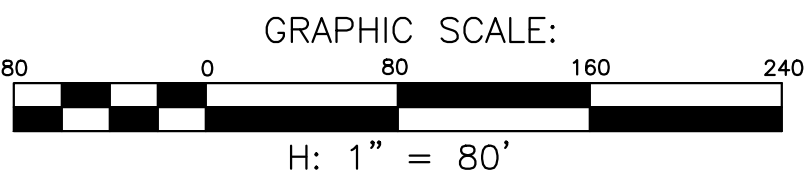
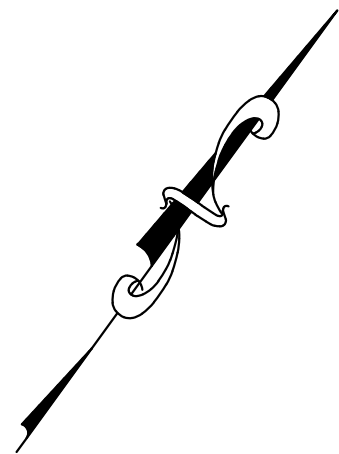
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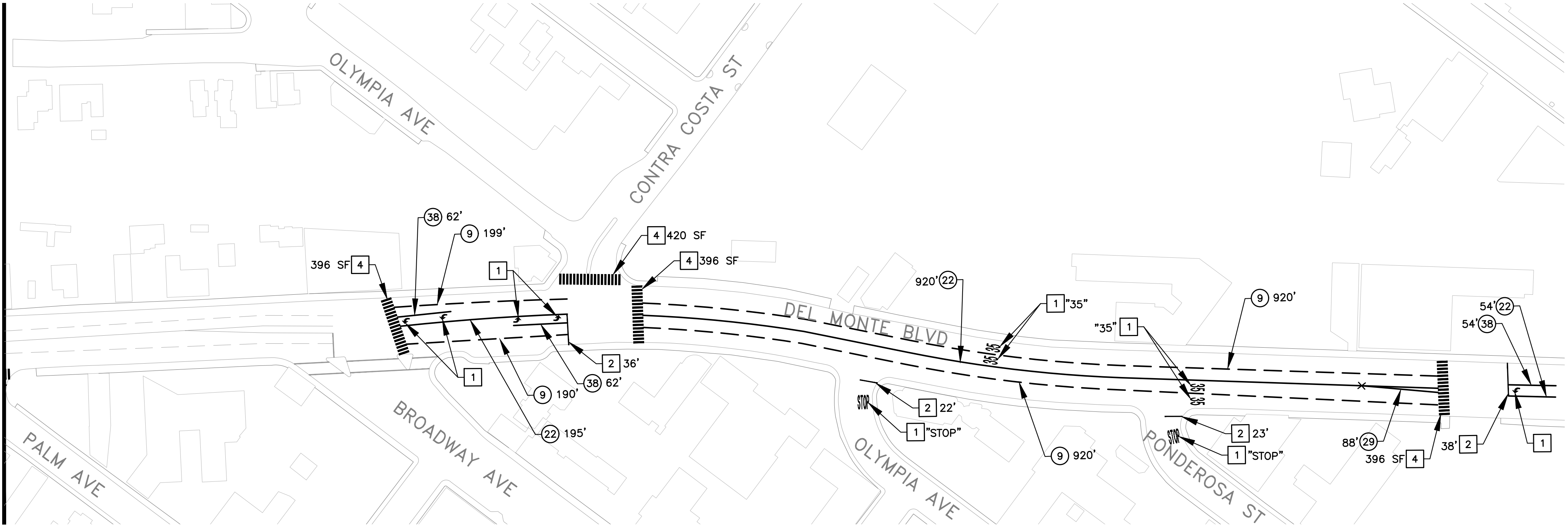
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- NEW SIGN AND POLE



MATCHLINE - SEE ABOVE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED
BID SET					



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DRAWN BY: . CM,TF,CM
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DATE ISSUED: . 8/11/2022
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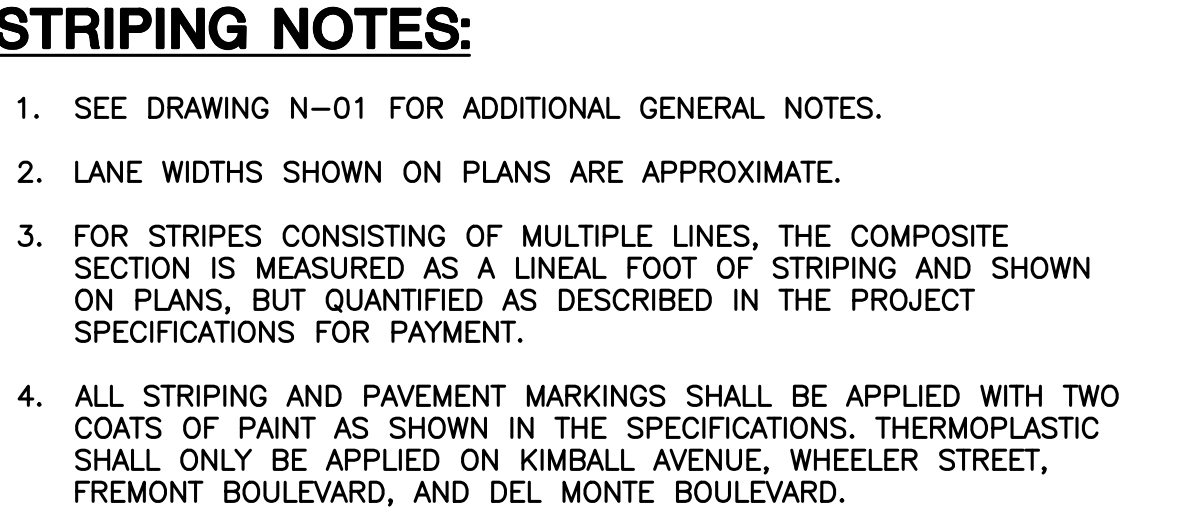
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☒ FINAL
☐ OTHER

SCALE:
1" = 80'

SHEET TITLE:
DEL MONTE BLVD - STRIPING PLAN

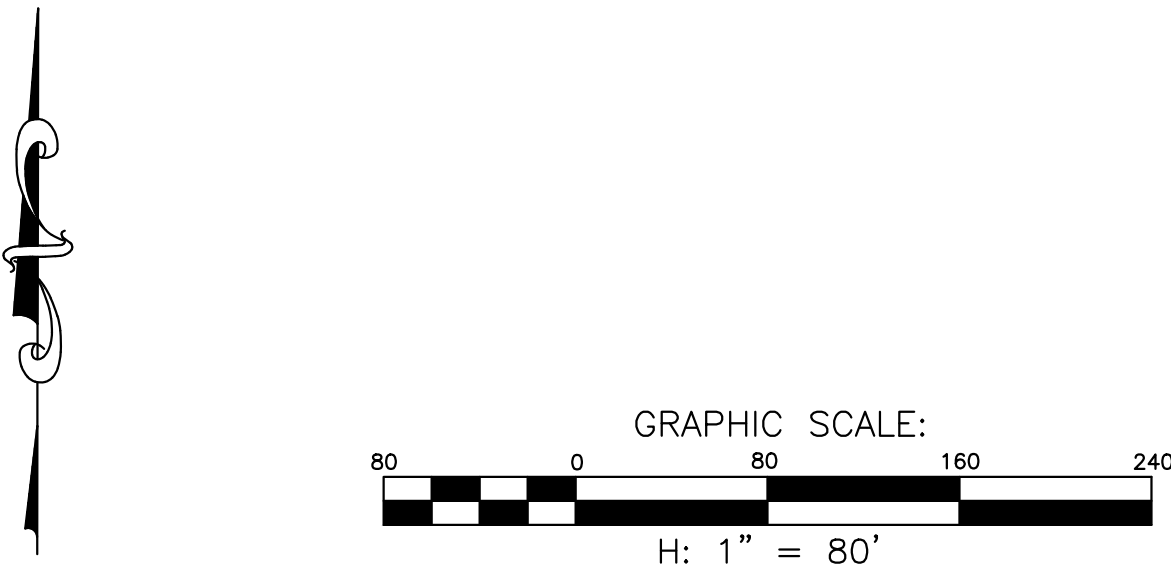
PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
25 of 36
DRAWING FILE NO:
ST-13



1. INSTALL PAVEMENT MARKINGS PER 2018 CALTRANS STD PLANS. UNLESS OTHERWISE NOTED ON PLANS. WORDS ARE INDICATED ON PLANS.
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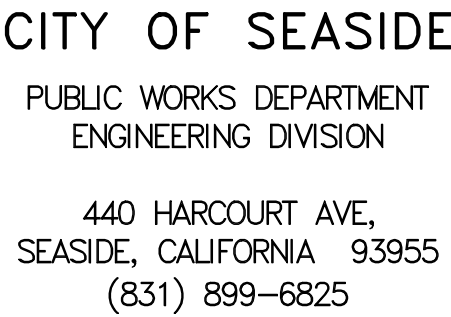
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			NEW SIGN AND POLE



 Harris & Associates 450 Lincoln Avenue, Suite 103 Salinas, CA 93901 weareharris.com (831) 975-6802	DESIGNED BY: . CM
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	CHECKED BY: . JK
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REGISTERED PROFESSIONAL ENGINEER
 FRANK S. LOPEZ
 No. 74581
 Exp. 12/31/23
 CIVIL
 STATE OF CALIFORNIA



SCALE:

1" = 80'

PROJECT TITLE:

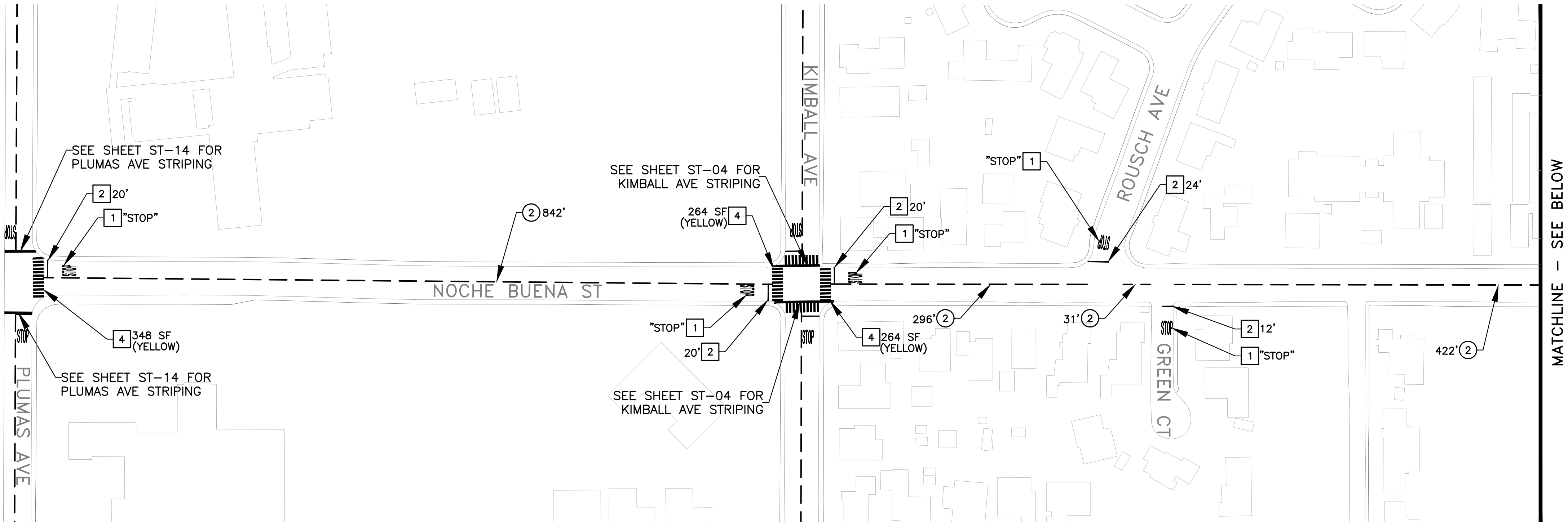
PROJECT NO:
180-0189.001

SHEET:
26 OF 36

DRAWING FILE NO:

ST-14

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STRIPING NOTES:

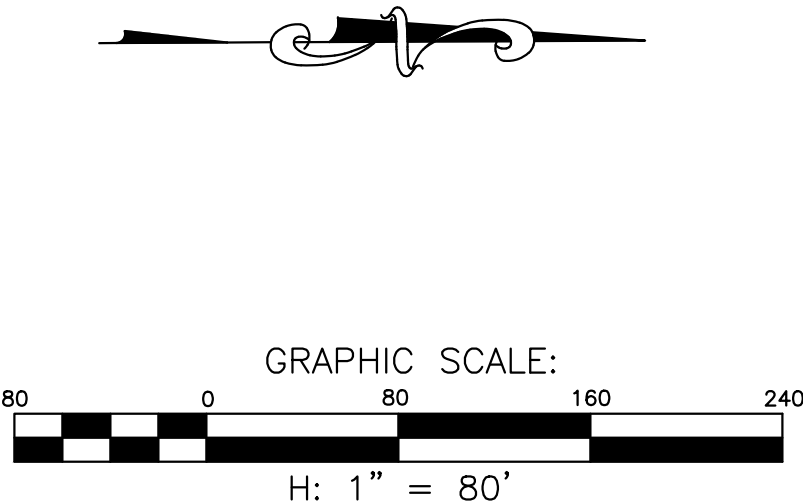
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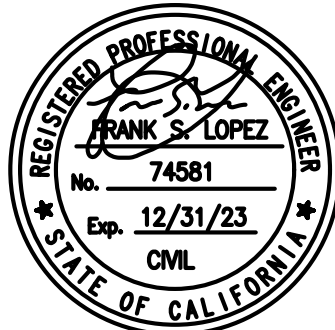
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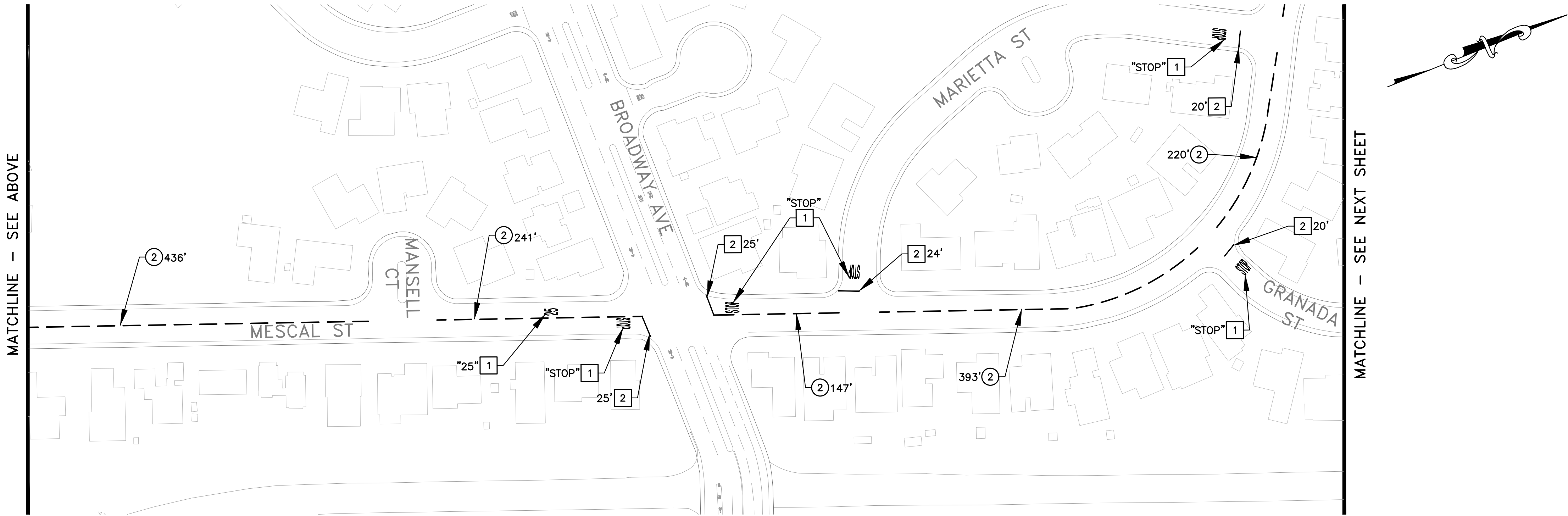
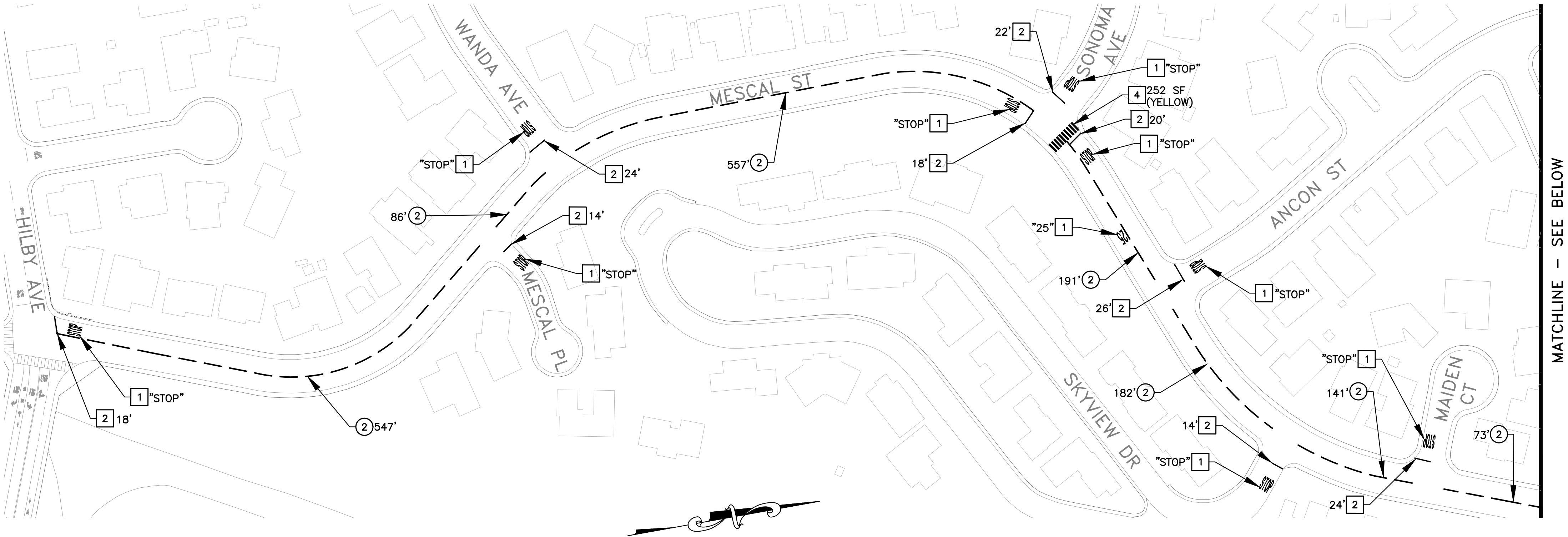
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SHEET TITLE:
NOCHE BUENA ST - STRIPING PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
27 of 36
DRAWING FILE NO:
ST-15

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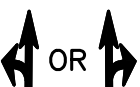
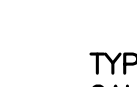
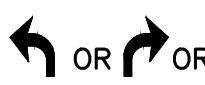
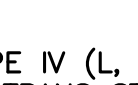
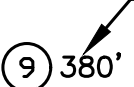
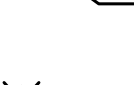
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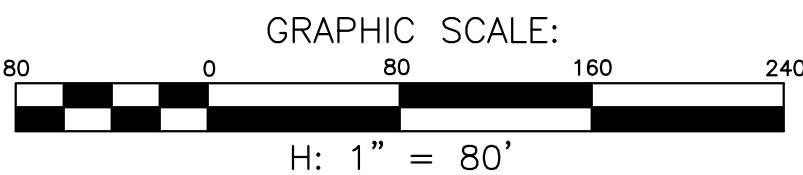
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7. INSTALL LADDER CROSSWALK PER DETAIL 8/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.

STRIPING LEGEND:

-  OR  TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.
-  OR  OR  TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
-  TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
-  TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
-  DIMENSION MEASURED ON THE SHEET PANEL WHERE IT IS NOTED (TYP.)
-  NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
-  CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
-  NEW SIGN AND POLE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

BID SET



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450 Lincoln Avenue, Suite 103 Salinas, CA 93901
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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

SCALE:

1" = 80'

SHEET TITLE:
MESCAL ST - STRIPING PLAN

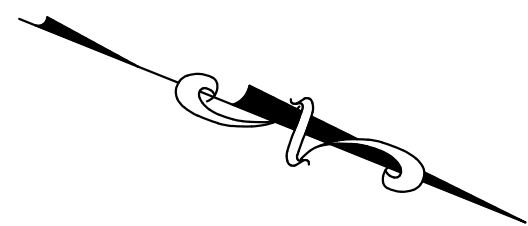
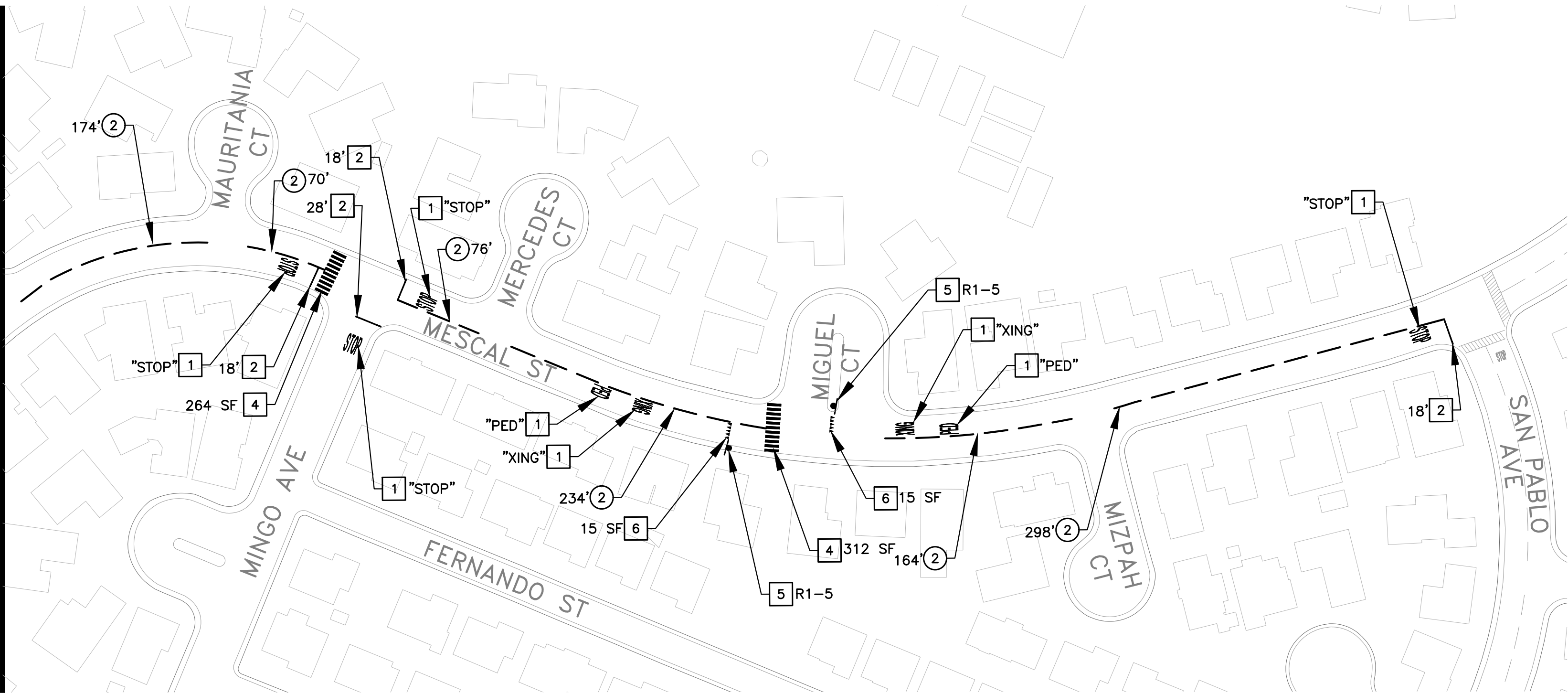
PROJECT TITLE:

FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
28 of 36
DRAWING FILE NO:
ST-16

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\16 TO 17 AND 26 TO 31_VARIOUS LOCATIONS STRIPING.dwg Save Date: 8/11/2022 12:14 AM Plot Date: 8/11/2022 12:14 AM Chris.Martinez

MATCHLINE - SEE PREVIOUS SHEET



STRIPING NOTES:

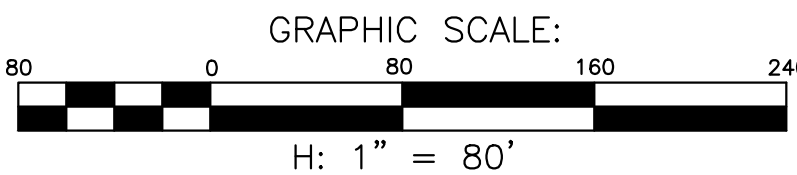
- SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.
- LANE WIDTHS SHOWN ON PLANS ARE APPROXIMATE.
- FOR STRIPES CONSISTING OF MULTIPLE LINES, THE COMPOSITE SECTION IS MEASURED AS A LINEAL FOOT OF STRIPING AND SHOWN ON PLANS, BUT QUANTIFIED AS DESCRIBED IN THE PROJECT SPECIFICATIONS FOR PAYMENT.
- ALL STRIPING AND PAVEMENT MARKINGS SHALL BE APPLIED WITH TWO COATS OF PAINT AS SHOWN IN THE SPECIFICATIONS. THERMOPLASTIC SHALL ONLY BE APPLIED ON KIMBALL AVENUE, WHEELER STREET, FREMONT BOULEVARD, AND DEL MONTE BOULEVARD.

STRIPING CONSTRUCTION NOTES:

- INSTALL PAVEMENT MARKINGS PER 2018 CALTRANS STD PLANS. WHITE UNLESS OTHERWISE NOTED ON PLANS. WORDS ARE INDICATED ON PLANS.
- INSTALL 12" WHITE (W) LIMIT LINE PER CALTRANS STD PLAN A24E. TOTAL LENGTH IS INDICATED.
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- INSTALL CONTINENTAL CROSSWALK PER DETAIL 7/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.
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STRIPING LEGEND:

- OR TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.
- OR OR TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
- TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- DIMENSION MEASURED ON THE SHEET PANEL WHERE IT IS NOTED (TYP.)
- 9 360' NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
- CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- NEW SIGN AND POLE



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

SCALE:

1" = 80'

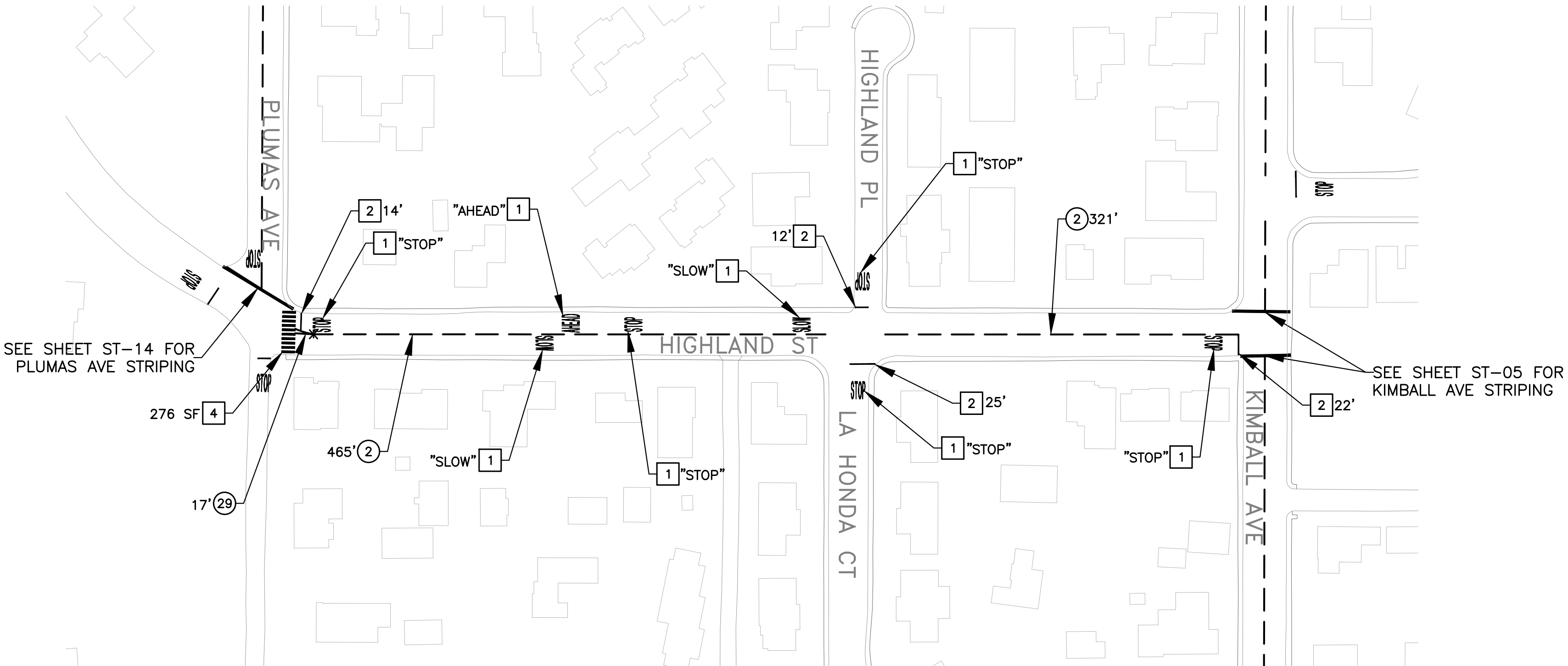
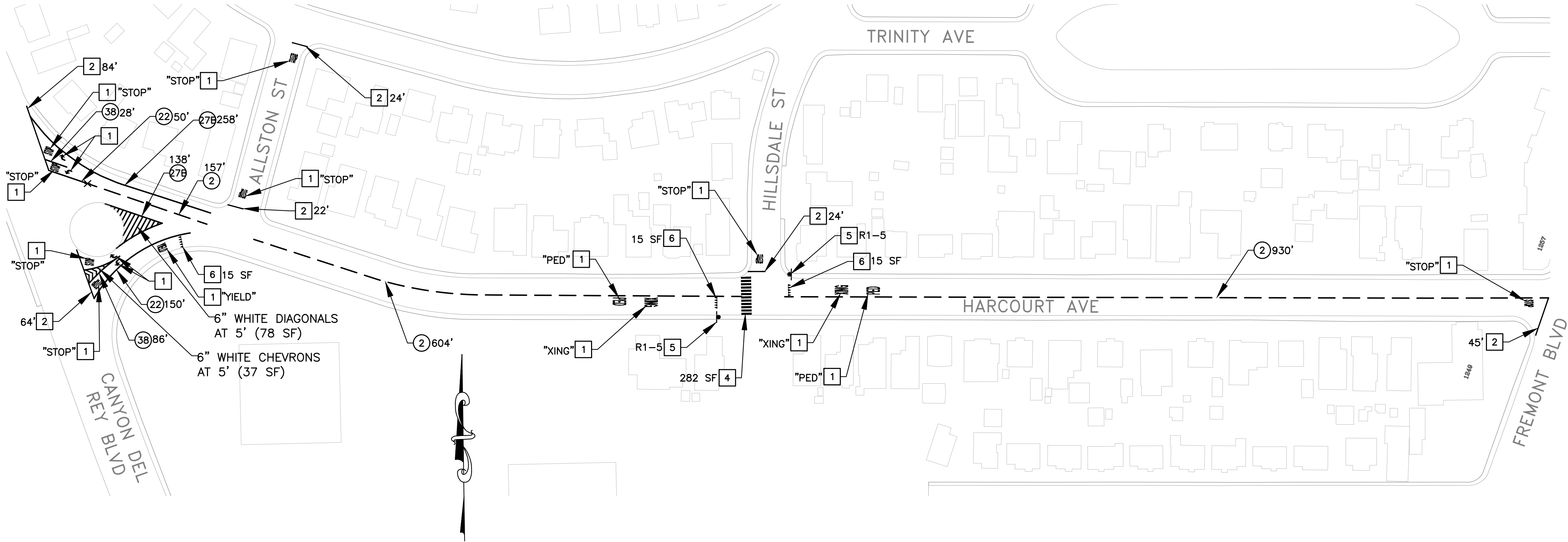
SHEET TITLE:
MESCAL ST - STRIPING PLAN

PROJECT TITLE:

FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
29 of 36
DRAWING FILE NO:
ST-17

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\16 TO 17 AND 26 TO 31_VARIOUS LOCATIONS STRIPING.dwg Save Date: 8/11/2022 12:14 AM Plot Date: 8/11/2022 12:14 AM Chris.Martinez



STRIPING NOTES:

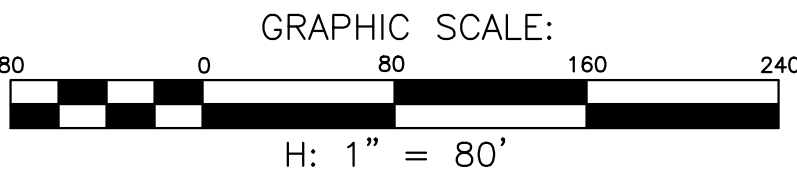
1. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.
2. LANE WIDTHS SHOWN ON PLANS ARE APPROXIMATE.
3. FOR STRIPES CONSISTING OF MULTIPLE LINES, THE COMPOSITE SECTION IS MEASURED AS A LINEAL FOOT OF STRIPING AND SHOWN ON PLANS, BUT QUANTIFIED AS DESCRIBED IN THE PROJECT SPECIFICATIONS FOR PAYMENT.
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STRIPING CONSTRUCTION NOTES:

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7. INSTALL LADDER CROSSWALK PER DETAIL 8/CD-02. TOTAL SQUARE-FOOT IS INDICATED ON PLANS.

STRIPING LEGEND:

- OR TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.
- OR OR TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
- TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.
- TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.
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- NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.
- CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.
- NEW SIGN AND POLE



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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

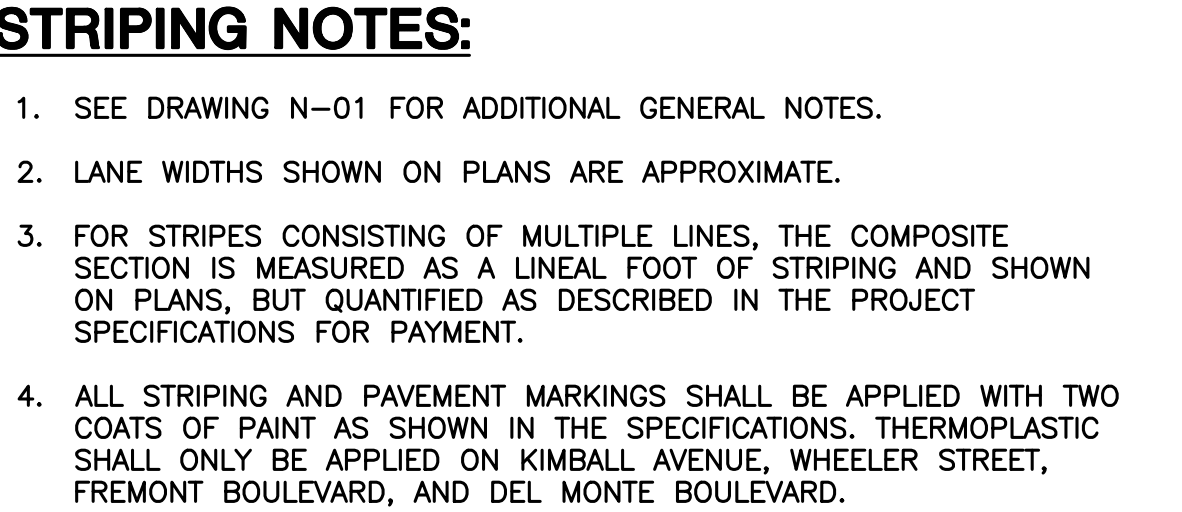
SCALE:

1" = 80'

SHEET TITLE:
**HARCOURT AVE &
HIGHLAND ST - STRIPING PLAN**
PROJECT TITLE:

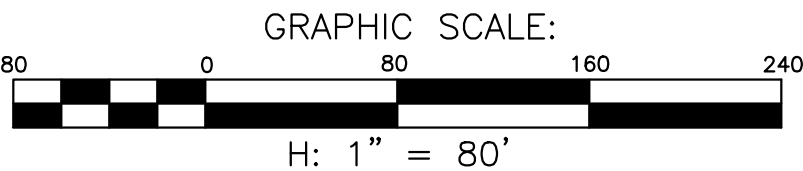
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
30 of 36
DRAWING FILE NO:
ST-18



1. INSTALL PAVEMENT MARKINGS PER 2018 CALTRANS STD PLANS. UNLESS OTHERWISE NOTED ON PLANS. WORDS ARE INDICATED ON PLANS.
2. INSTALL 12" WHITE (W) LIMIT LINE PER CALTRANS STD PLAN A24E. TOTAL LENGTH IS INDICATED.
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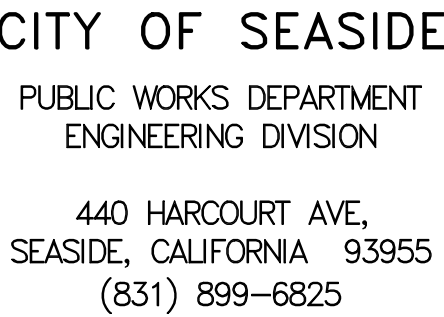
	OR		TYPE VII (L OR R) ARROW PER CALTRANS STD PLAN A24A.		
	OR		OR		TYPE IV (L, R OR B) ARROW PER CALTRANS STD PLAN A24A.
	TYPE I ARROW (10 FT) PER CALTRANS STD PLAN A24A.				
	TYPE VI ARROW (10 FT) PER CALTRANS STD PLAN A24A.				
		DIMENSION MEASURED ON THE SHEET PANEL WHERE IT IS NOTED (TYP.)			
		NUMBER INDICATES PAVEMENT MARKERS AND TRAFFIC LINES DETAIL NUMBER PER 2018 CALTRANS STD PLANS RSP A20A TO A20D.			
	CHANGE OF PAVEMENT DELINEATION DETAIL TYPE.				
	NEW SIGN AND POLE				



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	450 Lincoln Avenue, Suite 103 Salinas, CA 93901	DRAWN BY: . CM,TF,CM
	wareharris.com (831) 975-6802	CHECKED BY: . JK
		DATE ISSUED: . 8/11/2022
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REGISTERED PROFESSIONAL ENGINEER
 No. 74581
 Exp. 12/31/23
 CIVIL
 STATE OF CALIFORNIA



SHEET TITLE:
**SAN PABLO AVE &
LA SALLE AVE - STRIPING PLAN**

PROJECT TITLE:

PROJECT NO:
180-0189.001

SHEET:
31 OF 36

DRAWING FILE NO:
ST-19

Plotted: S:\044\2020\02015-220\AWenon\Drawings\CD\02\9/20/2022-14:34:00 PM - 01: 41\3965556\180-00189-20 Pavement Rehab\2021\32 TO 36_ST-20 TO SM-01 CITY WIDE STRIPING.dwg :: Chris.Martinez 8/11/2022 12:15 AM Plot Date: 8/11/2022 12:15 AM Chris.Martinez

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
1	A	18
2	A	18
3	A	35
4	B	19
5	A	14
6	A	19
7	B	45
8	A	19
9	A	19
10	A	19
11	A	25
12	A	25
13	A	19
14	A	17
15	B	17
16	C	16
17	A	18
18	A	17
19	A	25
20	A	16
21	A	20
22	A	18
23	C	17
24	A	25
25	A	18
26	A	26
27	A	16
28	A	14
29	A	18
30	A	16
31	A	12
32	A	28
33	B	26
34	A	16
35	A	20
36	B	26
37	B	26
38	B	26
39	A	30
40	A	29
41	A	16
42	A	14
43	C	16
44	A	14
45	B	30
46	B	25
47	A	14
48	B	25
49	B	26
50	B	24

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
51	B	26
52	B	25
53	A	20
54	A	18
55	B	24
56	B	24
57	A	12
58	B	22
59	A	14
60	A	12
61	B	24
62	A	12
63	B	20
64	B	20
65	B	18
66	A	18
67	B	25
68	A	18
69	A	18
70	B	22
71	B	22
72	A	25
73	B	18
74	A	12
75	A	12
76	B	25
77	A	18
78	C	18
79	C	16
80	C	18
81	C	16
82	A	17
83	A	17
84	C	16
85	C	16
86	C	16
87	C	16
88	A	16
89	A	18
90	A	15
91	C	17
92	C	17
93	A	16
94	A	16
95	A	18
96	A	18
97	A	12
98	A	18
99	A	18
100	A	16

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
101	A	18
102	A	14
103	A	18
104	A	18
105	A	16
106	A	16
107	A	20
108	A	20
109	A	17
110	A	20
111	A	20
112	A	19
113	A	15
114	A	19
115	A	20
116	C	18
117	C	15
118	A	19
119	C	17
120	A	18
121	A	15
122	A	16
123	A	18
124	C	17
125	A	17
126	A	17
127	A	18
128	A	18
129	A	22
130	A	20
131	A	22
132	A	16
133	A	16
134	A	17
135	A	40
136	A	45
137	A	17
138	A	43
139	A	18
140	C	16
141	A	12
142	A	14
143	A	16
144	C	18
145	A	16
146	C	18
147	A	16
148	A	18
149	A	18
150	A	16

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
151	A	22
152	A	45
153	A	30
154	A	20
155	A	24
156	A	18
157	C	16
158	C	16
159	A	18
160	A	18
161	A	26
162	A	22
163	A	22
164	A	22
165	A	25
166	A	28
167	A	22
168	A	26
169	A	26
170	A	22
171	A	20
172	A	28
173	B	14
174	A	18
175	A	8
176	A	12
177	A	26
178	A	32
179	A	10
180	A	14
181	A	18
182	A	15
183	A	15
184	A	16
185	A	18
186	A	19
187	A	21
188	A	32
189	A	23
190	A	16
191	A	25
192	A	26
193	A	15
194	A	26
195	A	18
196	C	14
197	A	18
198	A	16
199	B	20
200	B	20

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
201	B	20
202	B	20
203	A	16
204	B	10
205	A	22
206	A	26
207	A	26
208	A	27
209	B	25
210	A	20
211	B	30
212	B	32
213	B	30
214	C	22
215	A	18
216	A	20
217	B	18
218	B	20
219	A	16
220	B	20
221	A	18
222	B	18
223	B	26
224	A	18
225	A	18
226	A	18
227	A	18
228	B	32
229	A	16
230	A	18
231	A	18
232	B	16
233	B	26
234	B	18
235	B	32
236	B	28
237	A	11
238	A	16
239	A	16
240	C	18
241	A	22
242	A	23
243	C	16
244	A	18
245	A	18
246	A	25
247	A	22
248	A	18
249	A	20
250	A	20

STOP MARKINGS TABLE		
LOCATION #	DETAIL REFERENCE	LIMIT LINE LENGTH (FT)
251	B	32
252	A	20
253	A	15
254	C	18
255	C	20
256	A	16
257	B	28
258	A	26
259	A	25
260	A	14
261	A	14

STRIPING NOTES:

1. SEE DETAIL 10 ON SHEET CD-02 FOR STOP MARKING CONDITION DETAILS A, B, AND C.

NO.	BY	DATE	REVISION DESCRIPTION	APPROVED

BID SET



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JOB NO. . 180-0189.001



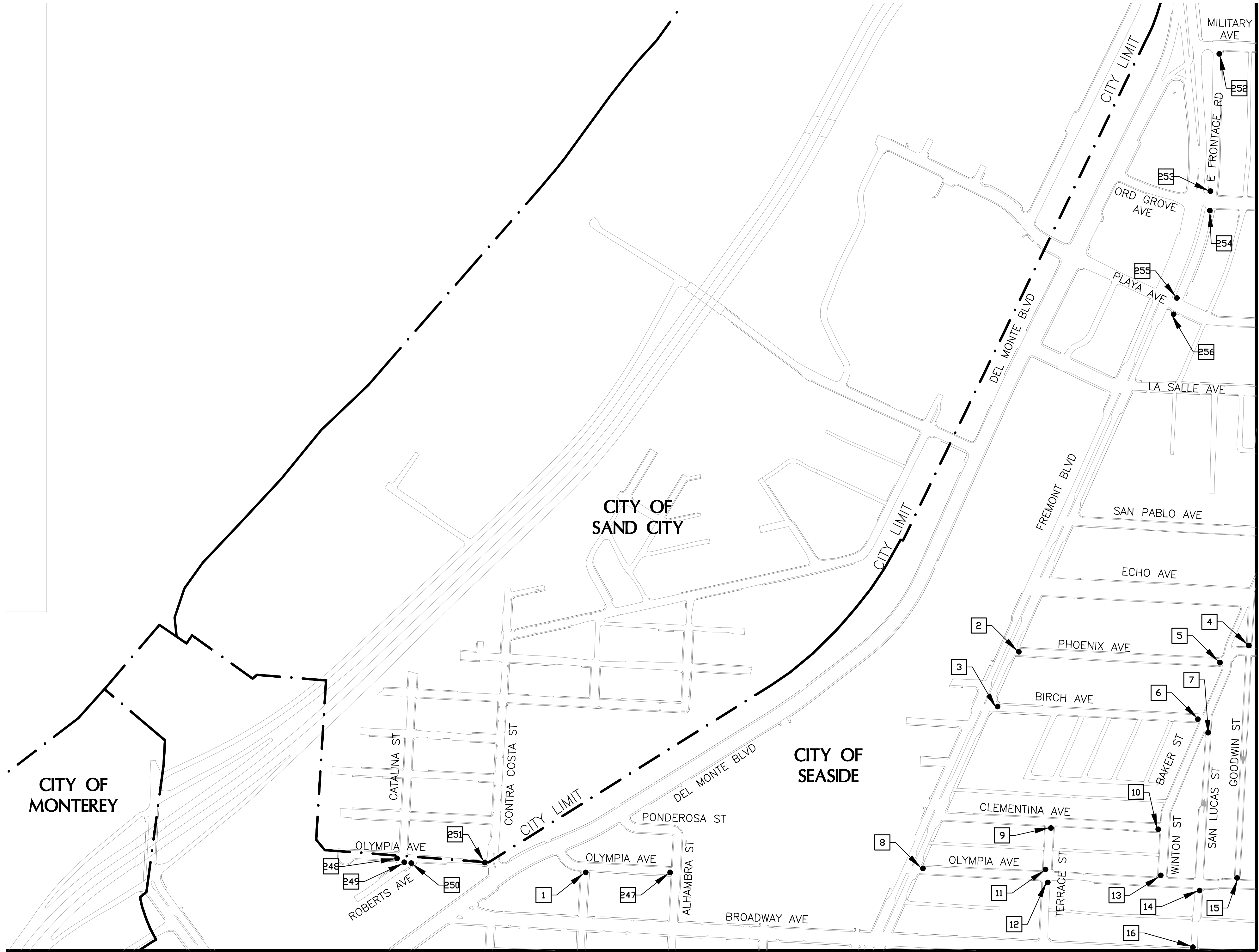
CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	SCALE:
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SHEET TITLE: STOP MARKING TABLE	PROJECT NO: 180-0189.001
PROJECT TITLE:	SHEET: 32 of 36
	DRAWING FILE NO: SM-01

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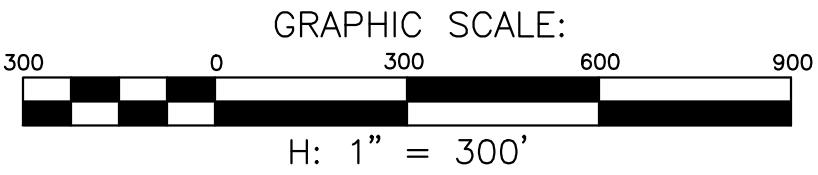


STRIPING NOTES:

1. SEE SHEET SM-01 FOR LOCATION STOP MARKINGS TABLE AND NOTES.

LEGEND

DIRECTION OF TRAVEL
(DO NOT STRIPE)



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

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☒ FINAL
☐ OTHER

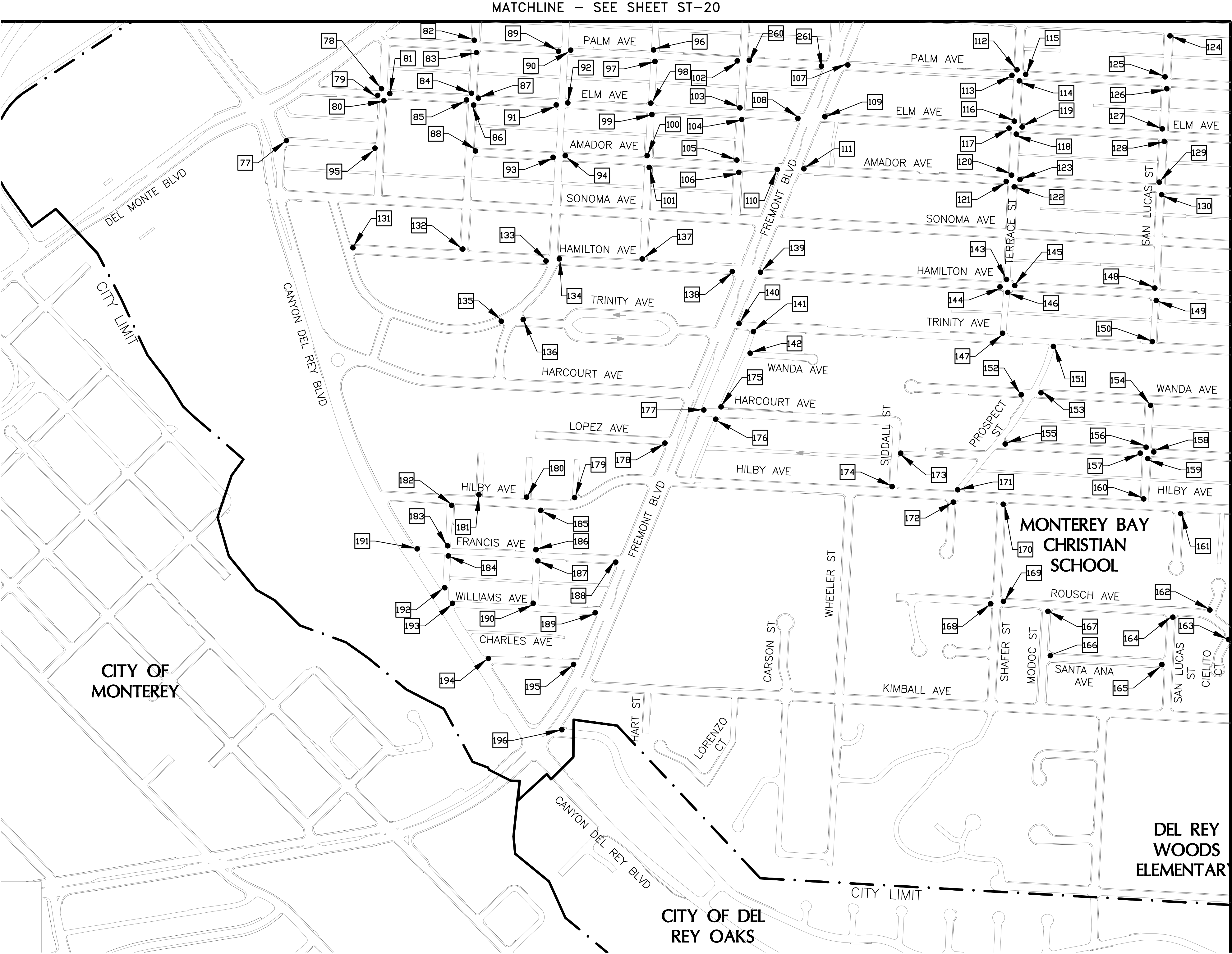
SCALE:
1" = 300'

SHEET TITLE:
CITY WIDE STRIPING PLAN

PROJECT TITLE:
**FY 2021/2022 PAVEMENT
REHABILITATION PROJECT**

PROJECT NO:
180-0189.001
SHEET:
33 of 36
DRAWING FILE NO:
ST-20

Plotter: S:\044\2020\82015-440\AWP\enr\Save\2020\9\2020_15-440_Plot.dwg Plot Date: 8/11/2022 12:15 AM
S:\044\2020\82015-440\AWP\enr\Save\2020\9\2020_15-440_Plot.dwg Plot Date: 8/11/2022 12:15 AM
Chris.Martinez

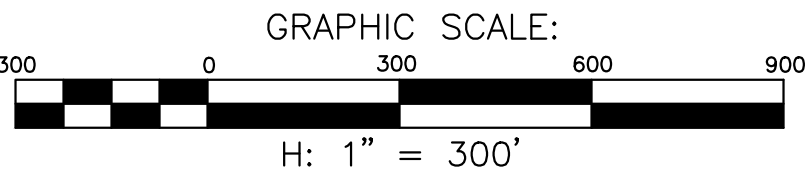


STRIPING NOTES:

1. SEE SHEET SM-01 FOR LOCATION STOP MARKINGS TABLE AND NOTES.

LEGEND

	DIRECTION OF TRAVEL (DO NOT STRIPE)
--	--



NO.	BY	DATE	REVISION	DESCRIPTION	APPROVED

BID SET



Harris & Associates
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
wearehamis.com (831) 975-6802

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:
1" = 300'

SHEET TITLE:
CITY WIDE STRIPING PLAN

PROJECT TITLE:
**FY 2021/2022 PAVEMENT
REHABILITATION PROJECT**

PROJECT NO: 180-0189.001
SHEET: 35 of 36
DRAWING FILE NO: ST-22

This map illustrates the bus routes for Highland Elementary School, with routes numbered 197 through 245. The routes are distributed across a grid of streets including Broadway Ave, Wanda Ave, Hilby Ave, and General Jim Moore Blvd. The school is centrally located, and the map also shows surrounding streets like Palm Ave, Elm Ave, and Kimball Ave. A city limit line is indicated at the bottom of the map.

1. SEE SHEET SM-01 FOR LOCATION STOP MARKINGS TABLE AND NOTES.

DIRECTION OF TRAVEL
(DO NOT STRIPE)



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED	Harris & Associates 450 Lincoln Avenue, Suite 103 Salinas, CA 93901 wearehams.com (831) 975-6802 THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ENGINEER AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ENGINEER. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND FIELD DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF THE ENGINEER PRIOR TO THE START OF ANY WORK.	DESIGNED BY: . CM	DRAWN BY: . CM,TF,CM	CHECKED BY: . JK	DATE ISSUED: . 8/11/2022	JOB NO. . 180-0189.001	REGISTERED PROFESSIONAL ENGINEER FRANK S. LOPEZ No. 74581 Exp. 12/31/23 CIVIL STATE OF CALIFORNIA CITY OF SEASIDE CALIFORNIA CITY OF SEASIDE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 440 HARCOURT AVE, SEASIDE, CALIFORNIA 93955 (831) 899-6825	SHEET STATUS:	SHEET TITLE:	PROJECT TITLE:	PROJECT NO:
BID SET						☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER	CITY WIDE STRIPING PLAN	36 of 36	180-0189.001						
						SCALE:	FY 2021/2022 PAVEMENT REHABILITATION PROJECT								
						1" = 300'									
											DRAWING FILE NO:	ST-23			



ADDENDUM No.1
For the Construction of
FY 2021/2022 PAVEMENT REHABILITATION PROJECT
August 25, 2022

Addendum No. 1 is being issued for revisions to the Project Plans and Specifications for the FY 2021/2022 Pavement Rehabilitation Project

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

CLARIFICATIONS

RESPONSE TO BIDDER QUESTIONS:

Question: Will the City provide an engineer's estimate

Answer: City will not provide engineer's estimate.

Question: Will the City provide a sign sheet or notes from the non-mandatory meeting.

Answer: Yes. City has included sign in sheet and notes with this addendum.

Question: Does the city have an expected date of completion? Due to the fact that this project is bidding late in the season would the city provide approximate desired dates for construction.

Answer: Working days are identified in the bid documents. The City will award the construction contract and issue a notice to proceed as soon as possible.

REVISIONS

CHANGES TO PROJECT PLANS:

1. **REMOVE** sheet CD-01 and **REPLACE** with the attached sheet CD-01 dated 8/24/22.
2. **REMOVE** sheet P-03 and **REPLACE** with the attached sheet P-03 dated 8/24/22.
3. **REMOVE** sheet P-04 and **REPLACE** with the attached sheet P-04 dated 8/24/22.

CHANGES IN PROJECT SPECIFICATIONS:

1. **Book 1-Prosecution and Progress-Section 4.11 Hours of Work**

REMOVE page 22 and **REPLACE** with attached page Addendum #1 – 22 attached hereto.

2. **Book 1-Special Provisions Volume II-Technical Specifications-Section 10.10 Hot Mix Asphalt**

REMOVE page 42 and **REPLACE** with attached page Addendum #1 – 42 attached hereto.

3. Book 2- “Contract Documents”-Bid List

REMOVE Page 4 and Page 5 and **REPLACE** with attached page Addendum #1 – Page 4 and Addendum #1 – Page 5 attached hereto.

PLEASE NOTE:

1. This Addendum contains a total of **10 pages** (2 pages for addendum sheets + 2 pages for revised Book 1 + 2 page for revised Bid List-Book 2 + 3 pages for plans+ 1 page Pre-Bid Registration Attendance).
2. The revised “Bid List – Base Bid (Revised April 26, 2022)”, issued as part of this Addendum, must be submitted with the proposal. Proposals including the original Base Bid Schedule will be considered non-responsive.
3. Basis of Award will be based upon the Total Base Bid. The City reserves the right to award, or not award any or all Alternatives as part of this contract.
4. If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 11 of the bid proposal. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,

ACKNOWLEDGED:



Nisha Patel
City Engineer/Public Works Director

Name & Title of Bidder's Representative

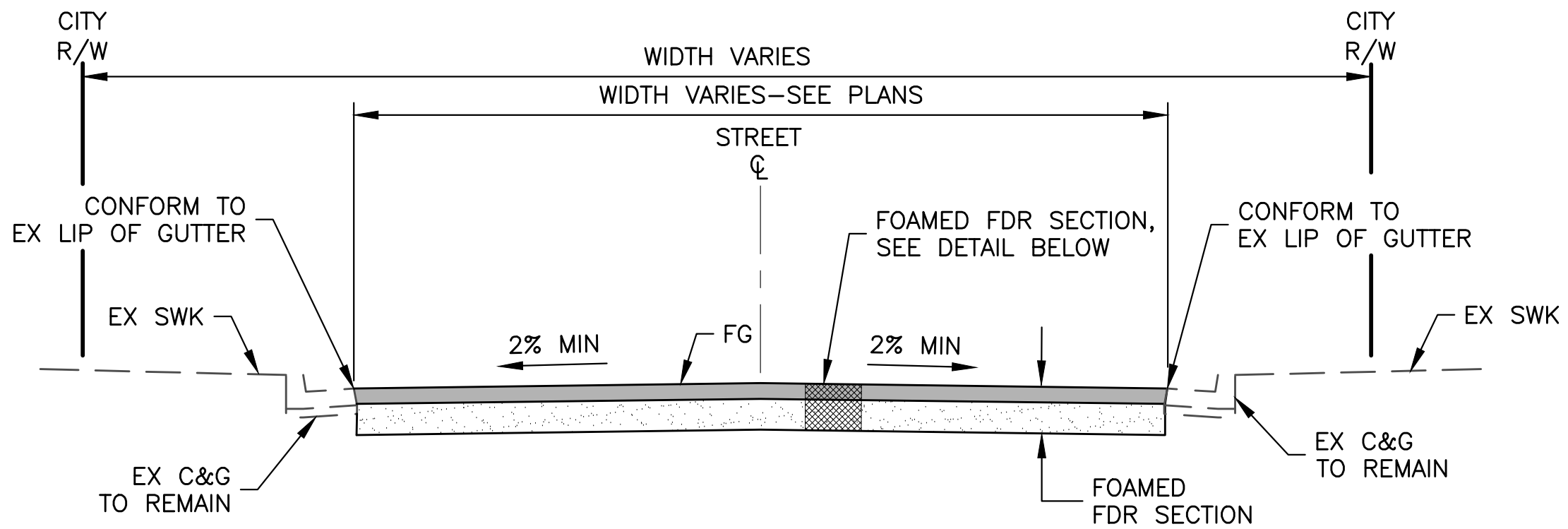
Bidder: _____



Pre-Bid Meeting
FY 2021/2022 Pavement Rehabilitation Project

Wednesday, August 17, 2022 at 10:00 a.m.
City Call Council Chambers
440 Harcourt Ave., Seaside 93955

Name	Company	Phone/e-mail
Leslie Lantero	CITY OF SEASIDE	831-899-6832 llantero@ci.seaside.ca.us
Mason Bradt	MPE	831-384-4081 mason@mpe2000.com
Jovani Gaona	MPE	831-596-1013 Jovani@mpe2000.com
CHRISTIAN MERCADO	HARRIS	Christian.Mercado@weareharris.com
Chris Mariner	Harris	chris.mariner@weareharris.com



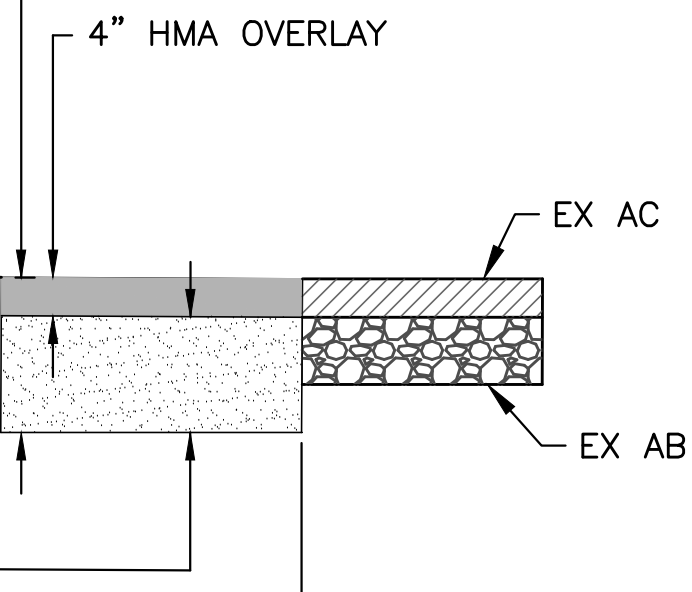
CROSS SECTION (TYP)

NOTES:

1. SEE PLANS SHEETS P-01 AND P-02 FOR EXACT LOCATIONS OF FOAMED FULL DEPTH RECLAMATION (FDR).
2. PROPOSED FOAMED FULL DEPTH RECLAMATION (FOAMED FDR) STREETS SHALL HAVE A 2% MIN CROSS SLOPE.
3. REFER TO TABLE ON THIS SHEET FOR FOAMED FDR STRUCTURAL SECTIONS.
4. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR MIX DESIGN AND CEMENT CONTENT.

1

PULVERIZE 42" 11" OF EXISTING AC, BASE AND SUBBASE AT WHEELER ST. PULVERIZE 9" OF EXISTING AC, BASE AND SUBBASE AT KIMBALL AVE. OFFHAUL 4" OF PULVERIZED MATERIAL AT KIMBALL ST AND OFFHAUL 5" OF PULVERIZED MATERIAL AT WHEELER AVE ST. REFER TO FDR TABLE ON THIS SHEET FOR DEPTHS.



1

NOTES:

1. DIMENSIONS AND STRUCTURAL SECTIONS ARE SUBJECT TO THE TOLERANCES SPECIFIED IN CALTRANS STANDARD SPECIFICATIONS.
2. REFER TO TABLE ON THIS SHEET FOR FDR STRUCTURAL SECTIONS.
3. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR MIX DESIGN AND CEMENT CONTENT.

FOAMED FDR CROSS SECTION (TYP)

1
-

FOAMED FULL DEPTH RECLAMATION (FDR) - CROWNED STREET

NOT TO SCALE

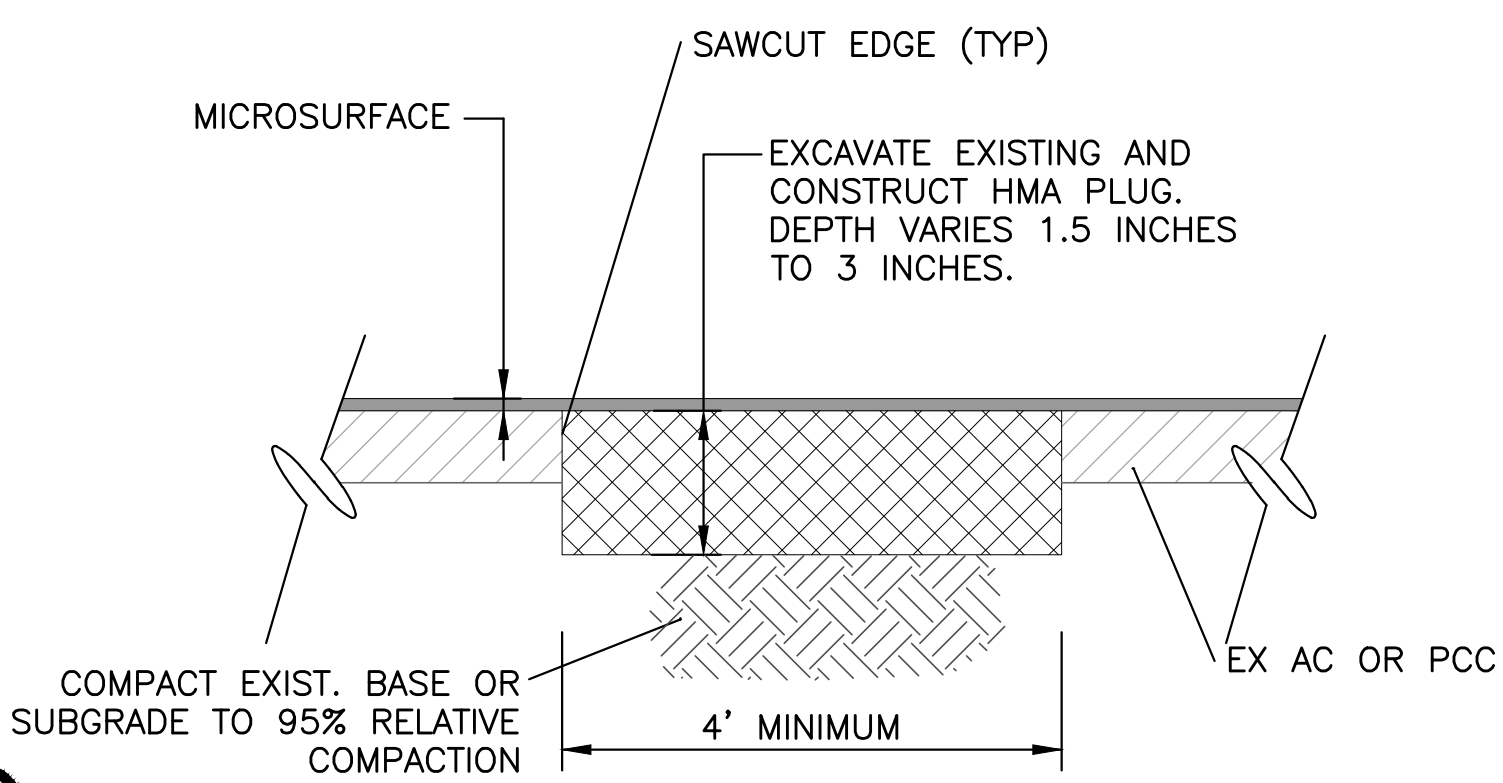
FOAMED FULL DEPTH RECLAMATION (FDR)							
STREET	FROM	TO	PULVERIZE EXISTING ROADWAY (INCHES)	OFFHAUL PULVERIZED MATERIAL (INCHES)	FOAMED FDR THICKNESS (INCHES)	HMA OVERLAY THICKNESS (INCHES)	TOTAL STRUCTURAL SECTION (INCHES)
WHEELER STREET	KIMBALL AVENUE	HILBY AVENUE	12 11	4 5	8 6	4 5	12 11
KIMBALL AVENUE	FREMONT BOULEVARD	WHEELER STREET	9	4	5	4	9

NOTES:

1. PAVEMENT REHABILITATION RECOMMENDATIONS ARE BASED ON PAVEMENT ENGINEERING INC, REPORT DATED (DATE).
2. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR CEMENT CONTENT AND MIX DESIGN.

1

ALL STRIPING AND PAVEMENT MARKINGS SHALL BE APPLIED WITH TWO (2) COATS OF PAINT AS SHOWN IN THE SPECIFICATIONS. THERMOPLASTIC SHALL ONLY BE APPLIED ON KIMBALL AVENUE, WHEELER STREET, FREMONT BOULEVARD, AND DEL MONTE BOULEVARD.



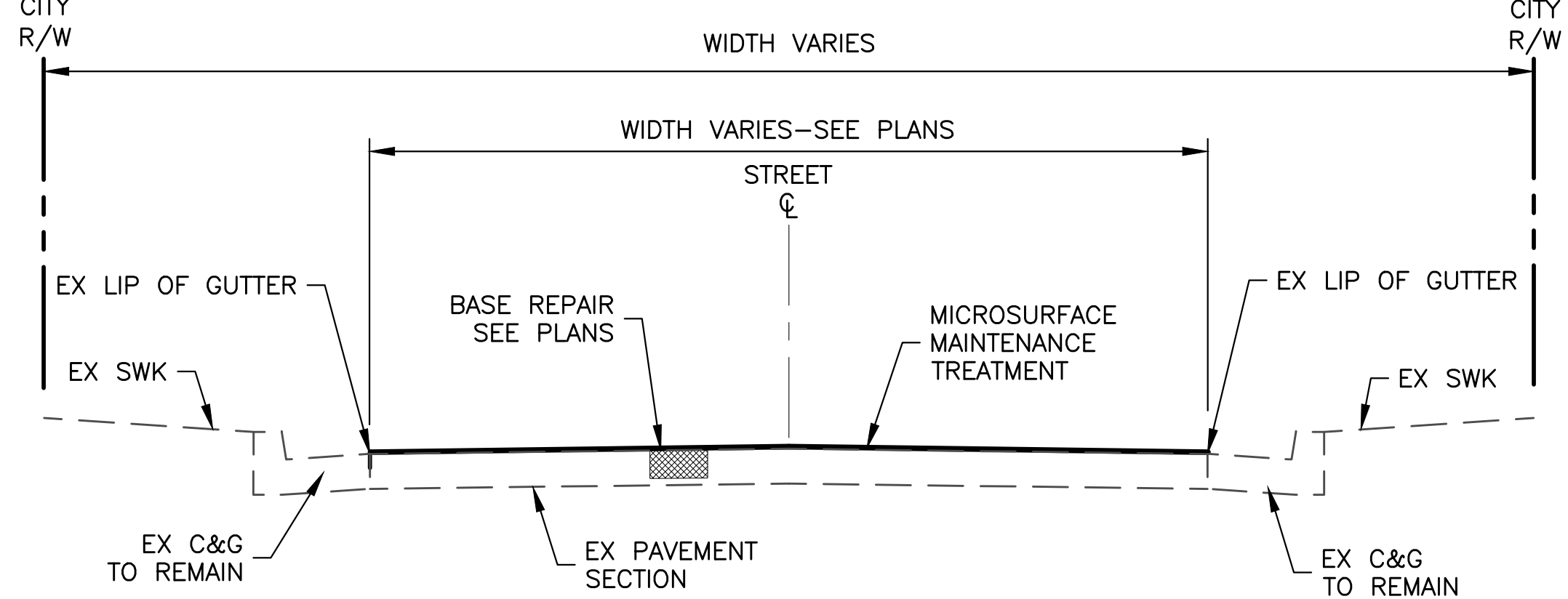
NOTES:

1. SEE PLAN SHEET P-03 FOR BASE REPAIR LOCATIONS.
2. BASE REPAIRS TO BE PERFORMED AFTER WEDGE GRIND AND CONFORM GRIND.
3. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

TYPICAL HMA BASE REPAIR AT FREMONT BLVD

4
-

NOT TO SCALE



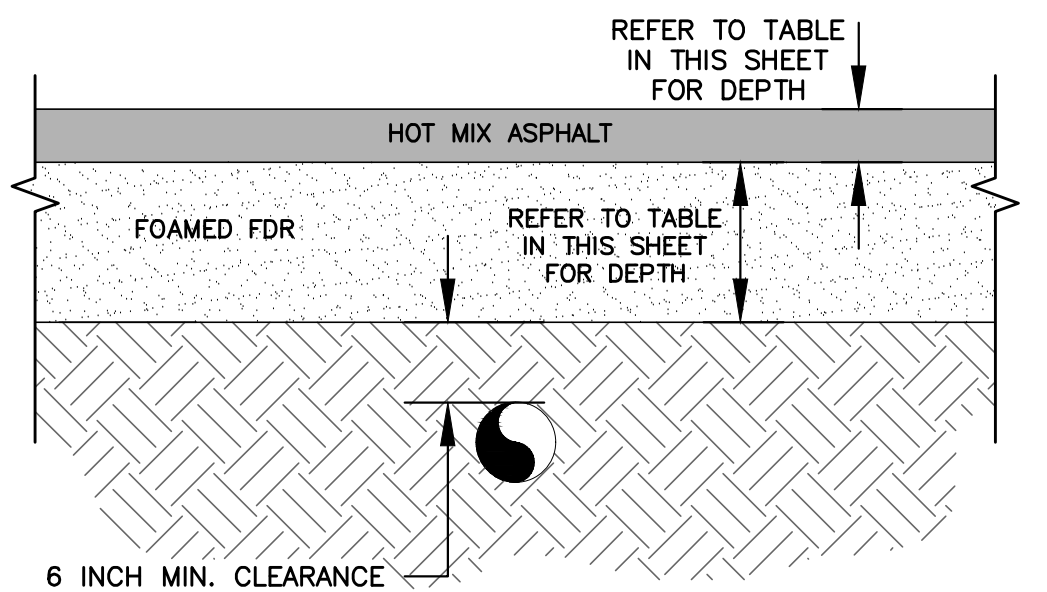
MICROSURFACE MAINTENANCE TREATMENT (TYP)

2
-

NOT TO SCALE

NOTES:

1. SEE PLAN SHEET P-03 FOR EXACT LOCATIONS.
2. MAINTAIN POSITIVE DRAINAGE ACROSS PAVEMENT.
3. MICROSURFACING SHALL MATCH EXISTING CROSS SLOPES.



CONDITION A

GENERAL CLEARANCES:

- 6 INCHES MINIMUM CLEARANCE OVER EXISTING UTILITY.

NOTES:

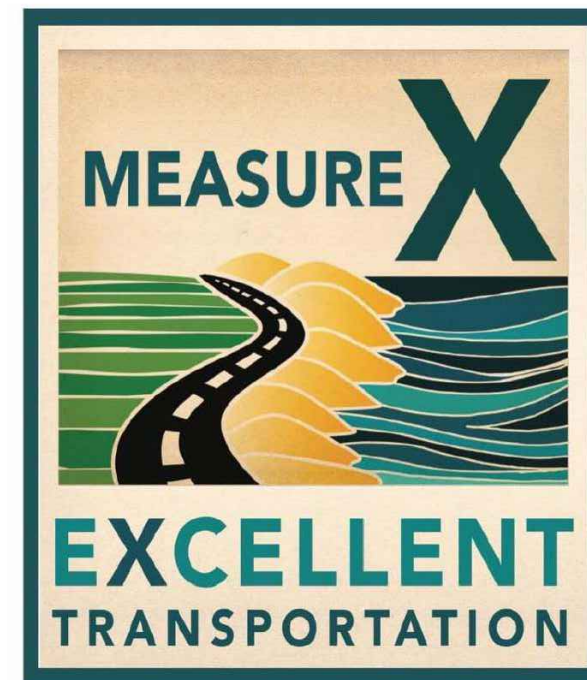
1. THE FREQUENCY, SPACING, ORIENTATION AND DEPTH OF EXISTING UTILITIES MAY REQUIRE ADDITIONAL REVIEW TO DETERMINE FDR VARIANCES AND FEASIBILITY.
2. PULVERIZATION MUST BE KEPT ABOVE THE CLEARANCE DEPTH OF THE HIGHEST UTILITY.

ALLOWABLE UTILITY CLEARANCES FOR FOAMED FDR CONSTRUCTION

3
--

NOT TO SCALE

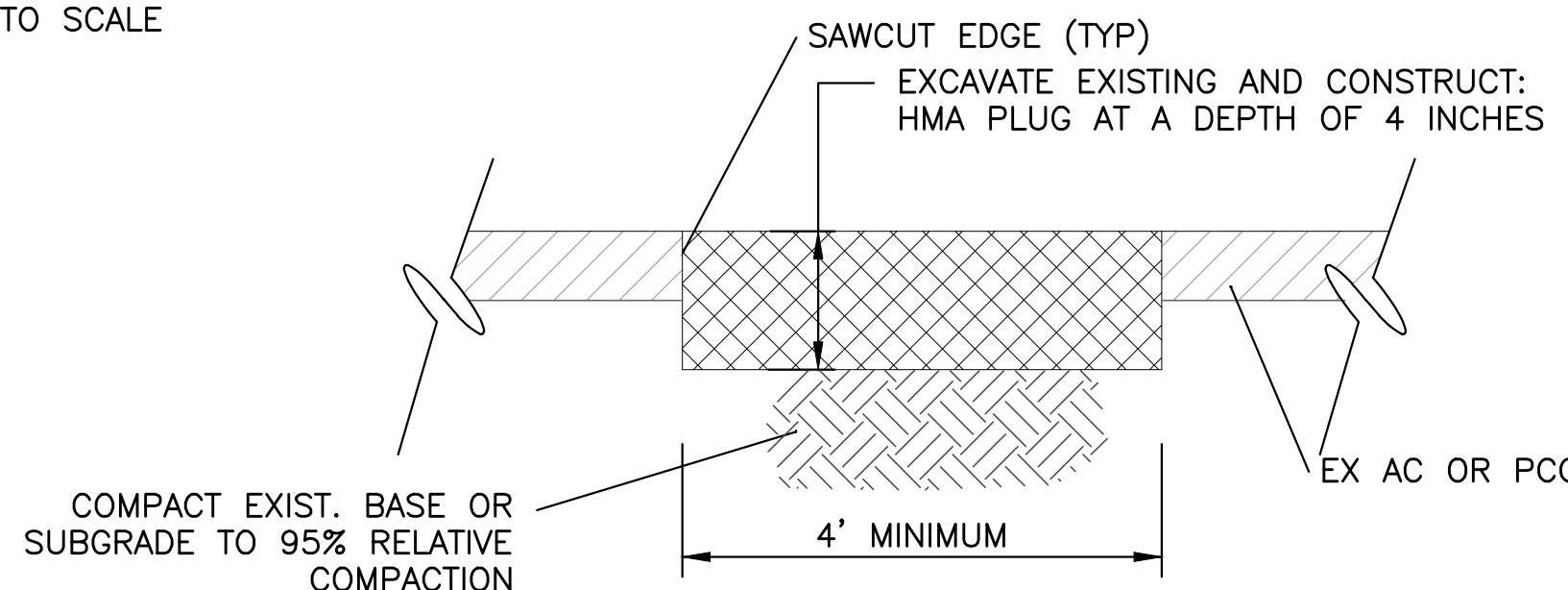
This project is funded by:



6
-

MEASURE X SIGN DETAIL

NOT TO SCALE



NOTES:

1. SEE PLAN SHEETS P-04 TO P-07 FOR BASE REPAIR LOCATIONS.
2. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

5
-

TYPICAL HMA BASE REPAIR

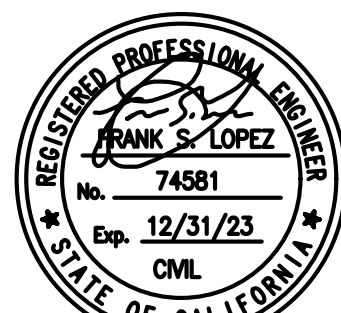
NOT TO SCALE

NO.	BY	DATE	REVISION DESCRIPTION	APPROVED
1	CM	8/24/22	CHANGES TO WHEELER ST FDR DEPTHS AND FREMONT BLVD BASE REPAIR DETAIL	
BID SET				

Harris & Associates
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
weareharris.com (831) 975-6802

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001

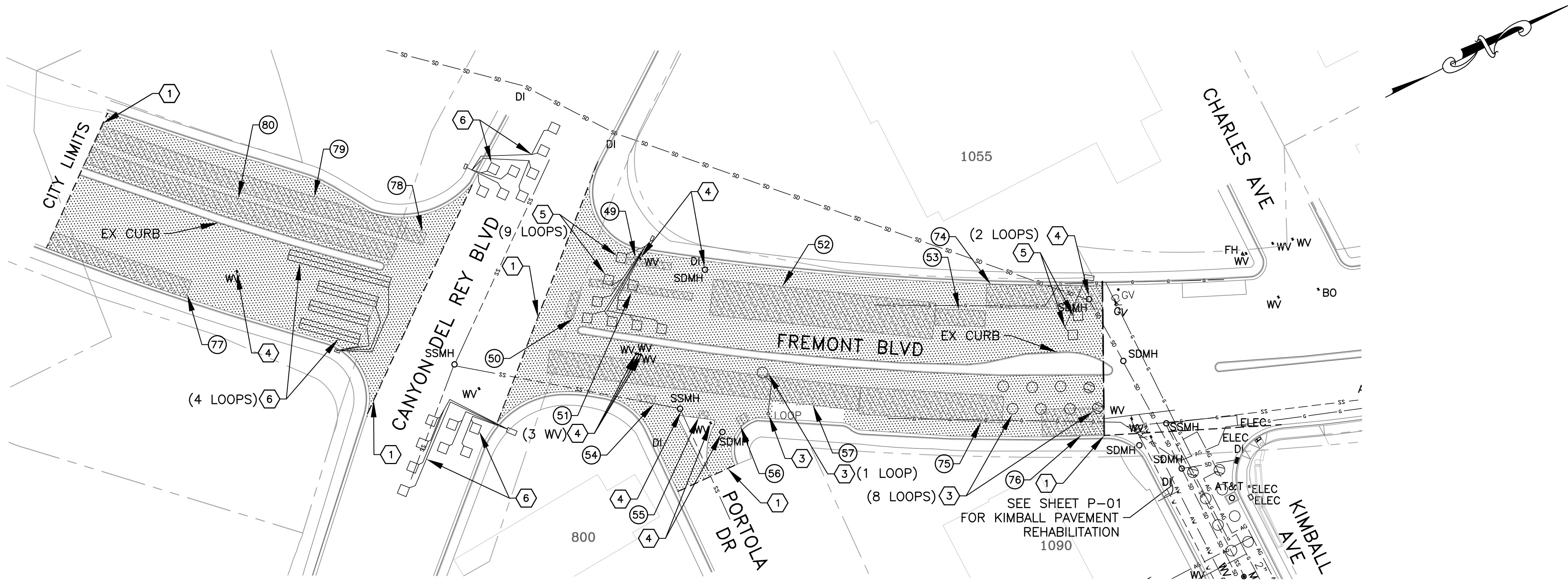


CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER
SCALE: AS NOTED

SHEET TITLE: CONSTRUCTION DETAILS
PROJECT TITLE: FY 2021/2022 PAVEMENT REHABILITATION PROJECT

PROJECT NO: 180-0189.001
SHEET: 4 of 36
DRAWING FILE NO: CD-01



CONSTRUCTION NOTES:

- 1 LIMIT OF WORK AND/OR REHABILITATION TREATMENT CHANGE. EXACT LIMIT TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
- 2 FOR FOAMED FULL DEPTH RECLAMATION (FDR) TREATMENTS, LOWER ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS PRIOR TO MILLING AND RAISE TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.
- 3 CONTRACTOR TO REMOVE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES.
- 4 FOR MICROSURFACE MAINTENANCE TREATMENTS, ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS SHALL BE PROTECTED IN PLACE. CONTRACTOR TO ENSURE ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS ARE FLUSH TO NEW FINISH GRADE IN AREAS WHERE BASE REPAIR AREAS ARE PERFORMED.
- 5 CONTRACTOR TO REMOVE AND REPLACE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES, THAT CONFLICT WITH BASE REPAIRS.
- 6 EXISTING DETECTOR LOOPS TO BE PROTECTED IN PLACE.

LEGEND:

--- LIMIT OF WORK

HMA BASE REPAIR LOCATIONS. THICKNESS SHOWN ON DETAIL

FOAMED FULL DEPTH RECLAMATION (FDR). THICKNESS SHOWN ON DETAIL

MICROSURFACE MAINTENANCE TREATMENT

REMOVE AND REPLACE HMA (4 INCHES)

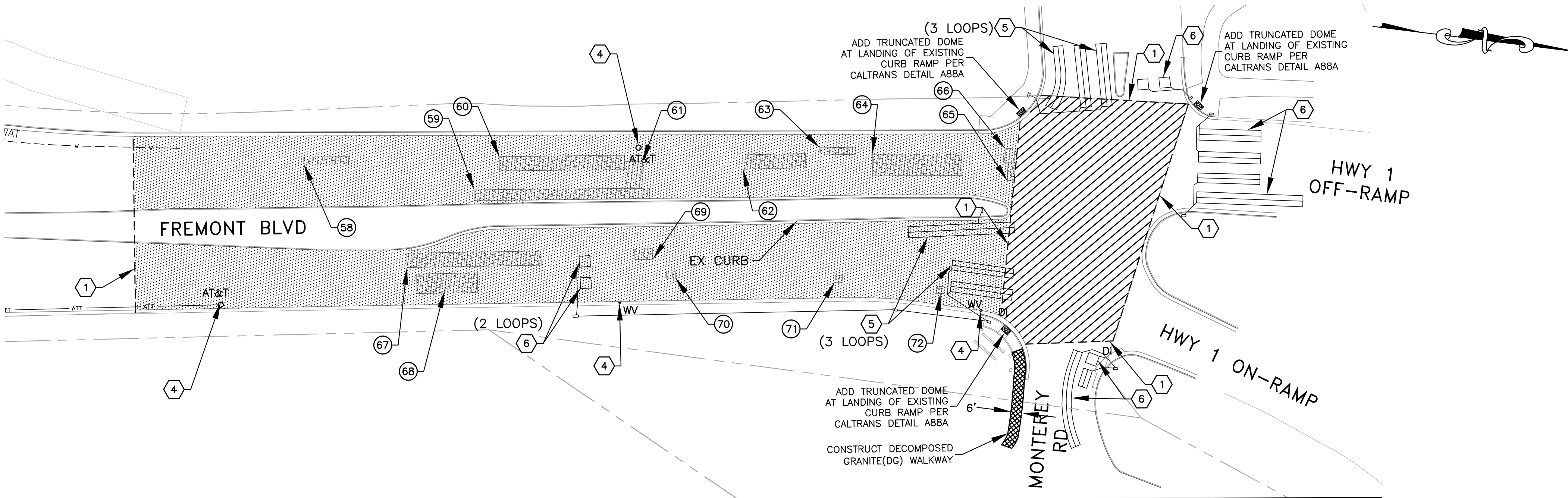
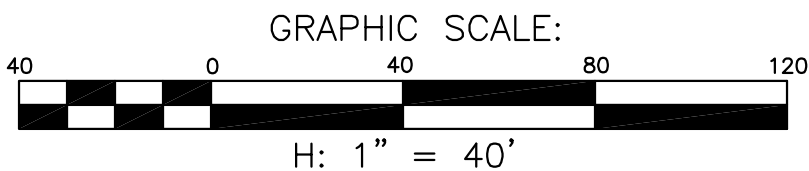
DECOMPOSED GRANITE (DG) WALKWAY PER SECTION 20-5.03D OF 2018 CALTRANS SPECS

EXISTING UTILITY FACILITIES

- MONUMENT, SANITARY SEWER CLEANOUT, BLOWOFF VALVE, SANITARY SEWER MANHOLE, STORM DRAIN MANHOLE, PG&E GAS VALVE, WATER VALVE, JOINT UTILITY POLE, HAND HOLE, GAS LINE, ABANDONED GAS LINE, WATER LINE, MONUMENT, SANITARY SEWER CLEANOUT, BLOWOFF VALVE, SANITARY SEWER MANHOLE, STORM DRAIN MANHOLE, PG&E GAS VALVE, WATER VALVE, JOINT UTILITY POLE, HAND HOLE, GAS LINE, ABANDONED GAS LINE, WATER LINE, ELEC VAULT OR BOX, DRAINAGE INLET, TELEPHONE MANHOLE, FIRE HYDRANT, BLUE MARKER, DETECTOR LOOP, DETECTOR, ROADSIDE SIGN, SANITARY SEWER, STORM DRAIN, ABANDONED WATER LINE

RESURFACING NOTES:

1. BASE REPAIR LOCATIONS SHOW ON PLANS AS (F). DIMENSIONS SHOWN ON BASE REPAIR TABLE DETAIL
2. LIMITS OF PAVING AT CROSS STREETS ARE GENERALLY AT END OF CURB RETURN. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
3. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED
1	CM	8/24/22	CHANGES TO DG WALKWAY LEGEND DESCRIPTION	

BID SET

Harris & Associates

450 Lincoln Avenue, Suite 103 Salinas, CA 93901

weareharris.com (831) 975-6802

DESIGNED BY: . CM

DRAWN BY: . CM,TF,CM

CHECKED BY: . JK

DATE ISSUED: . 8/11/2022

JOB NO. . 180-0189.001

CITY OF SEASIDE

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

440 HARCOURT AVE,

SEASIDE, CALIFORNIA 93955

(831) 899-6825

PROJECT NO: 180-0189.001

SHEET: 8 of 36

DRAWING FILE NO: P-03

PROJECT TITLE: FRY 2021/2022 PAVEMENT REHABILITATION PROJECT

SHEET TITLE: FRY 2021/2022 PAVEMENT REHABILITATION PROJECT

PROJECT TITLE: FRY 2021/2022 PAVEMENT REHABILITATION PROJECT

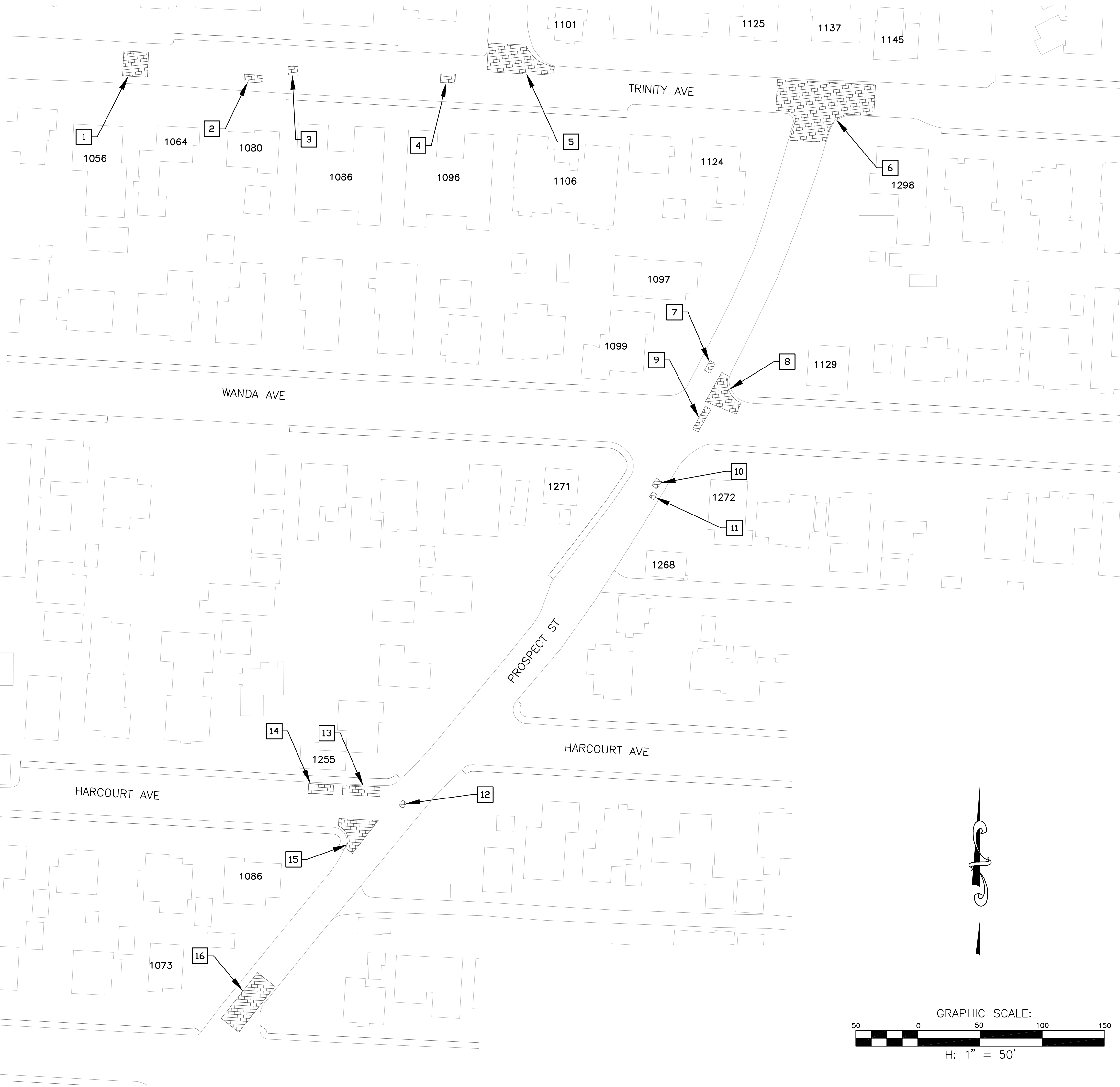
SHEET STATUS: PRELIMINARY, SEMI-FINAL, FINAL, OTHER

SCALE: 1"=40'

H:\Seaside\180-0189 2019-20 Pavement Rehab\2021\08_P-03-FREMONT BLVD - PAVEMENT REHABILITATION.dwg Save Date: 8/24/2022 12:02 PM Plot Date: 8/24/2022 12:02 PM Chris Morine

DIGOUT NO.	ADDRESS	LENGTH (ft)	WIDTH (ft)	AREA (sqft)
1	1064 TRINITY AVE	20	20	400
2	1080 TRINITY AVE	15	6	90
3	1080 TRINITY AVE	8	7	56
4	1096 TRINITY AVE	12	7	84
5	TERRACE ST AT TRINITY AVE			1010
6	PROSPECT ST AT TRINITY AVE			4135
7	PROSPECT ST AT WANDA AVE	9	5	45
8	PROSPECT ST AT WANDA AVE			551
9	PROSPECT ST AT WANDA AVE	21	5	105
10	1272 PROSPECT ST	5	7	35
11	1272 PROSPECT ST	5	4	20
12	HARCOURT AVE AT PROSPECT AVE	5	4	20
13	1031-1099 HARDCOURT AVE	30	8	240
14	1255 PROSPECT ST	20	8	160
15	1086 HARDCOURT AVE			738
16	1081 HILBY AVE	47	18	846
17	1228 SIDDALL ST			108
18	1228 SIDDALL ST			317
19	1228 SIDDALL ST	15	10	150
20	988 HARDCOURT AVE	26	7	182
21	972 HARDCOURT AVE	9	7	63
22	960 HARDCOURT AVE	85	12	1020

1



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED
1	CM	8/24/22	CHANGES TO DIGOUT AREA	

BID SET



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weareharris.com (831) 975-6802

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DESIGNED BY:	. CM
DRAWN BY:	. CM,TF,CM
CHECKED BY:	. JK
DATE ISSUED:	. 8/11/2022
JOB NO.	. 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

440 HARDCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE:
1" = 50'

SHEET TITLE:
CITY WIDE BASE REPAIR PLAN

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:	180-0189.001
SHEET:	9 of 36
DRAWING FILE NO:	P-04

4.11 HOURS OF WORK. The hours of construction shall begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work. Night Work shall only be completed when approved by the Engineer.

Contractor must assume night work is required for the intersection of Fremont Boulevard and Highway 1 On/Off Ramp at the north end of the City.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

10.10 HOT MIX ASPHALT

General:

This work includes producing and placing hot mix asphalt (HMA) Type A for Overlay Conditions. The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

The Contractor must remove 4 inches of existing road section and install 4 inches of New HMA at the Intersection of Fremont Boulevard and Highway 1 On-Ramp as specified on Sheet P-03 of the project plans.

~~Contractor must install 4 inches of New HMA on Kimball Avenue and Wheeler Street as identified in the Foamed FDR Table on Sheet CD-01 of the project plans.~~

Contractor must install 5 inches of New HMA on Wheeler Street and install 4 inches of New HMA on Kimball Avenue as identified in the Foamed FDR Table on Sheet CD-01 of the project plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

SUBMITTALS

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Materials:

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8" gradation for leveling course, 1/2" gradation for the final lift and 3/4" gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

Construction:

Surface Preparation

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Sampling

The Owner's Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

Transportation and Placement

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

EQUIPMENT

Bidder: _____

1. Proposal Form**CITY OF SEASIDE****FY 2021/2022 PAVEMENT REHABILITATION PROJECT**

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Notice To Proceed has been issued by the City as follows:

BID LIST

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Water Pollution Control	LS	1		
4	CPM Schedule	LS	1		
5	Lead Compliance Plan	LS	1		
6	Grind and Removal of Existing Roadway	CY	1,171		
7	Base Failure Repair (3-inches)-Fremont Blvd	TON	296		
8	Base Failure Repair (4-inches)-City Wide	TON	355		
9	Additional Base Repair (4-inches) -City Wide (as needed)	TON	98		
10	Hot Mix Asphalt (Type A) – Full Depth HMA	TON	268		
11	Hot Mix Asphalt (Type A) – Overlay	TON	2,104		
12	Microsurface Maintenance Treatment	SY	10,285		
13	Crack Seal	LF	24,020		
14	Foamed Full Depth Reclamation (FDR) Process	SY	8,454		
15	Foamed Asphalt	TON	130		
16	Adjust Monument Cover to Grade	EA	1		
17	Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	7		
18	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	7		
19	Adjust Gas Valve Cover to Grade (GV)	EA	1		
20	Adjust Water Valve Cover to Grade (WV)	EA	32		

Bidder: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
21	Adjust Telephone Box Cover to Grade	EA	1		
22	Thermoplastic Traffic Stripe - Detail 2	LF	5,299		
23	Thermoplastic Traffic Stripe - Detail 9	LF	5,818		
24	Thermoplastic Traffic Stripe - Detail 22	LF	1,252		
25	Thermoplastic Traffic Stripe - Detail 29	LF	88		
26	Thermoplastic Traffic Stripe - Detail 27B	LF	149		
27	Thermoplastic Traffic Stripe - Detail 38	LF	2,262		
28	Thermoplastic "STOP" Marking	SF	770		
29	Thermoplastic Limit Line	SF	1,479		
30	Thermoplastic Continental Crosswalk (White)	SF	5,709		
31	Thermoplastic Continental Crosswalk (Yellow)	SF	1,614		
32	Thermoplastic Pavement Marking (White)	SF	1,374		
33	Thermoplastic Pavement Marking (Yellow)	SF	158		
34	(Paint) Traffic Stripe - Detail 2	LF	57,254		
35	(Paint) Traffic Stripe - Detail 22	LF	400		
36	(Paint) Traffic Stripe - Detail 29	LF	210		
37	(Paint) Traffic Stripe - Detail 27B	LF	792		
38	(Paint) Traffic Stripe - Detail 38	LF	228		
39	(Paint) "STOP" Marking	SF	17,952		
40	(Paint) Limit Line	SF	22,776		
41	(Paint) Continental Crosswalk (White)	SF	8,232		
42	(Paint) Continental Crosswalk (Yellow)	SF	16,788		
43	(Paint) Pavement Marking (White)	SF	4,454		
44	(Paint) Pavement Marking (Yellow)	SF	2,738		
45	Pavement Marker - Blue Reflective Marker	EA	9		
46	Install Traffic Sign and Post	EA	26		
47	Remove Detector Loops	EA	26		
48	Install Detector Loops	EA	27		
49	Detectable Warning Surface	EA	3		
50	Decomposed Granite Walkway	SF	400		

Total Base Bid Amount \$ _____

Total Base Bid Amount in Words:

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

Basis of Award will be based upon the Total Base Bid amount. The City reserves the right to award, or not award this contract.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, replacement/adjustment as required (utility



ADDENDUM No.2
For the Construction of
FY 2021/2022 PAVEMENT REHABILITATION PROJECT
August 29, 2022

Addendum No. 2 is being issued for revisions to the Project Plans and Specifications for the FY 2021/2022 Pavement Rehabilitation Project

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

CLARIFICATIONS

RESPONSE TO BIDDER QUESTIONS:

Question: Within the bid documents are DBE forms but no mention of DBE goal and/or requirements are addressed within the project documents, please clarify if there is a DBE goal and if so, provide the necessary information.

Answer: City does not have a DBE goal or requirement for this project.

Question: Should the Bid Bond be on city provided form or can this be on contractor's surety's form?

Answer: Bid Bond shall be on contractor's surety's form.

Question: Book 1-Notice, Plans, & Special Provisions-appears to be missing page 50. Will you provide page 50?

Answer: Page 50 is a blank page.

REVISIONS

CHANGES TO PROJECT PLANS:

1. **REMOVE** sheet CD-01 and **REPLACE** with the attached sheet CD-01 dated 8/29/22.
2. **REMOVE** sheet P-03 and **REPLACE** with the attached sheet P-03 dated 8/29/22.

CHANGES IN PROJECT SPECIFICATIONS:

Book 1-Special Provisions Volume I-Section 9. Bid Item Description

1. Bid Item 15. Foamed Asphalt

REMOVE the first paragraph in its entirety and **REPLACE** with "The contract price paid per TON for "Foamed Asphalt" shall only include the price for foamed

asphalt material that is required for the Kimball Avenue and Wheeler Street Foamed FDR structural sections.”

2. Bid Item 22 Thru 27. Thermoplastic Traffic Stripes

REMOVE the first paragraph in its entirety and **REPLACE** with “Payment for “Thermoplastic Traffic Stripe” shall be measured per lineal feet. Grind and Removal of existing thermoplastic and paint, layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.”

3. Bid Item 28 Thru 33. Thermoplastic Pavement Markings

REMOVE the first paragraph in its entirety and **REPLACE** with “Payment for “Thermoplastic Pavement Markings” shall be measured per square feet. Grind and Removal of existing thermoplastic and paint, layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.”

4. Bid Item 34 Thru 38. Paint Traffic Stripes

REMOVE the first paragraph in its entirety and **REPLACE** with “Payment for “Paint Traffic Stripes” shall be measured per lineal feet. Grind and Removal of existing thermoplastic and paint, layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.”

5. Bid Item 39 Thru 44. Paint Pavement Markings

REMOVE the first paragraph in its entirety and **REPLACE** with “Payment for “Paint Pavement Markings” shall be measured per square feet. Grind and Removal of existing thermoplastic and paint, layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.”

**Book 1-Special Provisions Volume II-Technical Specifications-Section 10.13
Foamed Full Depth Reclamation (Foamed FDR)**

1. **REMOVE** Mix Design from Section 30-3.01C (1) General
2. **REMOVE** Section 30-4.01D (2) Mix Design
3. **REMOVE** Section 30-4.03A General
4. **REMOVE** Section 30-4.03C Pulverizing
5. **REMOVE** Section 30-4.03E Mixing
6. **REMOVE** Section 30-4.03F Compact and Grinding
7. **REMOVE** Section 30-4.03G Finishing

8. **ADD** the following to Section 10.13, "Mix Design for Full Depth Reclamation-Foamed Asphalt for Kimball Avenue and Wheeler Street to be provided by Pavement Engineering Inc. on behalf of City of Seaside during construction."

Book 2 - "Contract Documents"

1. **REMOVE** page 5 and **REPLACE** with page 5 attached hereto.
 2. **REMOVE** Bidder's Information Statement on page 10 and **REPLACE** with page 5 attached hereto.
-

PLEASE NOTE:

1. This Addendum contains a total of **7 pages** (3 pages for addendum sheets + 2 pages for revise Book 2 + 2 pages for plans).
2. Basis of Award will be based upon the Total Base Bid. The City reserves the right to award, or not award any or all Alternatives as part of this contract.
3. If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 11 of the bid proposal. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,

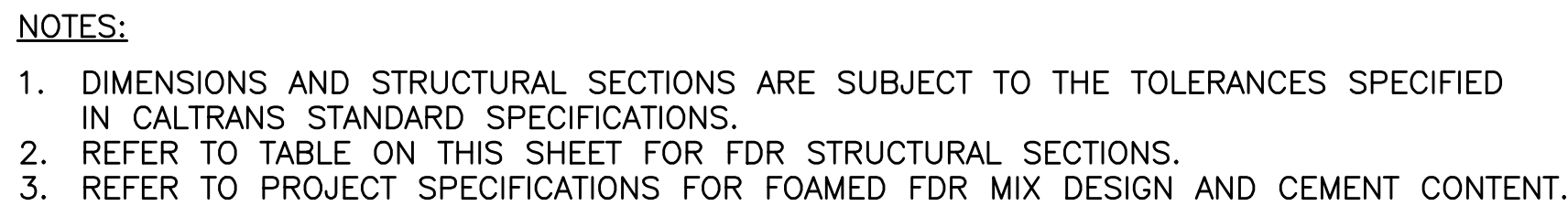
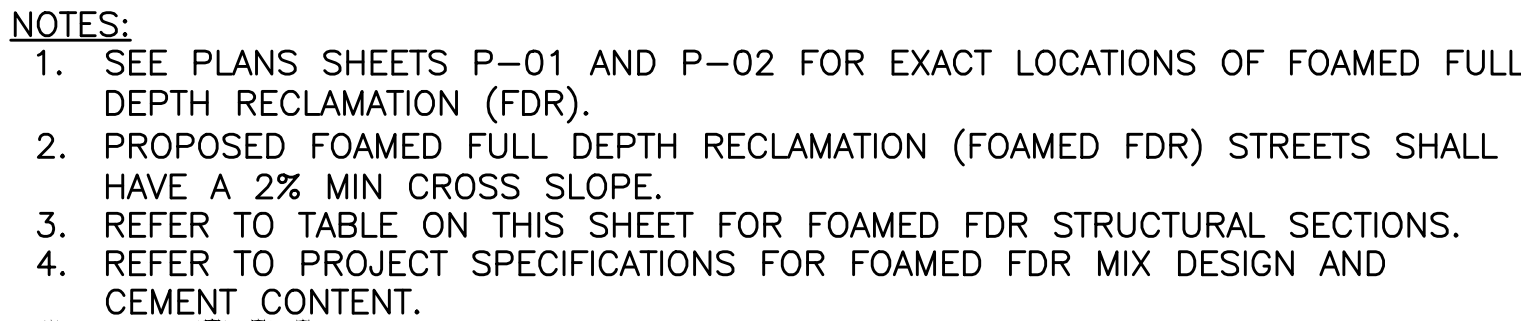
ACKNOWLEDGED:



Nisha Patel
City Engineer/Public Works Director

Name & Title of Bidder's Representative

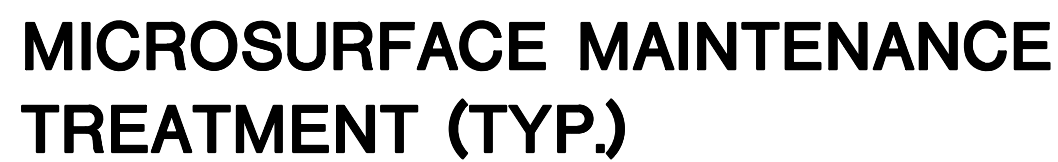
Bidder: _____



1 **FOAMED FULL DEPTH RECLAMATION (FDR) - CROWNED STREET**
- NOT TO SCALE

NOTES:

1. PAVEMENT REHABILITATION RECOMMENDATIONS ARE BASED ON PAVEMENT ENGINEERING INC, REPORT DATED (DATE).
2. REFER TO PROJECT SPECIFICATIONS FOR FOAMED FDR CEMENT CONTENT AND MIX DESIGN.



2 TREATM
- NOT TO SCALE

NOTES:

1. SEE PLAN SHEET P-03 FOR EXACT LOCATIONS.
2. MAINTAIN POSITIVE DRAINAGE ACROSS PAVEMENT.
3. MICROSURFACING SHALL MATCH EXISTING CROSS SLOPES.

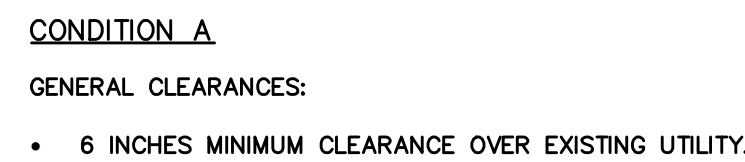
Diagram illustrating the repair of a sawcut edge using Hot Mix Asphalt (HMA) and compacted base or subgrade.

The diagram shows a cross-section of a road surface. The existing surface is labeled "EX AC OR PCC". The repair area is defined by a "SAWCUT EDGE (TYP)". The repair consists of an "EXCAVATE EXISTING AND CONSTRUCT HMA PLUG. DEPTH VARIES 1.5 INCHES TO 3 INCHES." and a "COMPACT EXIST. BASE OR SUBGRADE TO 95% RELATIVE COMPACTION" layer below the HMA plug. The width of the repair area is indicated as "4' MINIMUM". The top surface of the repair is labeled "MICROSURFACE".

NOTES:

1. SEE PLAN SHEET P-03 FOR BASE REPAIR LOCATIONS.
- ~~2. BASE REPAIRS TO BE PERFORMED AFTER WEDGE GRIND AND CONFORM GRIND.~~
3. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

4 AT FREM
- NOT TO SCALE

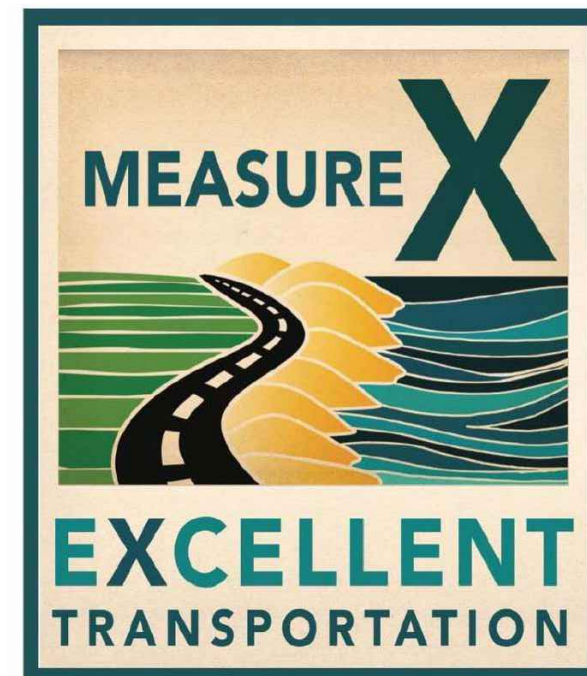


NOTES:

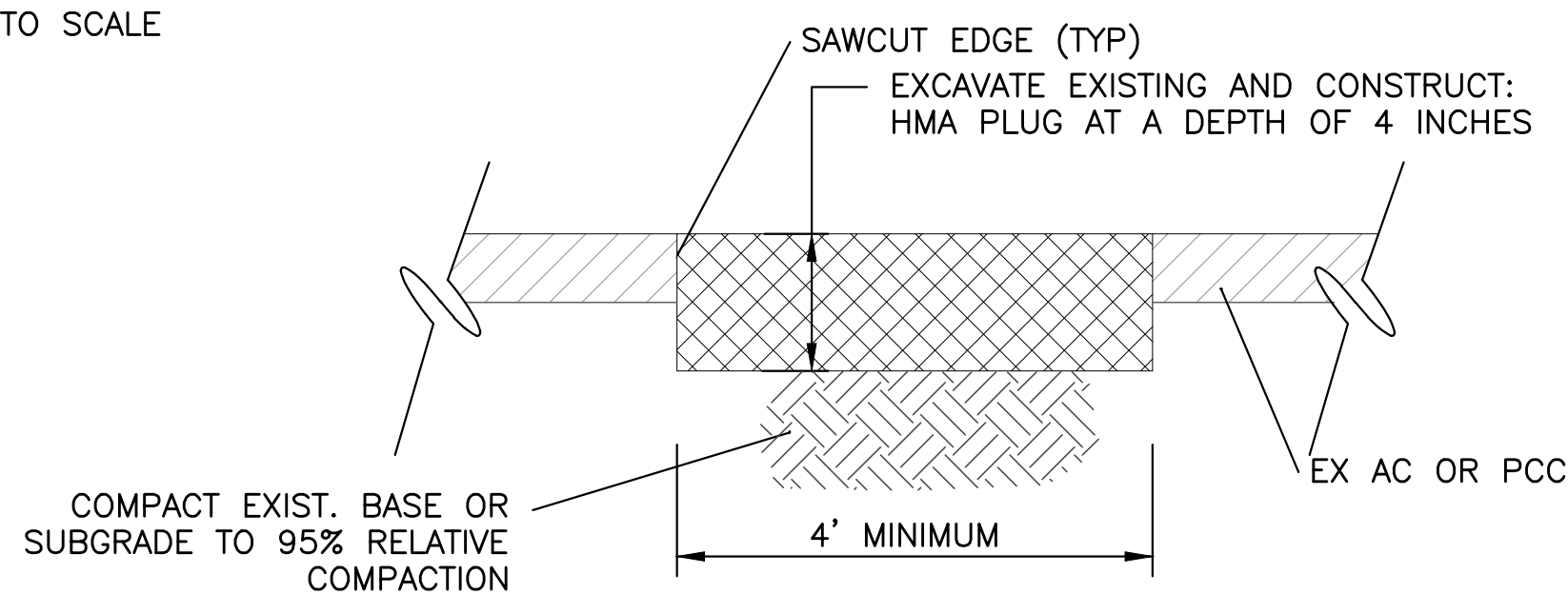
1. THE FREQUENCY, SPACING, ORIENTATION AND DEPTH OF EXISTING UTILITIES MAY REQUIRE ADDITIONAL REVIEW TO DETERMINE FDR VARIANCES AND FEASIBILITY.
2. PULVERIZATION MUST BE KEPT ABOVE THE CLEARANCE DEPTH OF THE HIGHEST UTILITY.

ALLOWABLE UTILITY CLEARANCES FOR FOAMED FDR CONSTRUCTION

3 FOR FO



6 MEASURE X SIGN DETAIL



NOTES:

1. SEE PLAN SHEETS P-04 TO P-07 FOR BASE REPAIR LOCATIONS.
2. CONTRACTOR TO SAWCUT ALL FOUR SIDES OF BASE REPAIR AREA.

5 TYPICAL HMA BASE REPAIR



Harris & Associates
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
weareharris.com (831) 975-6802

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ENGINEER AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ENGINEER. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND FIELD DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF THE ENGINEER PRIOR TO THE START OF ANY WORK.

REGISTERED PROFESSIONAL ENGINEER
 FRANK S. LOPEZ
 No. 74581
 Exp. 12/31/23
 CIVIL
 STATE OF CALIFORNIA



440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SCALE:
AS NOTED

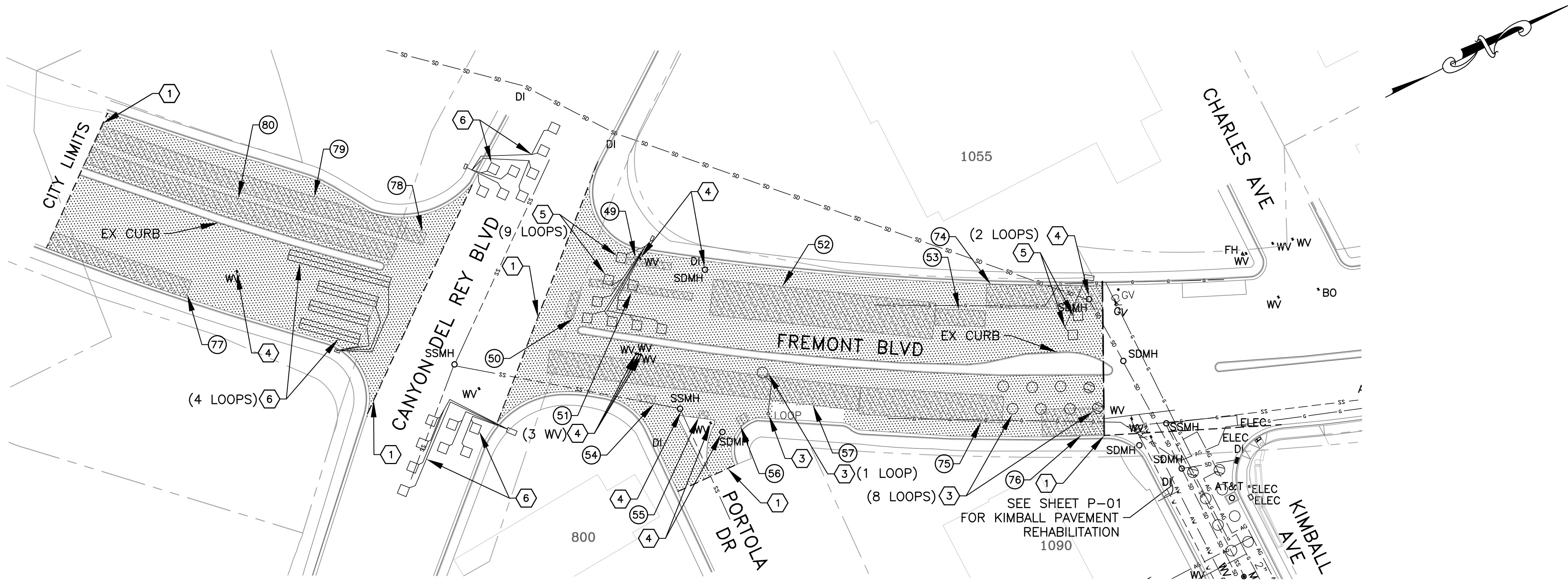
PROJECT TITLE:

FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001

SHEET:
4 of 36

DRAWING FILE NO:
CD-01



CONSTRUCTION NOTES:

- 1 LIMIT OF WORK AND/OR REHABILITATION TREATMENT CHANGE. EXACT LIMIT TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
- 2 FOR FOAMED FULL DEPTH RECLAMATION (FDR) TREATMENTS, LOWER ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS PRIOR TO MILLING AND RAISE TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.
- 3 CONTRACTOR TO REMOVE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES.
- 4 FOR MICROSURFACE MAINTENANCE TREATMENTS, ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS SHALL BE PROTECTED IN PLACE. CONTRACTOR TO ENSURE ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AND/OR MONUMENTS ARE FLUSH TO NEW FINISH GRADE IN AREAS WHERE BASE REPAIR AREAS ARE PERFORMED.
- 5 CONTRACTOR TO REMOVE AND REPLACE EXISTING DETECTOR LOOPS, ASSOCIATED WIRES, AND PULL BOXES, THAT CONFLICT WITH BASE REPAIRS.
- 6 EXISTING DETECTOR LOOPS TO BE PROTECTED IN PLACE.

LEGEND:

--- LIMIT OF WORK

HMA BASE REPAIR LOCATIONS. THICKNESS SHOWN ON DETAIL

FOAMED FULL DEPTH RECLAMATION (FDR). THICKNESS SHOWN ON DETAIL

MICROSURFACE MAINTENANCE TREATMENT

REMOVE AND REPLACE HMA (4 INCHES)

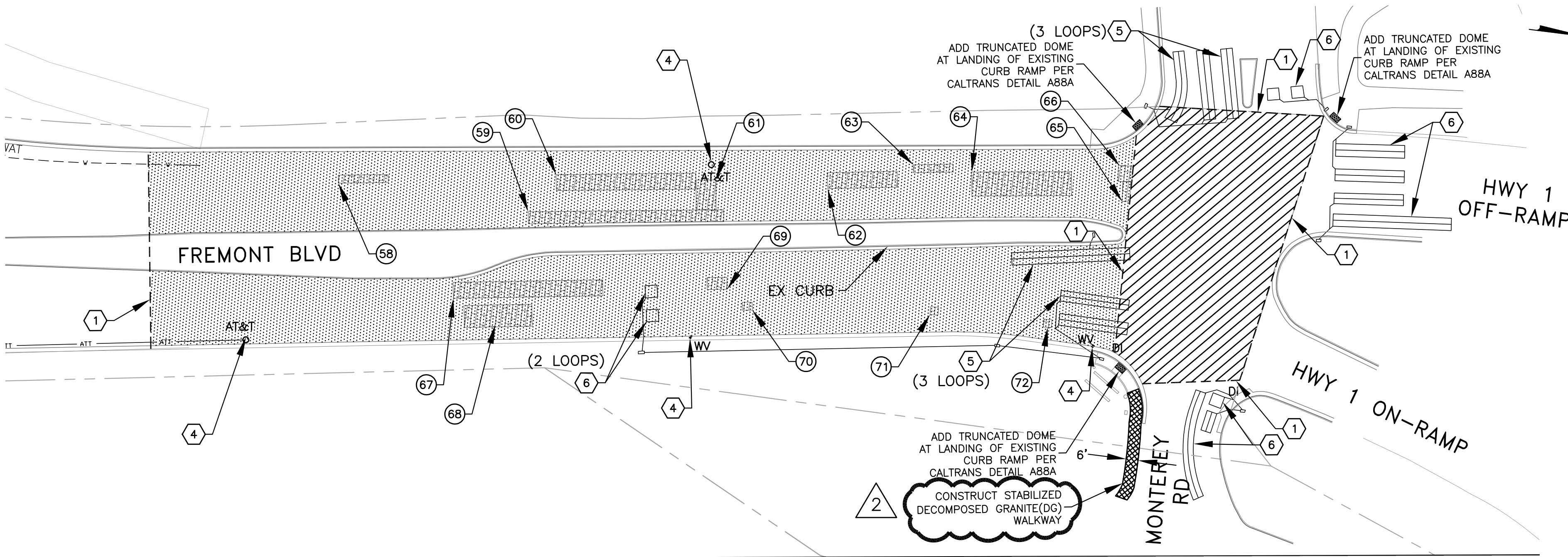
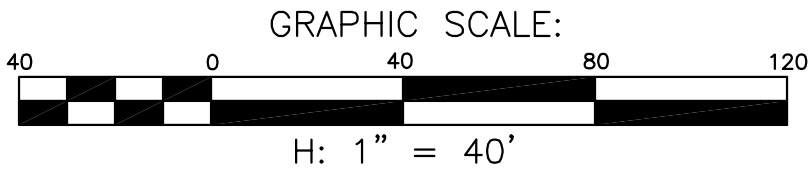
STABILIZED DECOMPOSED GRANITE (DG) WALKWAY PER SECTION 20-5.03D OF 2018 CALTRANS SPECS

EXISTING UTILITY FACILITIES

- MONUMENT
- SSCO SANITARY SEWER CLEANOUT
- BO BLOWOFF VALVE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GV PG&E GAS VALVE
- WV WATER VALVE
- JOINT UTILITY POLE
- HH HAND HOLE
- G GAS LINE
- AG ABANDONED GAS LINE
- W WATER LINE
- VAULT OR BOX
- DI OR DI DRAINAGE INLET
- AT&T TELEPHONE MANHOLE
- FH FIRE HYDRANT
- BM FIRE HYDRANT BLUE MARKER
- DETECTOR LOOP
- DET DETECTOR
- ROADSIDE SIGN
- SS SANITARY SEWER
- SD STORM DRAIN
- AW ABANDONED WATER LINE

RESURFACING NOTES:

- 1. BASE REPAIR LOCATIONS SHOW ON PLANS AS (1). DIMENSIONS SHOWN ON BASE REPAIR TABLE DETAIL
- 2. LIMITS OF PAVING AT CROSS STREETS ARE GENERALLY AT END OF CURB RETURN. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
- 3. SEE DRAWING N-01 FOR ADDITIONAL GENERAL NOTES.



NO.	BY	DATE	REVISION DESCRIPTION	APPROVED
1	CM	8/24/22	CHANGES TO DG WALKWAY LEGEND DESCRIPTION	
2	CM	8/29/22	CHANGES TO DG WALKWAY DESCRIPTION	
BID SET				

Harris & Associates
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
weareharris.com (831) 975-6802

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DESIGNED BY: . CM
DRAWN BY: . CM,TF,CM
CHECKED BY: . JK
DATE ISSUED: . 8/11/2022
JOB NO. . 180-0189.001



CITY OF SEASIDE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE,
SEASIDE, CALIFORNIA 93955
(831) 899-6825

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER
SCALE: 1"=40'

SHEET TITLE:
FREMONT BLVD - PAVEMENT REHABILITATION

PROJECT TITLE:
FY 2021/2022 PAVEMENT
REHABILITATION PROJECT

PROJECT NO:
180-0189.001
SHEET:
8 of 36
DRAWING FILE NO:
P-03

ADDENDUM #2 ISSUED 8/29/2022

Bidder: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
21	Adjust Telephone Box Cover to Grade	EA	1		
22	Thermoplastic Traffic Stripe - Detail 2	LF	5,299		
23	Thermoplastic Traffic Stripe - Detail 9	LF	5,818		
24	Thermoplastic Traffic Stripe - Detail 22	LF	1,252		
25	Thermoplastic Traffic Stripe - Detail 29	LF	88		
26	Thermoplastic Traffic Stripe - Detail 27B	LF	149		
27	Thermoplastic Traffic Stripe - Detail 38	LF	2,262		
28	Thermoplastic "STOP" Marking	SF	770		
29	Thermoplastic Limit Line	SF	1,479		
30	Thermoplastic Continental Crosswalk (White)	SF	5,709		
31	Thermoplastic Continental Crosswalk (Yellow)	SF	1,614		
32	Thermoplastic Pavement Marking (White)	SF	1,374		
33	Thermoplastic Pavement Marking (Yellow)	SF	158		
34	(Paint) Traffic Stripe - Detail 2	LF	57,254		
35	(Paint) Traffic Stripe - Detail 22	LF	400		
36	(Paint) Traffic Stripe - Detail 29	LF	210		
37	(Paint) Traffic Stripe - Detail 27B	LF	792		
38	(Paint) Traffic Stripe - Detail 38	LF	228		
39	(Paint) "STOP" Marking	SF	17,952		
40	(Paint) Limit Line	SF	22,776		
41	(Paint) Continental Crosswalk (White)	SF	8,232		
42	(Paint) Continental Crosswalk (Yellow)	SF	16,788		
43	(Paint) Pavement Marking (White)	SF	4,454		
44	(Paint) Pavement Marking (Yellow)	SF	2,738		
45	Pavement Marker - Blue Reflective Marker	EA	9		
46	Install Traffic Sign and Post	EA	26		
47	Remove Detector Loops	EA	26		
48	Install Detector Loops	EA	27		
49	Detectable Warning Surface	EA	3		
50	Stabilized Decomposed Granite Walkway	SF	400		

Total Base Bid Amount \$ _____

Total Base Bid Amount in Words:

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

Basis of Award will be based upon the Total Base Bid amount. The City reserves the right to award, or not award this contract.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, replacement/adjustment as required (utility

Bidder: _____

5. Bidder's Information Statement

1. Number of years the bidder has performed the type of construction work required by this project: _____

2. List the type of work normally performed by your own forces:

3. Has your contractor's license been suspended or revoked during the last five years? ☐ Yes ☐ No4. Has the bidder declared bankruptcy or been in receivership during the last five years? ☐ Yes ☐ No5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? ☐ Yes ☐ No6. Has the bidder been unable to obtain a bond or been denied a bond? ☐ Yes ☐ No7. Has the bidder ever failed to complete work awarded to it? ☐ Yes ☐ No8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years? ☐ Yes ☐ No9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? ☐ Yes ☐ No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space.
The bidder may attach additional pages if necessary, to provide a detailed response.

On Enclosures A-1 through A-3 list three construction contracts the bidder has had with public agencies over the last 3 years similar to the proposed project in type of construction and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Name of your Surety Company: _____

Is your Surety Company California Admitted? ☐ Yes ☐ No

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

FY 2021/2022 PAVEMENT REHABILITATION PROJECT

City Project No. 212-8920-9600



Approved by: Nisha Patel, P.E.
City Engineer



Reviewed by: Leslie Lantero
Assistant Engineer

**CITY OF SEASIDE
Department of Public Works
August 11, 2022**

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PROJECT NO.: 212-8920-9600

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL



08/11/2022

Frank Lopez, P.E.
Registered Civil Engineer, CA 74581, Exp. 12/31/2023
Harris & Associates, Inc.

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CITY OF SEASIDE

Notice Inviting Bids

FY 21/22 PAVEMENT REHABILITATION PROJECT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Finance Director, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until **3:00 pm on Thursday, September 1, 2022**, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled **FY 2021/2022 PAVEMENT REHABILITATION PROJECT** and in the specifications, including but not limited to:

The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to paving and signing & striping, as shown or indicated in the Drawings and Specifications. The project is located at various streets within City of Seaside, Monterey County.

A non-mandatory pre-bid conference shall be held Wednesday, August 17, 2022, at 10:00 AM, at the Council Chambers, 440 Harcourt Avenue, Seaside, CA 93955. Due to COVID-19 and current social distancing and public gathering requirements, the City may be required to change the in person mandatory pre-bid conference meeting to a telephone/video conference call. Bidder is responsible to check the City's website where the project is advertised to be aware of any updates to the status of the meeting.

Copies of the Bid Documents will be available for free on the City's website at www.ci.seaside.ca.us at no cost.

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors license or a combination of Class C-8 7 C-12 Licenses at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website (www.ci.seaside.ca.us/bids) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE

Public Works Department

_____/s/_____
Nisha Patel, PE
City Engineer

August 11, 2022

Date

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CITY OF SEASIDE

Special Provisions Volume I

FY 2021/2022 PAVEMENT REHABILITATION PROJECT

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2018 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non–Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Project Plans
- 1.3. Special Provisions
- 1.4. Supplemental project information
- 1.5. Revised Standard Specifications
- 1.6. Standard Specifications
- 1.7. Revised Standard plans
- 1.8. Standard Plans

2. Written numbers and notes on a drawing govern over graphics

3. Detail drawing governs over a general drawing

4. Specific specification governs over a general specification

5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2018 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in the Special Provisions Volume I are included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Contract Documents" for FY 2021/2022 Pavement Rehabilitation Project.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. **No request will be reviewed or heard within seventy-two (72) hours of bid opening.**

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made

payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 DISQUALIFICATION OF BIDDERS. The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 COMPETENCY OF BIDDERS. No bid will be accepted from, or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 PERMITS AND LICENSES. Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License, or a combination of Class C-8 & C-12 Contractors License
- Obtain Caltrans all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit
- **Obtain Caltrans Double Encroachment Permit from Caltrans. See Appendix A.**
(Caltrans Double Encroachment Permit needed for traffic control within State Highway as shown in Location Map in Appendix B)

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **Public Works, 440 Harcourt Avenue, Seaside, CA 93955.**

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. **Bids are required for all the work.** The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- **Performance Bond:** This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- **Labor and Materials Bond:** This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- **Surety Bond:** This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

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

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third-party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days' notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third-party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third-party coverages required herein will likewise have concurrent starting and ending dates.

12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of **65 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay liquidated damages to the City of Seaside, **the sum of \$5,400 per day, for each and every calendar days delay** in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (Said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

Weekly meetings will be scheduled by the City at the discretion of the City during the pre-construction phase and during the construction phase.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule identifying the critical path method (CPM) shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

When an item of work is designated as **Final Pay (F)** in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor concrete. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay item will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity-based computation does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefor.

4.11 HOURS OF WORK. The hours of construction shall begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the

City's costs for inspection and management of overtime and shift work. Night Work shall only be completed when approved by the Engineer.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications.

5.02 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/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

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

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

When constructing curb ramps at an intersection, the Contractor must provide safe passage to all pedestrians around the area of work at all times. The Contractor must use the latest California MUTCD standards when determining the number of curb ramps that can be constructed at once at the intersection.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the latest California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, because such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one-year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration " of the Standard Specifications.

Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall call 811 and pothole as first order of business in order to determine the exact locations of the underground installations prior to any digging.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities

and improvements to be constructed under this Contract, and

- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the latest *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

The City does not share cost. Contractor bears the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers.

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chavez Day Observed, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

Contractor must provide entry and exit routes for residences located on one-way streets during construction phase.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT

Bid Item 1. Mobilization

The lump sum price paid for "**Mobilization**" shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 2. Traffic Control System

The contract lump sum price paid for "**Traffic Control System**" shall include full compensation for traffic control plans, including revisions to the satisfaction of the Engineer, furnishing all labor, including traffic control supervision, materials (including signs and barricades), flaggers, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control system including all lane closures necessary for any activities during the life of the project and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

All flagging costs will be paid as part of "Traffic Control" in lieu of provisions in Section 12-1.03, "Flagging Costs," of the Standard Specifications. The City does not share costs. Contractor is responsible for full cost of flagging.

Furnishing and installing funding signs as shown on the plans, as specified in these special provisions, and as directed by the Engineer is paid as part of "Traffic Control" and no additional compensation will be allowed therefor.

After the City has applied and obtained the Encroachment Permit, the contractor must apply and obtain the double permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits.

The Contractor shall submit two (2) final signed copies of all Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

Bid Item 3. Water Pollution Control

"**Water Pollution Control**" will be paid for as a lump sum. Payment will be made according to Section 13-2.04 of the Standard Specifications, with 75% of the item total paid upon authorization of the WPCP and the final 25% of the item paid upon project acceptance.

Bid Item 4. Critical Path Method (CPM) Schedule

Preparing, maintaining and implementing of the "**Critical Path Method (CPM) Schedule**" is paid for as a lump sum. The CMP schedule shall be kept up to date and coordinated with the City and the Engineer. A 3 week look ahead shall be provided at every weekly meeting in order to discuss the specific upcoming activities and any changes that may occur. The CPM schedule shall be updated immediately upon request from the City and/or Engineer.

Bid Item 5. Lead Compliance Plan

"**Lead Compliance Plan**" is paid as lump sum on submission of final Lead Compliance Plan.

Full compensation for removal and disposal of yellow traffic stripe and markings shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

Bid Item 6. Grind and Removal of Existing Roadway

The Contract unit price per cubic yard for "**Grind and Removal of Existing Roadway**" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

“Grind and Removal of Existing Roadway” includes the removal of existing asphalt and existing aggregate base on Fremont Boulevard for Full Depth HMA treatments as identified in the plans. Refer to construction details in project plans for grind and removal locations and depths for Full Depth HMA.

Existing structural section for Fremont Boulevard includes a 12-inch concrete slab. Contractor shall not excavate or impact the structural integrity of the existing 12-inch concrete slab. Road mesh may be encountered in Fremont Boulevard. Contractor to verify the presence of road mesh prior to construction. Price for removal of road mesh is included in the contract unit price cubic yard for this bid item.

“Grind and Removal of Existing Roadway” also includes the removal of 4-inches of existing asphalt and existing aggregate base for Foamed Full Depth Reclamation treatments along Kimball Avenue and Wheeler Street as identified in the plans. Refer to construction details in project plans for grind and removal locations and depths for Foamed Full Depth Reclamation.

This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Prior to digging, the contractor shall call 811 and pothole as first order of business in order to determine exact utility horizontal locations and depths.

Bid Item 7 Thru Bid Item 9. Base Failure Repair

“Base Failure Repair” is measured and paid per TON and shall be considered as full compensation for furnishing all labor, equipment, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation.

The bid item measured in TON includes the removal of pavement for identified “base repair” locations in project plans. In addition, the bid item includes the installation of hot mix asphalt and tack coat per depths identified in the project plans.

You will receive no additional payment for base failure repair beyond the area marked out by the Engineer due to availability or limitations of your equipment.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Refer to project plans for base repair locations, depths, and dimensions.

Bid Item 10 Thru 11. Hot Mix Asphalt (Type A)

Payment for **“Hot Mix Asphalt (Type A)”** shall be at the contract price per TON and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.

Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Refer to project plans for exact location and depths of proposed HMA application for Full Depth HMA and Overlays.

Bid Item 12. Microsurface Maintenance Treatment

The contract price paid per square yard for **“Microsurface Maintenance Treatment”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in micro surfacing, complete in place, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 13. Crack Seal

The contract price paid per linear foot for **“Crack Seal,”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in sealing cracks, complete in place, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 14. Foamed Full Depth Reclamation (FDR) Process

The contract price paid per square yard for **“Foamed Full Depth Reclamation (FDR) Process”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for full depth reclamation including pulverizing existing asphalt concrete, base, and subgrade soil to a total depth shown on the plans, regrade, micro cracking, and tack coat as detailed in the Standard Specifications, these Special Provisions, and the plans.

Off haul of pulverized material has been included in Bid Item 6-Grind and Removal of Existing Asphalt.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 15. Foamed Asphalt

The contract price paid per TON for **“Foamed Asphalt”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for incorporating the foamed asphalt into the full depth reclamation construction process.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 16 Thru 21. Adjust Utility Covers to Grade

“Adjusting Utility Covers to Grade” shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments. No compensation will be allowed for the work performed by the owners of the facilities.

Facilities to be adjusted to finish grade after paving operations shall include, but not be limited to, monument covers, storm drain manhole covers, sanitary sewer manhole covers, gas valve covers, water valve covers, sewer cleanout covers, telephone box covers, and electrical vault covers.

In the event that existing utility covers are in inadequate condition, contractor must replace existing utility covers and boxes with new. Contractor shall request new utility covers and boxes from the local utility agencies. If utility agencies are not able to provide new covers and boxes, Contractor shall purchase new covers and boxes and install. Inadequate condition is determined by the Engineer. New utility covers and boxes purchased by Contractor after approval of Engineer will be paid by unit each.

“Inadequate Condition” of existing utility covers and boxes is at the discretion of the engineer.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections and no additional compensation will be allowed, therefore.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Bid Items 22 Thru 27. Thermoplastic Traffic Stripes

Payment for **“Thermoplastic Traffic Stripe”** shall be measured per lineal feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Thermoplastic shall only be applied on Fremont Boulevard, Del Monte Boulevard, Kimball Avenue, and Wheeler Street. All other striping and pavement markings shown on the plans shall use two coats of paint.

Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers and reflective pavement markers shall be paid on a unit cost basis as identified in the Bid Schedule.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic or and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and the contract square unit price for Thermoplastic or Painted Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 28 Thru 33. Thermoplastic Pavement Markings

Payment for “**Thermoplastic Pavement Markings**” shall be measured per square feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Thermoplastic shall only be applied on Fremont Boulevard, Del Monte Boulevard, Kimball Avenue, and Wheeler Street. All other striping and pavement markings shown on the plans shall use two coats of paint.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract square foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 34. Thru 38. Paint Traffic Stripes

Payment for “**Paint Traffic Stripes**” shall be measured per lineal feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Contractor must apply 2 coats of Paint for “Paint Traffic Stripes” Bid Items. Quantities in the Bid Schedule include 2 coats of paint.

Thermoplastic shall only be applied on Fremont Boulevard, Del Monte Boulevard, Kimball Avenue, and Wheeler Street. All other striping and pavement markings shown on the plans shall use two coats of paint.

Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers and reflective pavement markers shall be paid on a unit cost basis as identified in the Bid Schedule.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing paint and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for paint of the various kinds identified in the Bid Schedule, and the contract square unit price for Paint Stripes and Paint Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 39. Thru 44. Paint Pavement Markings

Payment for “**Paint Pavement Markings**” shall be measured per square feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Contractor must apply 2 coats of Paint for “Paint Pavement Markings” Bid Items. Quantities in the Bid Schedule include 2 coats of paint.

Thermoplastic shall only be applied on Fremont Boulevard, Del Monte Boulevard, Kimball Avenue, and Wheeler Street. All other striping and pavement markings shown on the plans shall use two coats of paint.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract square foot price for paint of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 45. Pavement Marker-Blue Reflective Marker

Payment for “**Pavement Marker-Blue Reflective Marker**” shall be quantified per each. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing new blue reflective marker as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract price per each.

Bid Item 46. Install Traffic Sign and Post

The contract price paid per each for “**Install Traffic Sign and Post**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.

Bid Item 47. Remove Detector Loops

“**Remove Detector Loops**” shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to remove the Detector Loops. No compensation will be allowed for the work performed by the owners of the facilities.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Bid Item 48. Install Detector Loops

The Contract Unit Price Paid per each for “**Install Detector Loops**” shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to remove and install the Detector Loops. No compensation will be allowed for the work performed by the owners of the facilities.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Bid Item 49. Detectable Warning Surface

The contract price paid per each for “**Detectable Warning Surface**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Bid Item 50. Decomposed Granite Walkway

The contract price paid per square foot for “**Decomposed Granite Walkway**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.

APPENDIX A – CALTRANS ENCROACHMENT PERMIT

APPENDIX B-LOCATION MAP



SPECIAL PROVISIONS VOLUME II - TECHNICAL SPECIFICATIONS

10.01 MOBILIZATION

Refer to California Public Contracts Code §10104 for Mobilization requirements, Section 1-1.07B of the Standard Specifications for the definition of Mobilization and Section 9-1.16D of the Standard Specifications.

Mobilization includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, staging areas and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The contractor shall photograph or video the entire site(s), and each existing improvement prior to construction.

Note that the City has not provided a laydown area for the Contractor. The Contractor shall be responsible for establishing a laydown area and coordinate such location with the City.

Contractor shall document all design changes and prepare red lined plans representing the finished field conditions.

On a daily basis, the Contractor shall clean all portions of the project area. This work includes removing all debris, street sweeping, clearing Underground Service Alert marks, and power washing sidewalks.

10.02 TRAFFIC CONTROL SYSTEM

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12, "Temporary Traffic Control," of the Standard Specifications, Section 5.03 "Public Safety" and Section 8.08 "Maintaining Traffic" of these special provisions.

All traffic control will be provided by the Contractor. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.03.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer. Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. Traffic Control Plan as per Section 7-1.04 Public Safety, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the Engineer for approval. Any changes to plan, shall be provided to the Engineer for his approval, two (2) working days in advance of any planned activity, which requires traffic control.

Contractor shall prepare Traffic Control Plans required for the approval of the Caltrans Encroachment Permit.

10.03 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area signposts.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment.

The location for each sign shall be approved in advance by the Engineer. Signs shall be mounted on 4" x 4" new wood posts, 7' above grade. The required size of each of the signs shall be 36" x 36" for W20-1, "Road Work Ahead," and 48" x 48" for G20-2, "End Road Work." The sign panels for all construction area signs, including temporary signs, shall conform to Section 12-3.11 of the Standard Specifications.

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

10.04 CLEARING AND GRUBBING

Clearing, Grubbing and Removals shall conform to the provisions of Section 17-2 "Clearing and Grubbing" of the State Standard Specifications and these Special Provisions. Clearing, Grubbing and Removals shall consist of thoroughly sweeping and cleaning surfaces prior to resurfacing, removal and disposal of raised pavement markers, existing weeds, brush, or other objectionable material in or along the edge of areas to receive work.

Contractor shall keep existing streets free from dirt and debris at all times. Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deem it is necessary for safety of public and to avoid damage to properties.

Existing thermoplastic pavement markings and existing paint pavement markings shall be removed in accordance with Section 84-9 "Existing Markings" of the State Standard Specifications and all applicable state laws and regulations.

Existing pavement markers shall be removed in accordance with Section 81-8.03B of the State Standard Specifications.

Contractor shall trim overhanging limbs that may be in conflict with paving and other construction activities. Tree, roots, and bush pruning shall be performed per recommendations from a certified arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be done as directed by the Engineer and in the presence of the Engineer.

Contractor shall remove existing landscaping (hard and soft) only within City Right of Way which is in conflict with the new improvements.

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

10.05 WATER POLLUTION CONTROL

Refer to Section 13-2 of the Standard Specifications for requirements related to development and implementation of a Water Pollution Control Program. The soil disturbance area is less than 1 acre and is therefore exempt from the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ). Refer to Section 13-4 for Job Site Management requirements, Section 13-5 for Temporary Soil Stabilization, Section 13-6 for Temporary Sediment Control, Section 13-7 for Temporary Tracking Control, and Section 13-9 for Temporary Concrete Washouts.

You are responsible for penalties assessed or levied on you or the City as a result of your failure to comply with the provisions in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Notwithstanding any other remedies authorized by law, the City may retain money due to you under the contract, in an amount determined by the City, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Federal or State law, regulations or requirements.

10.06 CRITICAL PATH METHOD (CPS) SCHEDULE

Refer to Section 8-1.02C (1) of the Standard Specifications and Section 4.04 of these Special Provisions for preparing and maintain a critical path method schedule. The schedule must be submitted for approval during the pre-construction meeting.

Where road improvements are near a school, it is the Contractors responsibility to perform all construction during times that school is not in session. Contractor shall verify school calendars with City of Seaside and plan accordingly in the CPM schedule.

Links to school websites are below:

- Monterey Unified School District: <https://www.mpusd.net/>
- International School of Monterey: <https://www.ismonterey.org/>

10.07 LEAD COMPLIANCE PLAN

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K (6) (j) (ii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility, or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

10.08 BASE FAILURE REPAIR

Materials:

HMA for pavement failure repair must be Type A.

Asphalt binder for the HMA must be PG 64-10. The minimum asphalt binder content must be 5.0 percent. If you request and if authorized, you may reduce the minimum asphalt binder content.

The aggregate for the HMA must comply with the 3/4-inch HMA Types A and B grading.

Construction:

Place base failure repair under the Method construction process in Section 39-3.

Provide flaggers and/or traffic control to allow the Engineer to mark out base failure areas.

Remove existing roadway section by saw cutting all four sides of the base repair footprint. Milling machine used to grind the base repair area must be capable of cutting to a neat line. Do not damage any pavement that is to remain in place. Minimize the disturbance of materials to be left in place during removal or roadway sections.

Remove failed pavement and base rock to the required depth, then grade, water, and thoroughly compact the material remaining in place to a minimum of 95% relative compaction.

Existing structural section for Fremont Boulevard includes a 12-inch concrete slab. Contractor shall not excavate or impact the structural integrity of the existing 12-inch concrete slab. Road mesh may be encountered in Fremont Boulevard. Contractor to verify the presence of road mesh prior to construction. Price for removal of road mesh is included in the contract unit price cubic yard for this bid item.

Base Repair depth on Fremont Boulevard varies from 1.5 inches to 3 inches. Base Repair depths for all other locations throughout the City is 4 inches. Refer to construction details in the project plans for base repair horizontal location, dimensions, and proposed base repair depths.

Dispose of removed material.

Apply tack coat to the bottom base rock and all vertical surfaces of the existing roadway section within the base failure repair area. Follow the "Tack Coat Application Rates for HMA" table in Section 39-2.01C (3) (f) of the Standard Specifications, using "Planed pavement".

The surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

If the base is excavated beyond the specified plane, replace it with HMA. The Department does not pay for this HMA. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new HMA if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be reconstructed shall be at the Contractor's expense.

The HMA in the base failure areas shall be placed on the same day as the removal. The HMA shall be placed and compacted in two lifts unless shown otherwise on the plans and/or as directed by the Construction Manager. Complete base failure repair prior to opening to traffic under Section 12-4 "Maintaining Traffic" of these special provisions.

Existing utilities:

Existing utilities located within areas designated for base repair shall be protected-in-place unless directed otherwise by the engineer.

Survey Monuments shall be recorded at the County Records prior to work disturbance. Any that are damaged, destroyed or disturbed due to contractor's activity shall be restored in place at the contractor's expense.

The Contractor shall ensure that the existing survey monuments are preserved in full compliance with California Business and Professions Code, Chapter 15, 8771. To comply with this Section, the Contractor shall engage the services of a Licensed Land Surveyor.

Payment for protecting existing utilities shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

10.09 GRIND AND REMOVAL OF EXISTING ROADWAY

General:

This work shall consist of uniform and variable depth cold planing (or "milling" or "grinding") the existing asphalt concrete pavement and removing and disposing of grinded material as shown on the project plans. "Grind and Removal of Existing Roadway" includes the grind and removal of existing pavement and aggregate base for Full Depth HMA treatments identified in the plans.

The Contractor shall grind existing pavement as shown on the Plans. The presence of pavement fabric within the depth to be cold milled shall be noted on the Plans or in the Special Provisions. The surface after cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

Existing structural section for Fremont Boulevard includes a 12-inch concrete slab. Contractor shall not excavate or impact the structural integrity of the existing 12-inch concrete slab. Road mesh may be encountered in Fremont Boulevard. Contractor to verify the presence of road mesh prior to construction. Price for removal of road mesh is included in the contract unit price cubic yard for this bid item.

The milled pavement shall be true to grade and cross section. When a straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (9.5 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within 1 Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing Portland cement concrete curbs, gutters or pavement the Contractor shall protect these improvements from damage. Any Portland cement concrete curbs gutters or pavement damaged during cold milling operations shall be repaired as directed by the Engineer at

the Contractor's expense. Any Portland cement concrete curbs, gutters or pavement that is cracked or displaced shall be removed and replaced at the Contractor's expense. Replaced sections of Portland cement concrete curb, gutter or pavement shall be a minimum of 5 feet (1500 mm) in length or to the next joint.

The Contractor shall remove existing asphalt concrete overlay from gutters adjacent to any area Specified to be cold milled, as directed by the Engineer.

Milling machines shall be specially designed for cold milling of asphalt concrete, Portland cement concrete, or a combination of asphalt and Portland cement concrete pavement. Milling machines shall conform to the following:

- a. The cutting drum shall be a minimum 0[60 inches (1500 nun) wide and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.
- b. Be self-propelled and capable of removing the pavement to the depth shown on the Plans.
- c. Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal as specified in the Special Provisions.
- d. Have the capability of spraying water at the cutting drum to minimize dust.
- e. Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.
- f. Be adjustable for slope and depth.
- g. Be able to deep cut, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

The Contractor shall provide smaller machines if required to cold mill areas that are inaccessible to the larger machine and to provide the surface specified in the Special Provisions.

The cold planing machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be equipped with means to effectively control dust generated by the cutting operation.

Immediately following the milling process the Contractor shall have all milled material removed from the job site and disposed of. The milled section shall be cleaned of all loose material. Power-brooming shall be supplemented by hand brooming, when necessary, until the surface is free of deleterious material. Each street shall be swept immediately after the cold planning operation has been completed. Streets shall not be washed to the extent that debris may enter the storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During cold planning operations, all catch basin inlets shall be covered with a fabric which will allow the passage of water but will not allow debris to enter storm drain.

Temporary pavement markings shall be provided on all cold planed surfaces if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking. Refer to Section 10-2.04, Traffic Control, of the Special Provisions for additional information.

The longitudinal surface deviation of the finished cold planed surface shall not exceed 1/4" inch in 10 feet.

Hand-operated cold plane equipment may be required in areas not accessible to self-propelled machinery.

A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.

Payment for various cold mill items shall be at the contract price per Cubic Yard and shall be considered full compensation for cold milling, removal and disposing of all milled material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation will be allowed.

10.10 HOT MIX ASPHALT

General:

This work includes producing and placing hot mix asphalt (HMA) Type A for Overlay Conditions. The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

The Contractor must remove 4 inches of existing road section and install 4 inches of New HMA at the Intersection of Fremont Boulevard and Highway 1 On-Ramp as specified on Sheet P-03 of the project plans.

Contractor must install 4 inches of New HMA on Kimball Avenue and Wheeler Street as identified in the Foamed FDR Table on Sheet CD-01 of the project plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

SUBMITTALS

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Materials:

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8" gradation for leveling course, 1/2" gradation for the final lift and 3/4" gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

Construction:

Surface Preparation

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Sampling

The Owner's Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

Transportation and Placement

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

EQUIPMENT

Paving Machine

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strike off assembly capable of

distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

Compaction Rollers

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

Hand Equipment

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be caused to prevent paving from starting or continuing.

Tack Coat

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

Tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner's Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

WORKMANSHIP

Finished Surface

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

Cold Joints

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

10.11 MICROSURFACE MAINTENANCE TREATMENT

General:

Microsurface Maintenance Treatment shall comply with Section 37-3 "Slurry Seal And Micro-Surfacing" of the Standard Specifications and these Special Provisions.

Microsurface Maintenance Treatment work shall be coordinated in a way that does not disrupt residential garbage collection and mail delivery. The Contractor shall coordinate with applicable agencies and time paving activities as needed to prevent disruption of service.

Definitions:

Alkali Resistant (AR) Glass Fibers: High tensile strength glass fiber resistant to chemical breakdown from the alkaline conditions of the slurry seal or micro-surfacing application.

Microsurface Maintenance Treatment: A mixture of polymer modified cationic quickset emulsion, AR glass fibers, aggregate, mineral filler, additives, and water.

References:

ASTM C1666/C1666M, Standard Specification for Alkali Resistant (AR) Glass Fiber for GFRC and Fiber-Reinforced Concrete and Cement.

Submittals:

Submit the following as part of the bid package:

- a. Representative fiber product sample.
- b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
- c. Fiber Manufacturer's instructions and general recommendations.

Materials:

Aggregates for microsurface maintenance treatment shall meet the **Type II** gradation per Section 37-3.02.

Fiber reinforcement shall be Surface-EXT™ fibers manufactured by FORTA Corp. or equivalent reinforcing fiber that meets the requirements in Table 1.

Table 1

Material Property	Requirement
Material	Alkali Resistant Glass
Length/Form	1/4 in, Pre-Chopped
Tensile Strength	250 ksi (1,700 MPa)
Modulus of Elasticity	10,000 ksi (72 GPa)

Softening Point	1,580°F (860°C)
Density	4,517 lb/cu yd (2,680 kg/cu m)

Delivery, Storage and Handling:

Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.

Store materials covered and off the ground. Keep sand and dust out and do not allow to become wet.

Mixing, Production and Quality Control:

1. Add AR glass fiber at a dosage rate of 0.20% by dry weight of aggregate or 4 lbs/ton per dry weight of aggregate.
2. The AR glass fibers shall be added by a mounted hydraulic feeding system to either a truck mount or continuous paver. The continuous feed system shall automatically dispense fiber into the pug-mill at an adjustable feeding rate.
3. The system shall be powered by the main hydraulic system of the mixer-spreader truck and turn on/off with the main start of the mixer-spreader truck.
4. Contractor shall have a system in place to record total fiber added vs. tons of dry aggregate placed to verify dosage rate.
5. Ensure sufficient AR glass fiber material is present in the hopper of the mounted hydraulic feed system. Refill material as necessary.
6. Visually ensure AR glass fiber is dispersed and properly mixed in the weigh hopper.

Construction:

Ranges for spread rates shall be **12 - 15 lbs/yd²**. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate. The application rate will produce finished slurry seal as defined elsewhere in the specifications.

At the end of each day's production, the Contractor will provide to the Engineer a report containing the following information:

- a. Tons of dry aggregate consumed that day;
- b. Tons of asphalt emulsion consumed that day; and
- c. Footage covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on and adjacent to the pavement that would allow the entry of the sealing materials; mask with roofing paper, all closed manhole covers, water valve box covers, etc.

10.12 CRACK SEAL

General:

Comply with Section 37-5 "Crack Treatment" of the Standard Specifications except as modified herein.

The work shall consist of cleaning and filling cracks prior to placement of Slurry Seal with asphalt joint seal as specified in these special provisions, and as directed by the Engineer. Crack sealing will not be performed in areas designated to receive foamed FDR. Cracks less than ½ inch in width shall be routed to a depth of ½ inch by ½ inch in width. The contractor shall remove all debris from the roadway.

Materials:

Crack sealant shall be a mixture of paving asphalt and ground rubber and shall conform to ASTM D 5078, Type II. The crack seal product shall conform to the following requirements:

<u>Test</u>	<u>Specification Limit</u>
Cone Penetration 77° F(25° C)(ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200° F(93° C) min.
Ductility 77° F(25° C)(ASTM D5113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 20° F(-7° C)
Flow 140° F(60° C)(ASTM D5329)	3 mm max.
Brookfield Viscosity 400° F(204° C)(ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	500% min.
Safe Heating Temperature	400° F(204° C)
Recommended Pour Temperature	380° F(193° C)

The pre-emergent herbicide shall be an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions. The Contractor shall submit a product information sheet on the sterilant to be used.

Construction:

All cracks indicating weed growth are to be sprayed and cleaned as follows: the Contractor shall apply herbicide to all existing weed growth within the roadway area from curb to curb including the joint between the gutter lip and asphalt pavement. A minimum of two applications shall be made with a minimum period of 7 calendar days between applications. The second application shall be applied to treated areas and any additional new weed growth between applications. Any new weed growth shall be treated a third time after a minimum of 7 days from the second application. The herbicide shall be applied by a licensed applicator and shall comply with the manufacturers' recommendations.

Seven days after the last application of herbicide (either the second or third), all remaining vegetation in the cracks shall be mechanically removed.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Immediately prior to applying the sealant, the cracks shall be cleaned with high pressure air jets to remove all residue and foreign material. Any weed growth shall be physically removed. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

During all construction operations, the Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

The Contractor shall remove crack seal material that is not placed within the conformance of these provisions, clean cracks as specified herein and then reseal the cracks at his expense.

Sequencing

After filling the cracks with the sealant, they are to be squeegeed with a "U" shaped squeegee so as to strike off excess material and to provide a band aid effect with the sealant. After the sealant has cooled, there should be a slight depression of not more than 1/8th-inch below the adjacent pavement. Bulging as a result of overfilling of cracks must be corrected.

10.13 FOAMED FULL DEPTH RECLAMATION (FOAMED FDR)

This work shall be performed as shown on the Plans, and shall consist of pulverizing existing asphalt concrete, Portland Cement (PCC) and underlying base materials, mixing with water, foamed asphalt, cement, and spreading and compacting, grading and curing the mixture to conform to the requirements of Section 30-3, "Full Depth Reclamation – Foamed Asphalt" of the Standard Specifications of 2018 Caltrans Standard Plans except as modified herein.

Section 30-3.01C(1) General

Add the following paragraphs to Section 30-3.01C(1) General

At least 20 days before starting soil stabilization activities submit the following:

- 1. Quality Control (QC) Plan**
- 2. Mix Design**
- 3. Contingency Plan**

The laboratory must be qualified under the Department's Independent Assurance Program.

Before performing QC sampling and testing, submit the time and location the sampling and testing will occur. Submit QC testing results within 24 hours of receiving the results.

Submit a certificate of compliance with the stabilizing agent samples that includes a statement certifying the stabilizing agent furnished is the same as on the Authorized Material Source List for the stabilizing agent specified.

Submit a weighmaster certificate for stabilizing agent remaining on hand after completion of the work.

Samples: From 30 to 180 days before use, submit one 10 lb sample of each stabilizing agent proposed and from each source. Stabilizing agents shall be submitted in airtight containers. Mark the sample date on the container and include the Safety Data Sheet.

30-3.01C(2)(a) General

Add the following paragraphs to Section 30-4.01C(2)(a) General

If requested, perform QC testing in the presence of the Engineer.

If required, construct test strips with materials, tools, equipment, and methods you will use in the work.

Construct test pads for compaction tests by scraping away material to the depth ordered. If a compaction test fails, corrective action must include the layers of material already placed above the test pad elevation.

30-3.01C(2)(c) Quality Control Plan

Add the following paragraphs to Section 30-4.01C(2)(c) Quality Control Plan

The Engineer reviews the QC plan within 5 business days from the submittal. Do not start FDR production until the Engineer authorizes the QC plan.

If QC procedures, personnel, tester qualifications, or lab accreditation status change, submit a QC plan supplement at least 3 business days before implementing proposed changes.

If a change is needed in your QC plan, do not implement the change without authorization.

Section 30-4.01D(2) Mix Design

Add the following to Section 30-4.01D(2) Mix Design

Excavate, sample and test at least 2 test pit locations per street from the existing pavement and subgrade soil. You may perform additional sampling and testing to optimize the mix design. Determine the exact locations of the test pits and excavate test pits between wheel paths. Do not excavate test pits in the wheel paths or shoulders. Test pits must be at

least 2 feet by 2 feet in area to at least the depth of the required Foamed FDR section.

30-4.03A General

Add the following paragraphs to Section 30-4.03A General

During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

Do not scarify surfaces of intermediate or final layers of foamed asphalt stabilized soil (Foamed FDR).

30-4.03C Pulverizing

Add the following to Section 30-4.03C Pulverizing

Moisture condition the pulverized material to at least optimum moisture content prior to application of foamed asphalt. Maintain at least optimum moisture content in the materials to be treated with foamed asphalt.

Section 30-4.03E Mixing

Add the following paragraphs to Section 30-4.03E Mixing

Complete initial mixing work within 30 minutes of the application of foamed asphalt.

After mixing, maintain the in-place moisture of the basement material to be stabilized within optimum to 3 percent above the optimum moisture.

Except for clods larger than 1 inch, randomly test the adequacy of the mixing with a phenolphthalein pH indicator solution.

Stabilizing agent and basement material must be uniformly mixed at least twice to within 0.05 foot of the depth shown at any point. If you exceed the mixing depth shown by more than 10 percent, add stabilizing agent in proportion to the exceeded depth.

Remix until the mixture is uniform with no streaks or pockets of stabilizing agent.

Before compaction, the mixed subgrade soil within the Foamed FDR material, not including rock and pulverized pavement material, shall be mixed to achieve a minimum of 98 percent passing a 1-inch sieve and a minimum of 55 percent passing the No. 4 sieve.

30-4.03F Compacting and Grading

Add the following paragraphs to Section 30-4.03F Compacting and Grading

Compact using a sheepfoot or segmented wheel roller immediately followed by steel drum or pneumatic-tired rollers.

Wherever the thickness shown is 1.0 foot or less, compact in 1 layer. Wherever the thickness shown is more than 1.0 foot, compact in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any 1 layer must not exceed 1.0 foot unless you first construct a test strip to demonstrate your equipment and methods provide uniform distribution of stabilizing agent and achieve the specified compaction. The test strip must contain at least 500 cu yd of material and no more material than 1 day's production. Construct test strips with materials, tools, equipment, and methods you will use in the work.

30-4.03G Finishing

Add the following paragraphs to Section 30-4.03G Finishing

Wherever the finished surface of stabilized soil is above the allowable tolerance, trim and remove the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within 2 hours of trimming, defer trimming.

Finish rolling of trimmed surfaces must be performed with at least 1 complete coverage with steel drum or pneumatic-tired rollers.

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the stabilized soil.

Maintain the moisture content of the cement stabilized soil/Foamed FDR to within a range of optimum to 3 percent above the optimum moisture content through the entire finish grading operation.

Finish rolling of trimmed surfaces must be performed within 2 hours of completion of compacting.

The finished surface of the foamed asphalt stabilized soil/Foamed FDR must not vary more than 0.05 foot above or below the grade established by the Engineer unless the foamed asphalt stabilized soil/Foamed FDR is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

Fill areas of finished Foamed FDR that are lower than the grade established by the Engineer with material specified for the subsequent layer.

After Section 30-3.3F Finishing Add the Following New Section

Do not recompact the FDR.

Do not place the HMA layer over FDR surface until either of the following conditions is met:

1. 3 days and moisture measured at mid-depth of the FDR pavement is 2.0 percent or less
2. 10 days without rainfall

HMA layer must be placed within 15 days of completion of the FDR layer.

Immediately repair any damage or defects by:

1. Reworking and recompact the FDR surface
2. Replacing any damaged area with the same depth of cold bituminous surfacing material or HMA

30-3.04 PAYMENT

Add the following paragraph to Section 30-3.04 PAYMENT

The City does not pay for subsequent layer material used to fill low areas of foamed asphalt stabilized soil.

Bid on recycling agent at a rate of 2.75% by weight of PDR. Assume an in-place recycled pavement material density of 135 lb/ft³.

Performing mix design and other such items and activities required for full depth reclamation is included in the contract item price paid for Full Depth Reclamation – Foamed Asphalt and/or Foamed Asphalt (Full Depth Reclamation – Foamed Asphalt).

10.14 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

General:

Thermoplastic shall only be applied on Fremont Boulevard, Del Monte Boulevard, Kimball Avenue, and Wheeler Street. All other striping and pavement marking identified in the plans shall be applied with 2 coats of paint.

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General" and 84-2, "Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

Materials:

Thermoplastic

The thermoplastic material shall conform to Section 84-2.02B "Thermoplastic" of the Standard Specifications. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Section 84-2.02D "Glass Beads" of the Standard Specifications.

Standard Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

Paint

Paint material shall conform to Section 84-2.02C "Paint" of the Standard Specifications. Glass beads applied to paint must comply with State Specification 8010-004 and must also conform to Section 84-2.02D "Glass Beads" of the Standard Specifications.

Construction:

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

Existing Striping and Markings:

Before placement of new striping and pavement markings, the contractor must remove all existing striping and pavement markings using methods as specified in the Standard Specifications and the Engineer. Contractor must NOT place new striping/pavement markings over old striping/pavement markings.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely restriped even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. **This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.

The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

Schedule

Raised pavement markers (RPM's) shall be placed as specified in Subsection 81-3.02C, "Retroreflective Pavement Markers", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Pavement Stencils

The Contractor shall use stencils that conform to 2018 Caltrans Standard Plans and Details.

Reflective and Raised Pavement Markers Ceramic Non-reflective Pavement Markers No Plastic

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 81-3 "Pavement Markers" of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

Pavement Delineation – Extruded Thermoplastic No Spray

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 81-3, "Pavement Markers".

Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, "Hot Melt Bituminous Adhesive" of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

10.15 PROJECT FUNDING SIGN

The Contractor shall furnish and install Project Funding Signs that inform the community of the work and funding source. . The signs shall be installed a minimum of two (2) weeks prior to start of paving activities. The sign shall be constructed per the requirements of the Caltrans Division of Traffic Operations.

SB-1 funding sign shall be C48(CA) and shall be 48" x 30" (4ft x 2.5 ft), 1/3rd size. Refer to Caltrans website <http://www.dot.ca.gov/trafficops/tcd/pfi.html> for SB-1 sign specifications. Signs shall be installed in accordance with Section 6F.109(CA) of CA MUTCD. SB-1 Funding Signs shall be placed for all work pertaining to Wheeler Avenue.

Measure X Funding signs shall be placed for all work pertaining to Fremont Boulevard and Kimball Avenue. A portable Measure X sign shall also be identified when performing all of the dig out work and striping throughout the City.

The signs shall be made by a professional sign painter, approved in advance by the Engineer. The signs will be installed prior to construction and maintained in place for the duration of the project by the Contractor. Signs shall be repaired or replaced at no cost to the City, if damaged or stolen.

Full compensation for complying with the provisions of this section shall be considered as included in the Lump Sum contract price for Traffic Control System and no separate payment will be made therefor.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: September 15, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING CONTRACT AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES TO PERFORM DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE "FY 2021/2022 PAVEMENT REHABILITATION PROJECT" (PROJECT BUDGET ROLLED FORWARD TO FY 2022/2023) FOR AN AMOUNT NOT TO EXCEED \$86,210.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Contract Amendment No. 9 to the professional services agreement with Harris & Associates to provide design, design services during construction, construction management, and inspection services for the "FY 2021/2022 Pavement Rehabilitation Project" for an amount not to exceed \$86,210.00.

BACKGROUND

On November 1, 2018, the City Council awarded a professional services agreement to Harris & Associates (Harris) for the design of roadway improvements, which included Pavement Rehabilitation Project Phase 2 and Phase 3. Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Avenue were previously planned to be rehabilitated with the Pavement Rehabilitation Phase 3 Project which started construction in August 2020. After construction of Phase 3 project started, it was revealed that California American Water (Cal Am) and Pacific Gas and Electric (PG&E) utility lines were in conflict with pavement rehabilitation of Kimball Avenue and Wheeler Street, and they were removed from the project construction. Cal Am and PG&E recently completed replacing their utility lines to a lower elevation, and

the Kimball Avenue and Wheeler Street rehabilitation is now able to proceed.

Staff retained Harris to complete a bid package and construction management and inspection services for the next paving project entitled FY 2021/2022 Pavement Rehabilitation Project (Project) on July 6, 2021. The Project includes the pavement rehabilitation of Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Street with foamed full depth reclamation (FDR), microsurface of the northern and southern portions of Fremont Boulevard, and base repairs at several locations throughout the City. Due to limited Public Works Maintenance staffing resources and the current work demands of the Engineering Division of Public Works, it was determined to incorporate street restriping into the Project. On December 3, 2021, City Council approved contract amendment No. 7 with Harris to provide an inventory assessment of existing striping and pavement markings city wide and prepared striping bid documents to be incorporated into the Project bid package. Design of the Project was completed and the Notice Inviting Bids was issued on August 11th, and the City received bids on September 1st. The City Council will consider awarding a construction contract at this September 15, 2022 meeting.

Harris submitted a proposal dated September 6, 2022 in the amount of \$86,210.00 as an amendment to the original pavement design services agreement. The scope identified in this proposal includes engineering design services to prepare additional striping plans for former Fort Ord streets among other streets, and design support during construction, construction management, and inspection services for the restriping portion of the project. These services will be combined with the previous scope of work for the pavement resurfacing portion of the project.

Staff has reviewed the proposal and agrees with the details of the scope of work and its fee.

FISCAL IMPACT

The proposed contract amendment No. 9 with Harris & Associates is a not to exceed amount of \$86,210.00. A 10% contingency adds \$8621.00 for a total of \$94,831.00 for additional striping design and construction management services.

The adopted FY 2022/23 fiscal year budget for the "FY 2021/22 Pavement Rehabilitation Project" is \$1,200,000.00 from the Street Resurfacing Account (212-8920-9600) and \$175,000.00 from the Street Striping Account (212-8970-9600) for a total approved Project budget of \$1,375,000.00. The Project requires construction management, inspection services, and design support during construction. Based upon the services necessary for the Project and the construction contingencies, an additional amount of \$912,460.45 is needed to complete the Project. If approved, this would result in a revised Project budget of \$2,287,460.45. There are sufficient funds in the Street Resurfacing Account (212-8920-9600) in the amount of \$4,555,000.00. The

project budget appropriation is being made at this September 15th Council Meeting with another item.

Staff recommends the Council adopt a resolution (Attachment 1) authorizing the City Manager to execute Contract Amendment No. 9 (Attachment 2) with Harris & Associates to perform design services during construction, construction management, and inspection services for the FY 2021/2022 Pavement Rehabilitation Project for an amount not to exceed \$86,210.00, and to execute up to an additional 10% contingency of Amendment No. 9 to the Professional Services Agreement, such that the full value of the Amendment may not exceed \$94,831.00.

ATTACHMENTS

1. Resolution
 2. Amendment No. 9
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTIONS SERVICES FOR THE FY 2021/2022 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$86,210.00

WHEREAS, the City of Seaside owns and maintains some of the public roadways within the city limits; and

WHEREAS, on November 1, 2018, Council awarded a professional services agreement to Harris & Associates for the design of roadway improvements, which included Pavement Rehabilitation Project Phase 2 and Phase 3; and

WHEREAS, during the construction of Phase 3, it was determined to remove the paving rehabilitation of Kimball Avenue from Fremont Boulevard to Wheeler Street and Wheeler Street from Hilby Avenue to Kimball Street from the construction contract due to utility conflicts and that the paving rehabilitation would be incorporated into the subsequent paving project; and

WHEREAS, Harris & Associates was retained to prepare construction documents for the next paving project, entitled "FY 2021/2022 Pavement Rehabilitation Project" (Project), which includes pavement rehabilitation on Kimball Avenue and Wheeler Street with foamed full depth reclamation (FDR), micro surface of the northern and southern portions of Fremont Boulevard, base repairs at several locations in the City, and citywide street restriping; and

WHEREAS, Harris & Associates provided a proposal, dated September 6, 2022, to provide design services during construction, construction management, and inspection services for the restriping portion of the Project; and

WHEREAS, staff agrees with the scope and fee of the Harris & Associates proposal; and

WHEREAS, the Project is categorically exempt per Article 19, section 15301 of CEQA because the project will repair the pavement of city streets, and involves negligible or no expansion of use.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Amendment No. 9 to the Professional Services Agreement with Harris & Associates for an amount not to exceed \$86,210.00 for design

services during construction, construction management, and inspection services for the restriping portion of the FY 2021/2022 Pavement Rehabilitation Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency of Amendment No. 9 to the Professional Services Agreement, as outlined above such that the full value of the Amendment may not exceed \$94,831.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #9
PROFESSIONAL SERVICES
City of Seaside

Date: September 7, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

 11/2/2018

 Pavement Design Services

To (Consultant): Harris & Associates, Inc. 450 Lincoln Ave. Suite 103, Salinas, CA 93901

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A, A1, A2, A3, A4, A5, A6, A7 and A8 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 E, A1, A2, A3, A4, A5, A6, A7 and A8.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit E, A1, A2, A3, A4, A5, A6, A7 and A8 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$1,058,180	\$929,072.00	\$86,210	\$2,073,462
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
44 Months	June, 30, 2022	2,067	June, 30, 2024
SUBMITTED BY:			
	Nisha Patel PW Director / City Engineer		
Signature	Name and Title		Date
CITY APPROVAL BY:			
	Jaime M. Fontes City Manager		
Signature	Name and Title		Date
CONSULTANT ACCEPTANCE BY:			
	Frank S. Lopez Director, Engineering Services		
Signature	Name and Title		Date



Harris & Associates®

September 7, 2022

Leslie Llantero
Associate Engineer
City of Seaside
440 Harcourt Drive
Seaside, CA 93955

Amendment #9 – Engineering Design Services and Construction Management Services for the Seaside Roadway Rehabilitation Project – Striping Citywide

Dear Leslie,

Harris & Associates (Harris) is pleased to continue to provide Engineering Design Services and Construction Management Services for the Seaside Roadway Rehabilitation Project. The following is a suggested scope of work and fee estimate based on our discussions with City staff.

PROJECT UNDERSTANDING

On July 6, 2021, Harris submitted Amendment #6 to City of Seaside for Engineering Design Services, Construction Management Services, and Inspection Services for the 2021-2022 Seaside Pavement Rehabilitation Project. The scope of work for Amendment #6 included the following:

- Base failure repair (digouts) at 28 different locations identified by City staff.
- Slurry seal maintenance treatment and digouts on Fremont Boulevard for approximately 1,000 LF between southern City Limits and Kimball Avenue.
- Slurry seal maintenance treatment and digouts on Fremont Boulevard for approximately 500 LF between Del Monte Boulevard and the intersection with the Highway 1 off ramp.
- Foamed - Full Depth Reclamation (FDR) on Kimball Avenue for approximately 1,300 LF between Fremont Boulevard and Wheeler Street.
- Foamed - Full Depth Reclamation (FDR) on Wheeler Street for approximately 1,000 LF between Kimball Avenue and Hilby Avenue.
- Construction Management and Inspection Services for scope of work identified in Amendment #6 only.
- Bid Period Services for scope of work in Amendment #6.

On November 4, 2021, Harris submitted Amendment #7 to City of Seaside for Engineering Design Services for the 2021-2022 Seaside Pavement Rehabilitation Project-Striping Phase. Amendment #7 does not include Construction Management and Inspections Services for the Striping Phase. The scope of work for Amendment #7 included the following:

- Perform an Inventory Assessment of roadway striping throughout the city.
- Develop plans for roadway segments that require striping improvements.

- Develop plans for replacement of stop intersection striping and crosswalk striping throughout the city.
- Bid Period Services for scope of work in Amendment #7.

At request of the city, Harris has prepared Amendment #8 to include the following scope of work:

- Engineering Design Services to prepare striping plans for locations listed below:
 - Lightfighter Drive from General Jim Moore Boulevard to Highway 1.
 - Coe Avenue from General Jim Moore Boulevard to Monterey Road.
 - Seaside Highlands Development.
 - Normandy Road from General Jim Moore Boulevard to Parker Flats Cur Off Road.
 - Parker Flats Cut Off Road from Normandy Road to Carentan Road.
 - Auto Mall Parkway.
- Construction Management and Inspection Services for striping identified in Amendment #7 and Amendment #9.

SCOPE OF WORK

The following outlines our scope of work for the Project as identified above. The tasks align with the current Work Breakdown Structure for the current project.

TASK 901 – PROJECT MANAGEMENT

TASK 901.1 – PROJECT ADMINISTRATION

Project Management responsibilities will involve preparation and maintenance of the Project scope, schedule, budget, and resource management. A brief progress report will accompany each monthly Harris invoice. It will discuss budget, schedule, and “next steps”.

TASK 901.2 – PROJECT MEETINGS

This task includes meetings with City staff to discuss any comments/concerns pertaining to the additional striping scope identified as part of Amendment #9.

Assumptions

- *One (1) design review meeting for Auto Mall Parkway and North Highlands Striping Submittal. (Virtual Meeting).*

Deliverables

- *Meeting Minutes for each meeting.*

TASK 902 – STRIPING PLANS-AUTO MALL PARKWAY AND NORTH HIGHLANDS

TASK 902.1 – STRIPING PLANS FOR AUTO MALL PARKWAY AND NORTH HIGHLANDS

Harris will prepare and submit additional striping plans to City of Seaside for the 2021-2022 Pavement Rehabilitation Project.

The final design plans will include striping for the following road segments:

- Lightfighter Drive from General Jim Moore Boulevard to Highway 1.
- Coe Avenue from General Jim Moore Boulevard to Monterey Road.
- Seaside Highlands Development.
- Normandy Road from General Jim Moore Boulevard to Parker Flats Cur Off Road.
- Parker Flats Cut Off Road from Normandy Road to Carentan Road.
- Auto Mall Parkway.

Deliverables

- *Electronic copy in pdf format of Final Plans (Signed & Stamped).*
- *Two (2) full size hard copies of Final Plans (Signed & Stamped).*

TASK 902.2 – QUANTITIES FOR CHANGE ORDER

Harris will prepare a bid item list and quantities for change order processing.

Deliverables

- *Electronic copy in pdf format of quantities for change order.*

TASK 902.3 – QUALITY CONTROL REVIEW

Harris will perform a quality control review prior to submittal of Striping Plans. A Harris Quality Control Manager will perform the quality control review.

TASK 903 – ENGINEERING SERVICES DURING CONSTRUCTION

TASK 903.1 – ADDITIONAL DESIGN SUPPORT

At request from the City and as budget permits, Harris has included budget for additional design support during construction phase. This work would include design of additional curb ramps, pavement rehabilitation, and/or striping at request from the City.

TASK 904 – CONSTRUCTION MANAGEMENT

Harris will assist the City in answering bidders' questions during the bidding stage, issue addendums and attend one pre-bid meeting.

TASK 904.1 – CONSTRUCTION MANAGER/CONSTRUCTION SUPPORT

Manage project during construction and serve as project lead. Duties include the following:

- a. Supervise project staff and assign inspection needs as necessary.
- b. Verification of Pay Quantities and Quantity Reviews.
- c. Review of Change Orders Backup Documents.
- d. Frequent Site Visits to oversee inspectors, resolve conflicts in the field and observe critical activities.
- e. Draft Change Orders.
- f. Monitor Site Safety.

- g. Reviews and Responds to Submittals and RFI's. Will forward to City Project Manager any non-technical submittals requiring City approval.
- h. Preparation and Distribution of WSWD.
- i. Compiles and Organizes Inspector Daily Reports.
- j. Prepared Punch List and coordinates its completion/sign off.
- k. Works with inspector to resolve issues in the field with field changes. Coordinate with the City as needed to resolve.
- l. Responsible for complete As-built records.
- m. Review T&M Extra Work Bills.
- n. Assists with Closeout including redline review, document turnover and miscellaneous forms to certify materials and budget.

TASK 904.2 – ADMINISTRATION SUPPORT

Coordinate RFI's and document control. Assist with Closeout including document turnover and miscellaneous forms to certify materials and budget.

TASK 904.3 – INSPECTION (PREVAILING WAGE)

Prepare inspection of contractors work as dictated by approved plans and specifications. Prepare daily inspection reports to support work performed by contractor and measurement and tracking of quantities of work completed.

FEE ESTIMATE

The not to exceed time and materials cost estimate for performing the tasks described above is \$86,210. A detailed level of effort for Engineering Design Services is provided in **Exhibit A**.

The Harris team is ready and can start immediately upon issuance of Notice to Proceed (NTP). Please feel free to contact me directly should you have any questions regarding this scope of work and cost estimate.

Sincerely,

Harris & Associates, Inc.



Frank S. Lopez, PE, QSD

Vice President, Engineering Consulting

(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Exhibit A – Fee Estimate

Exhibit B – Fee CM Level of Effort

City of Seaside
Amendment #9 – Engineering Design Services and Construction
Management Services for the Seaside Roadway Rehabilitation Project



Harris & Associates

FEE ESTIMATE

Task/Subtask	Harris & Associates			Subtotals
	PIC/QC Manager \$290.00	Project Manager \$180.00	Design Engineer \$140.00	
Engineering Design Services				
Task 901 Project Management				
901.1 Project Management	0	8	0	\$1,440
901.2 Meetings	0	2	0	\$360
Subtotal Hours =	0	10	0	10
Task 901 Subtotal (\$) =	\$0	\$1,800	\$0	\$1,800
Task 902 Striping Plans-Auto Mall and North Highlands				
902.1 Striping Plans-Auto Mall and North Highlands	0	8	40	\$7,040
902.2 Quantities for Change Order	0	4	8	\$1,840
902.3 Quality Control Review	2	4	0	\$1,300
Subtotal Hours =	2	16	48	66
Task 902 Subtotal (\$) =	\$580	\$2,880	\$6,720	\$10,180
Task 903 Engineering Services During Construction				
903.1 Additional Design Support	0	8	40	\$7,040
Subtotal Hours =	0	8	40	48
Task 903 Subtotal (\$) =	\$0	\$1,440	\$5,600	\$7,040
Task 904 Construction Management				
904.1 Construction Manager/Construction Support	Refer to Exhibit A for CM Level of Effort			\$13,440
904.2 Administration Support				\$2,400
904.3 Inspection (Prevailing Wage)				\$48,750
EX Direct Expenses (Vehicles)				\$1,500
PCE-P2 Pacific Crest Engineering				
Materials Inspection/Testing				\$1,000
Sub Markup (10%)				\$100
Total Construction Management Services=				\$67,190
Total Hours by Classification =	2	34	88	124
Total (\$) by Classification =	\$580	\$6,120	\$12,320	\$19,020
Percentage of Time Allocated (by hours) =	2%	27%	71%	
Total (\$) =	\$19,020			\$86,210
Total =				\$86,210

- 1 Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- 2 Hours and fee may be renegotiated if additional scope is added.
- 3 City comments will be presented to Harris in one consolidated set of marked-up documents and/or letter form.
- 4 Detailed Environmental studies are not included. This project is anticipated to be categorically exempt.
- 5 Construction Period is assumed to be approximately 5 weeks.
- 6 Standard 8 hour work day, 5 days per week; no holidays have been included.
- 7 Overtime hours, if necessary, to be determined; may require task order amendment/additional task order.

City of Seaside
2021-2022 Seaside Roadway Rehabilitation Project
EXHIBIT B - CONSTRUCTION SUPPORT SERVICES

		2022					Total
	Rate	Sept	Oct	Nov	Dec	Days	
		21	20	20	21	Days	
HARRIS		168	160	160	168	Hours	
Dana Van Horn	\$ 210.00	24	40	40	42	64	\$ 13,440
Construction Mgr/Constr Support							
TBD	\$ 195.00	184	66	66	66	250	\$ 48,750
Inspector - PW							
TBD	\$ 120.00	10	10	10	10	20	\$ 2,400
Admin Support							
Inspector Vehicle	\$ 1,200.00	1	0.25	0.25	0.25	1.25	\$ 1,500
							\$ 66,090
SUBCONSULTANT							
Pacific Crest Engineering							\$ 1,000
Materials Inspection/Testing					markup @ 10%		\$ 100
							\$ 1,100
Total							\$ 67,190

Assumptions:

1. Construction period is assumed to be approximately 5 weeks
2. Standard 8 hour work day, 5 days per week; no holidays have been included
3. Overtime hours, if necessary, to be determined; may require task order amendment/additional task order.