



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, June 1, 2023

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
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	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. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR, DAN MEEWIS)**

**B. PRESENTATION FROM ENVIRONMENTAL INNOVATIONS REGARDING
BUSINESS OUTREACH EFFORTS (BROOKE WRIGHT AND JAKKI
CASTORENA-DAVILA)**

8. CONSENT AGENDA

A. APPROVE MINUTES FROM MAY 18, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE A PROCLAMATION DECLARING THE WEEK OF JUNE 19-25, 2023 AS POLLINATOR WEEK

RECOMMENDATION: Approve a proclamation declaring the week of June 19-25, 2023 as Pollinator Week in the City of Seaside.

C. APPROVE APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

RECOMMENDATION: Accept the appointment of Karla Lobo to the Parks & Recreation Commission as recommended by the Mayor.

D. ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 2.48% RATE INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2023, ACCORDING TO THE INDEX BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY, INC.

RECOMMENDATION: Adopt a resolution increasing the GreenWaste collection rate by the contractually required rate of 2.48%.

E. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGEN MONTEREY AND ITS MEMBER AGENCIES REGARDING COSTS OF IMPLEMENTING ORGANIC WASTE RECYCLING LAWS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign an amendment to the Memorandum of Understanding with ReGen Monterey for assistance with compliance with SB 1383.

F. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2023-2024 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION: Adopt a resolution authorizing staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorizing the SB1 Project List to be funded in part with fiscal year (FY) 2023-24 Road Maintenance Repair and Accountability (RMRA) Revenues.

G. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS PROJECT, APPROPRIATING \$164,752.00 FROM THE GENERAL FUND TO THE PROJECT, AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT EXCEED \$325,990.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$358,589.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Lincoln Cunningham Park Basketball Court Improvements Project; appropriating \$164,752.00 from the General Fund to the project budget; awarding a construction agreement to Monterey Peninsula Engineering for an amount not to exceed \$325,990.00; establishing a 10% construction contingency for a total project construction amount not to exceed of \$358,589.00; authorizing the City Manager to execute the construction contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$69,801.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project for an amount not to exceed \$69,801.00.

I. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE LOCAL REUSE AUTHORITY (LRA) TO EXECUTE A QUIT CLAIM DEED TO TRANSFER PARCEL E29A.1 TO THE CITY OF DEL REY OAKS (CEQA CATEGORICALLY EXEMPT SECTION 15312)

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Quit Claim Deed for Parcel E29a.1 to the City of Del Rey Oaks City Council (acting as the Local Reuse Authority (LRA) and successor to the Fort Ord Reuse Authority).

J. ADOPT A RESOLUTION APPROPRIATING AND ENCUMBERING \$86,600.00 FROM THE POMA FUND BALANCE FOR THE PURCHASE OF TWO (2) PICKUP TRUCKS FROM THE FORD STORE MONTEREY FOR USE ON THE PRESIDIO OF MONTEREY ANNEX

RECOMMENDATION: Adopt a resolution to appropriate and encumber \$86,600.00 from the POMA Fund Balance for the purchase of a two (2) new pick-up trucks for use within the Maintenance and Utilities Division specifically for the Presidio of Monterey Annex (POMA) federal contract and to be reimbursed by the Intergovernmental Services Agreement (IGSA) Contract.

K. ADOPT A RESOLUTION AUTHORIZING EXTENSION OF THE FACADE LOCAL IMPROVEMENT PROGRAM (FLIP) SEASIDE PROGRAM DEADLINE UNTIL JUNE 30, 2024 AND APPROVING CARRYOVER OF THE REMAINING ACTUAL BALANCE OF THE FLIP SEASIDE FUNDS TO FY23-24

RECOMMENDATION: Adopt a resolution authorizing extension of the FLIP Seaside facade improvement program deadline until June 30, 2024 and approving carryover of the remaining actual balance of FLIP Seaside funds to FY23-24.

L. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR

COMMUNITY OUTREACH FOR THE LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS MASTER PLANS PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,600.00

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Whitson Engineers to perform community outreach for the Lincoln Cunningham and Havana Soliz Parks Master Plans Project for an amount not to exceed \$18,600.00.

M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Carmel Fire Protection Services for \$100,000.00.

9. PUBLIC HEARING

A. ADOPT AN ORDINANCE AMENDING THE ZONING MAP FOR THE PROPERTY LOCATED AT 1620 BROADWAY AVENUE (SECOND READING - ROLL CALL VOTE) (CEQA CLASS 32 EXEMPTION)

RECOMMENDATION: Adopt an ordinance approving a Zoning Map Amendment for 1620 Broadway Avenue.

B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 12.04 STREET EXCAVATIONS AND ESTABLISHING A MORATORIUM AGAINST CUTS ON RECENTLY RESURFACED STREETS WITHIN THREE TO FIVE YEARS (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce ordinance, open public hearing, and pass to print the draft ordinance amending Chapter 12.04 Street Excavations of the Seaside Municipal Code updating inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance and establishing Sections 12.04.100, 12.04.110, 12.04.120 relating to a moratorium against cuts on newly improved streets, moratorium permit requirements, and moratorium restoration requirements.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION ESTABLISHING APPLICATION PROCEDURES FOR MOBILE FOOD VENDORS AND LIMITING THE NUMBER OF MOBILE FOOD VENDORS ALLOWED TO OPERATE IN THE CITY

RECOMMENDATION: Adopt a resolution establishing application procedures for mobile food vendors and limiting the number of mobile food vendors allowed to operate in the City

B. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INCORPORATED TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FY 2022/2023 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$385,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional service agreement with Pavement Engineering Incorporated to provide engineering design services for the FY 2022/2023 Pavement Rehabilitation Project for an amount not to exceed \$385,000.00.

C. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INCORPORATED TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE "HOT SPOT" PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$93,650.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional service agreement with Pavement Engineering Incorporated to provide engineering design services for the "Hot Spot" Pavement Repair Project for an amount not to exceed \$93,650.00.

D. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT, APPROPRIATING \$99,938.00 FROM THE GENERAL FUND TO THE PROJECT, AWARDED A CONSTRUCTION CONTRACT TO COASTAL PAVING AND EXCAVATING INC. FOR AN AMOUNT NOT TO EXCEED \$158,417.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$182,180.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for Ord Terrace Elementary School Crossing Improvement Project, appropriating \$99,938.00 from the General Fund to the project, awarding a construction contract to Coastal Paving and Excavating Inc. for an amount not to exceed \$158,417.00, establishing a 15% contingency for a total project construction amount of \$182,180.00, and authorizing the City Manager to execute the construction contract and 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.

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$39,383.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Ord Terrace Elementary School Crossing Improvements Project for an amount not to exceed \$39,383.00.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

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

RECOMMENDATION: Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)
Agency Negotiators: City Manager, et. al
Negotiating Parties: Danny Bakewell Jr., et. al. and City of Seaside
Under Negotiation: Purchase and Sale Agreement Terms

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

Property: A portion of APN 031-151-055 located to the east of General Jim Moore Blvd./Generally South of Lightfighter commonly referred to as the Presidio of Monterey Fire Station
Agency Negotiators: City Manager, et. al.
Negotiating Parties: US Army and City of Seaside
Under Negotiation: price, terms of payment or both

**C. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS PURSUANT TO
GOVERNMENT CODE 54956.8**

Property: A thirty foot (30') wide strip crossing a portion of APN 031-152-007, 031-151-064 and/or 031-211-003 totally approximately 3.72 acres located generally along the most easterly boundary of the City of Seaside (more commonly referred to as Pure Water Monterey Expansion Land for pipelines and access)
Agency Negotiators: City Manager, et al.

Negotiating Parties: Monterey 1 Water and City of Seaside
Under Negotiation: price, terms of payment or both

**D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
54956.9- POTENTIAL LITIGATION (2 MATTERS)**

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 15, 2023
5:00 PM

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

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

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



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, May 18, 2023
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: Burks, Oglesby, Pacheco, Miller
ABSENT: Garcia-Arrazola

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Rev. Kenneth Murray, Ocean View Baptist Church.
The pledge was led by Council Member Burks.

4. REVIEW OF AGENDA

A presentation to honor Ms. Jackie Robinson, and proclamations for Ms. Valerie Castile and National Police Week were added to the agenda by the following roll call vote:

AYES: Burks, Oglesby, Pacheco, Miller
NOES: None
ABSTAIN: None
ABSENT: Garcia-Arrazola

5. PUBLIC COMMENT

Annalisa Mitchell, Eugene C?, Robin Owens, Janelle Lafawn, Pastor Ronald Britt, Steven Goings, Ann Marie Pagan, Rev. Kenneth Murray, Tanja Roos

6. PUBLIC AGENCY COMMUNICATIONS

A. FIREWORKS ENFORCEMENT UPDATE (POLICE CHIEF NICHOLAS BORGES)

Chief Borges provided an update to the Council regarding plans for fireworks enforcement and reiterated the effectiveness for residents affected by illegal fireworks to contact the hotlines and 24/7 numbers.

Fireworks Enforcement Hotlines open on July 4 and are as follows, 831-899-6756, 831-899-6747, and 831-899-6748 (available now). Police dispatch can be reached at 831-394-6811 (available now), and 831-769-8888. Residents can send a text to 831-242-0435.

7. PRESENTATIONS

A presentation honoring the life of Ms. Jackie Robinson was given by the Mayor, including comments from the Robinson Family and a prayer of comfort from her Pastor, Rev. Harold Lusk (Bethel Missionary Baptist Church).

**A. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR, DAN MEEWIS)**

Director Meewis provided a presentation and reviewed the following upcoming events:

- International Festival – May 20 – City Hall Lawn
- Free smoke alarm installation – May 20 – Sonoma Ave, Fremont Blvd, Canyon Del Rey Blvd, and Charles Ave.
- City Council Budget Study Sessions – May 30 & 31 at 6pm
- Environmental Assessment for the Naval Innovation Center at Naval Postgraduate School – Public Comment ends May 31 – <https://nicnmontereyea.com/public-comment>
- Baseball & Softball Summer league – registration ends May 31 – gojrgiants.org
- Tree Giveaway – Seaside Residents – bit.ly/seasidefreetree23
- Community Survey for Seaside Parks & Recreation Master Plan – surveymonkey.com/r/Seasideparks
- Seaside Parks & Recreation Master Plan Open House – June 8 – Oldemeyer Center
- Community Open House – June 10 – City Hall Lawn 12-4pm
- Farmer's Market – Projected for June 15 (Vendors wanted!) – everyonesharvest.org
- Community Workshop for the Revised Public Draft Plan & 6th Cycle Housing Element Release – June 22 – Oldemeyer Center, 6-8pm
- Exotics on Broadway – August 19 – Broadway Ave 1-6pm
- Family & Community Support Program – (831) 899-6852
- Friends of Seaside Parks Association Park Clean Ups – May 20, 27, June 3, June 10
- Monterey Bay F.C. Home Games – May 20, 31, June 3, June 24

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Fire Chief Mary Gutierrez, announced that on Saturday, May 20, in collaboration with MPC, the Fire Department will be hosting the first girl Fire boot camps for 33 participants.

**B. GENERAL PLAN 2040 PROGRESS REPORT (ECONOMIC DEVELOPMENT
AND COMMUNITY PLANNING MANAGER, ANDREW MYRICK & HOUSING
PROGRAM MANAGER ALEXIA RAPOPORT)**

Program Managers Myrick and Rapoport provided a joint presentation which reviewed the background of the General Plan 2040 that was last updated in 2004 and began

the process in 2015. The General Plan update is currently at the stage of the draft general plan and will proceed to the Environmental Initial Review and the Final General Plan, staff will continue its community engagement efforts. The following plans have been to solicit and collect community feedback:

- The Revised Public Draft will be circulated for public review and comment from May 22, 2023 through June 26, 2023.
- Outreach Activities will include:
 - City Commissions
 - Planning Commission
 - Public Workshops: virtual June 20th 6pm-8pm and in-person June 22nd 6pm-8pm at the Oldemeyer Center
 - City Presence at Community Events
 - Outreach via Community Partners
 - Post Revised Draft Online for Review

* Materials and community workshops will be available in English/Spanish.

C. CONCEPT REVIEW FOR FREMONT CENTER MEDIANS (NISHA PATEL, PUBLIC WORK DIRECTOR/ CITY ENGINEER)

Director Patel provided a presentation and reviewed the condition of the center divider medians along Fremont Avenue from 2008-2019, the observations made regarding the different treatments that have been installed, the proposed concept includes an effort to maintain all existing trees, Cobblestone paving for all areas under 6-ft wide (turn pockets), Approximately 10,800 Sq-Ft, Artificial turf in all wider areas: Provides a uniform appearance and texture, Serves as a weed barrier as well, Approximately 31,300 Sq-Ft.

D. HUMAN RESOURCES UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

HR Analyst Sakhrani, HR Administrative Assistant Vanessa Gonzalez, and HR Sr. Administrative Assistant Melissa Failuaga provided a presentation that the activities conducted by the department from January – April, absent an HR Director.

8. CONSENT AGENDA

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda as presented, in addition to the items added during the review of agenda: Approve Proclamations for National Police Week and appreciation for Valerie Castile.

There were no items pulled or comments from the public. The City Clerk attempted to receive public comment from a member of the public that was participating via Zoom, identified as "Marissa"; however, after several attempts, there was no response.

RESULT: 4-0-0-1

AYES: Burks, Oglesby, Pacheco, Miller

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

A. APPROVE MINUTES FROM APRIL 20, 2023

ACTION: Approved

B. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2023

ACTION: Accepted & Filed

C. APPROVE PROCLAMATION DECLARING MAY 21 - 27, 2023, AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

ACTION: Approved

D. APPROVE A FEE WAIVER FROM THE "RECOGNIZING MILITARY SERVICE CENTER" FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR BLACK HISTORY IS AMERICAN HISTORY EVENT ON FEBRUARY 03, 2024

ACTION: Approved

E. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH ON JANUARY 27, 2024

ACTION: Approved

F. APPROVE THE NON-PROFIT VENDOR LIST AND LOCATIONS FOR THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE FROM JUNE 28 - JULY 5 BY MONTEREY BAY CHRISTIAN CENTER, SEASIDE AQUATIC CLUB INC., WORLD OUTREACH SERVICES INC., MONTEREY CONDORS CLUB, THE VILLAGE PROJECT AND IGLESIA VIDA CAMINO VERDAD OF THE ASSEMBLIES OF GOD

ACTION: Approved

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE SEASIDE AQUATICS CLUB FOR A FIREWORKS BOOTH ON A CITY-OWNED PARKING LOT LOCATED AT 490 BROADWAY AVENUE

ACTION: Adopted Reso #23-79

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE VILLAGE PROJECT INC. FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY LOCATED AT 1271 CANYON DEL REY BOULEVARD

ACTION: Adopted Reso #23-80

- I. ADOPT A RESOLUTION APPROVING CLASSIFICATION ADJUSTMENTS FOR THE POSITION OF ASSISTANT PUBLIC WORKS DIRECTOR**

ACTION: Adopted Reso #23-81

- J. ADOPT A RESOLUTION APPROVING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR THE ALLOCATION OF FUNDING AS APPROVED BY THE TAMC BOARD OF DIRECTORS**

ACTION: Adopted Reso #23-82

- K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR STORM DRAIN IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$11,040.00, AND APPROPRIATING \$11,040.00 FROM THE GENERAL FUND TO THE PROJECT BUDGET**

ACTION: Adopted Reso #23-83

- L. ADOPT A RESOLUTION APPROVING THE ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT WITH KB-BAKEWELL SEASIDE VENTURE II, LLC FOR CAMPUS TOWN**

ACTION: Adopted Reso #23-84

- M. ADOPT A RESOLUTION AUTHORIZING THE CALIFORNIA COASTAL COMMISSION TO BE THE LEAD AGENCY FOR A CONSOLIDATED COASTAL DEVELOPMENT PERMIT APPLICATION FOR THE CALIFORNIA BROADBAND MIDDLE MILE NETWORK PROJECT**

ACTION: Adopted Reso #23-85

- N. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE RECREATIONAL TRAILS PROGRAM IN THE AMOUNT OF \$1.6 MILLION DOLLARS WITH A 12% MATCH OF CITY FUNDS TO IMPLEMENT PROJECT UNDER THE RECREATIONAL TRAILS PROGRAM**

ACTION: Adopted Reso #23-86

- O. APPROVE A PROCLAMATION RECOGNIZING NATIONAL POLICE WEEK FROM MAY 15-21, 2023.**

ACTION: Proclaimed

P. APPROVE A PROCLAMATION RECOGNIZING VALERIE CASTILE, CHIEF EXECUTIVE OFFICER OF THE PHILANDRO CASTILO RELIEF FOUNDATION

ACTION: Proclaimed

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT AND CONDUCT A FIRST READING OF AN ORDINANCE AMENDING THE ZONING MAP FOR THE PROPERTY LOCATED AT 1620 BROADWAY AVENUE (FIRST READING - ROLL CALL VOTE) (CEQA CLASS 32 EXEMPTION)

Community & Economic Development Planning Manager Andrew Myrick presented the item and reviewed the general plan amendment that would change the General Plan Land Use Designation to High-Density Residential, change Zoning Designation to High-Density Residential, and would allow residential units without need to subdivide, and also to be consistent with surrounding zoning/uses; the site is located near mass transit lines and is unlikely that full site would be redeveloped.

Public Comment: Miriam Smith, Lisanne Sawhney, Rev. Harold Lusk, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, the City Council/Successor Agency moved to adopt a resolution approving a General Plan amendment; and conducted a first reading of an ordinance approving a Zoning Map Amendment for 1620 Broadway Avenue.

RESULT: 4-0-0-1

AYES: Burks, Oglesby, Pacheco, Miller

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #23-87; 2ND Reading to be held on June 1, 2023.

10. BUSINESS ITEMS

A. REVIEW REQUEST FOR QUALIFICATIONS (RFQ) FOR CITY LOBBYIST

City Manager Fontes provided a presentation that reviewed the Council's request, provided a contrast between Request for Qualifications and Request for Proposals, and described the desired services to include Federal, State & Regional Advocacy and Grant Support, professional advocacy, lobbying and grant writing services; capable of maneuvering and influencing the regional, state, and federal political landscapes to implement the city's strategic priorities; also seeking grant writing services are also needed to help track, identify, and write grant proposals for the

most appropriate funding opportunities.

Public Comment: Karla Lobo, Dianne Nielson

The Council provided feedback on criteria they wanted included in the request for qualifications proposal including a firm that can offer grant writing and management services; effectively advocating on behalf of the City. Staff was directed to bring back a draft for the Council to review and approve.

B. CONSIDER CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO PAUSE THE CALLS "KNOW YOUR RIGHTS" TRAINING AT SOPER FIELD COMMUNITY CENTER ON MAY 20, 2023

Director Meewis provided a presentation that reviewed the fee waiver request an organization to host an event called Pause the Calls – a “know your rights” training on May 20, 2023.

Public Comment: Ann Marie Pagan, Karla Lobo, Rev. Harold Lusk, Steven Goings

There was no motion for action and therefore the matter was denied.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

There were no new Council Member Requests.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes provided a follow up report on the City’s planned efforts to improve and increase participation in the CalFresh program with Recreation Director Meewis taking lead; and how the City plans to show support the Monterey Bay Football Club after their game wins.

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

Reports provided.

13. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 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

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

People v. Arzadon
Monterey County Superior Court
Case: 20CV003118

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9- POTENTIAL LITIGATION (2 MATTERS)

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:07 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Beth Rocha, Senior Planner

DATE: June 1, 2023

SUBJECT: APPROVE A PROCLAMATION DECLARING THE WEEK OF JUNE 19-25, 2023 AS POLLINATOR WEEK

RECOMMENDATION

Approve a proclamation declaring the week of June 19-25, 2023 as Pollinator Week in the City of Seaside.

BACKGROUND

The City of Seaside became a BEE CITY Affiliate on April 4, 2019 and has established pollinator habitats in parks across the city in collaboration with Friends of Seaside Parks Association, Sustainable Seaside, the Environmental Commission, and community volunteers.

FISCAL IMPACT

None.

ATTACHMENTS

1. 2023 Proclamation for Pollinator Week
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes".

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Pollinator Week June 19-25, 2023

WHEREAS, in 2009 the U.S. Senate's unanimous approval and designation of a week in June as "National Pollinator Week" marked a necessary step toward addressing the urgent issue of declining pollinator populations; and

WHEREAS, Pollinator Week has grown into an international celebration of the valuable ecosystem services provided by bees, birds, butterflies, bats and beetles; and

WHEREAS, pollinator species are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary to maintain healthy, diverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for trees and other plants in the community, enhancing quality of life and creating recreational and economic development opportunities; and

WHEREAS, the City of Seaside became a BEE CITY USA Affiliate on April 4, 2019 and committed to increase pollinator awareness and create supporting habitats; and

WHEREAS, the first Seaside Pollinator Garden Parks tour was held on Saturday October 2, 2021 and included eight parks; and

WHEREAS, under the collaborative guidance of the Friends of Seaside Parks Association, Sustainable Seaside, and the city's Environmental Commission, volunteers have been integral to the success of pollinator habitats in the City of Seaside, establishing and maintaining thousands of California native plants and more than 30 trees in public spaces since 2019; and

WHEREAS, the City of Seaside provides recommendations to developers and residents regarding California native plant landscaping to promote conservation stewardship, and will

continue to promote information regarding the protection of pollinators and maintenance of their habitats in urban and suburban environments.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim June 19th – 25th, 2023 as ***"Pollinator Week"*** in the City of Seaside, and I urge all citizens to celebrate Pollinator Week and to support efforts to enhance native pollinator habitats, and further, I urge all citizens to plant native species that support diverse, critical pollinator species to promote the well-being of this and future generations.

Ian N. Oglesby, Mayor
June 1, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: June 1, 2023

**SUBJECT: APPROVE APPOINTMENT TO THE PARKS AND RECREATION
COMMISSION**

RECOMMENDATION

Accept the appointment of Karla Lobo to the Parks & Recreation Commission as recommended by the Mayor.

BACKGROUND

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

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

The Mayor has made the following appointments:

APPLICANT	ADVISORY BODY
Karla Lobo	Parks & Recreation Commission

FISCAL IMPACT

None

ATTACHMENTS

1. Appointee Application - Karla Lobo
-

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 name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 4/18/2023 8:16 AM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Homeless Commission, Parks and Recreation Commission, Community Development Advisory Committee, Youth Commission, Community Safety Advisory Committee
Name	Karla Lobo
Email Address	Lobopathways@gmail.com
Address	2050 Baldwin Ct.
City	Seaside
State	Ca
Zip Code	93955
Phone Number	8312248005
Alternate Phone Number	<i>Field not completed.</i>
Please list your background, education, experience, and special skills:	I have an intensive and creational background in variety industries and an array of knowledge in community organizing.
Are you willing to file Statements of Economic Interest (Form 700)?	Yes
Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)	Yes
Comments:	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.

Electronic Signature	Karla Lobo
----------------------	------------

Date	4/18/2023
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Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name	Field not completed.
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Ethnic Origin	Field not completed.
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Email not displaying correctly? [View it in your browser.](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: June 1, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 2.48%
RATE INCREASE IN THE COLLECTION OF SOLID WASTE,
RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2023,
ACCORDING TO THE INDEX BASED RATE ADJUSTMENT
CALCULATION OF THE FRANCHISE AGREEMENT WITH
GREENWASTE RECOVERY, INC.**

RECOMMENDATION

Adopt a resolution increasing the GreenWaste collection rate by the contractually required rate of 2.48%.

BACKGROUND

On June 19, 2014, the City Council adopted Resolution No. 14-54 and entered into a new exclusive 15 year Franchise Agreement (Agreement) with GreenWaste Recovery to provide solid waste, recycling, and organics collection services for the City of Seaside.

The Agreement provides a prescribed formula to determine annual rate adjustments, which become effective July 1st of each year. The formula includes the cost of disposal and processing ("tipping fee") at the Monterey Regional Waste Management District facility in Marina, inflationary indexes for adjustments to labor and operating costs, the cost of the City's Franchise Fee of 15%, and other regulatory fees. A 2.48% increase (the result of a \$157,697 shortfall in revenues) to rates is calculated for the next period. As an example, the residential 32-gallon rate will increase from \$25.35 to \$25.97, a total of \$0.62. "EXHIBIT C" shows the rate schedule effective July 1, 2023. City staff, in tandem with the Monterey Regional Waste Management District staff and HF&H, finds the rate calculation methodology to be consistent with the Agreement. Therefore, staff recommends Council approve the rate adjustment, which becomes effective on July 1,

2023, in accordance with the Agreement.

FISCAL IMPACT

Any rate adjustments that result from the index based rate adjustment would change costs to rate payers but will have no effect on City expenses. The Franchise Agreement has a 15% franchise fee of gross receipts. Any rate change provides a corresponding change in franchise fee revenue.

ATTACHMENTS

1. Resolution
 2. Exhibit A - Resolution 14-54 Approving the Franchise Agreement
 3. Exhibit B - Rate Adjustment Methodology
 4. Exhibit C - Proposed Rates
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN INCREASE TO THE CHARGES BY THE CITY'S FRANCHISED HAULER, GREENWASTE RECOVERY, FOR THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS, EFFECTIVE JULY 1, 2023

WHEREAS, the City of Seaside (City) entered into a Franchise Agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

WHEREAS, Section 8.2 of the Franchise Agreement requires annual inflationary adjustments to customer rates on July 1 of each year, as described in Exhibit E1 to the Agreement, based upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District on behalf of all of its member jurisdictions to assist with a review of GWR's request for an adjustment to customer rates submitted to the City on April 1, 2023; and,

WHEREAS, HF&H's calculation of the rate adjustments have been reviewed by City staff, and staff finds the calculations to be consistent with the methodology and requirements of the Franchise Agreement; and

WHEREAS, the rate review resulted in a 2.48% rate increase; and

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Seaside hereby approves a 2.48% increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling, and organics, effective on July 1, 2023, as shown in Exhibit C.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of June 2023.

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

RESOLUTION NO. 14-54**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY**

WHEREAS, the City Council of the City of Seaside has a Franchise Agreement with the Waste Management, Inc. that is expiring in May 2015; and

WHEREAS, the City of Seaside staff has participated on the Monterey Regional Waste Management District's Technical Advisory Committee for several years; and

WHEREAS, the Technical Advisory Committee has conducted a thorough request for proposal process, reviewed all proposals received, and unanimously selected GreenWaste Recovery as the best proposal; and

WHEREAS, the City Council of the City of Seaside received a presentation by GreenWaste Recovery and a presentation by Waste Management, Inc. regarding the provision of garbage, recycling, and organics collection through a new franchise agreement; and

WHEREAS, on January 29, 2014, the City Council approved a resolution authorizing staff to negotiate a franchise agreement with GreenWaste Recovery; and

WHEREAS, the City Council has received public comment and reviewed and discussed the agreement at the June 5, 2014 Study Session

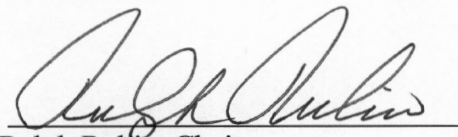
NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign the final agreement with GreenWaste for the Franchise Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of June, 2014 by the following vote:

AYES: 5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES: 0	COUNCIL MEMBERS	None
ABSENT: 0	COUNCIL MEMBERS	None
ABSTAIN: 0	COUNCIL MEMBERS	None

ATTEST:


Lesley E. Milton, City Clerk


Ralph Rubio, Chair

**EXHIBIT E1:
RATE ADJUSTMENT METHODOLOGY
MULTI-INDEX RATE ADJUSTMENT METHODOLOGY**



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A handwritten signature in black ink, consisting of a stylized 'S' followed by a circled 'A'.

EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

General

The multi-index Rate adjustment methodology involves inflating: (1) the operating component of Rates for the current Rate Period by the CPI, ECI, and Fuel Index; and, (2) the disposal, processing, and fee components of the Rates by the actual changes to those components, to determine the Rates for the coming Rate Period. The intent of performing the multi-index-based adjustment is to allow Contractor's Compensation to be adjusted throughout the Term of this Agreement (giving consideration to those specific cost categories of "fuel" and "labor" that may be more volatile than the CPI) using simple, readily available indicators of changes in Contractor's costs for providing service.

If the ECI, CPI, or Fuel Index is discontinued or revised during the Term by the BLS, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if said index had not been discontinued or revised.

Calculation

Contractor shall calculate the adjustment to their Rates using the following methodology:

Step 1: Calculate the "Operating Component Factor" or "OCF".

Step 1a: Calculate the Labor-Related Factor of the OCF by calculating the Annual Percentage Change in the ECI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1b: Calculate the Fuel Factor of the OCF by calculating the Annual Percentage Change in the Fuel Index. The factor shall be rounded to the nearest tenth (10th) percent. If Contractor purchases CNG from the MRWMD, either Agency or Contractor may require that the percentage change in the Fuel Index be replaced by the percentage change in the annual average per unit price of fuel. The annual average per unit price of fuel shall be calculated based on the total fuel expense in the most recently completed calendar year divided by the number of units purchased in that same period. The percentage change shall consider the average unit price in the most recently completed calendar year compared to the calendar year immediately preceding. For the purposes of the first such adjustment, Contractor's Proposal assumed a Diesel Gallon Equivalent price of \$1.696.

Step 1c: Calculate the Other Factor of the OCF by calculating the Annual Percentage Change in the CPI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1d: Calculate the OCF, rounded to the nearest tenth (10th) percent, as follows:

$$\text{OCF} = (17.4\% \times \text{Labor-Related Factor calculated in Step 1a above}) + (3.2\% \times \text{Fuel Factor calculated in Step 1b above}) + (79.4\% \times \text{Other Factor calculated in Step 1c above})$$

For example, assuming:

1. Proposed labor-related costs are 17.4% of proposed total annual operating costs.



EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

2. Proposed fuel costs are 3.2% of proposed total annual operating costs.
3. Proposed other costs are 79.4% of proposed total annual operating costs.
4. Labor-Related Factor = 3% (calculated in Step 1a)
5. Fuel Factor = 17% (calculated in Step 1b)
6. Other Factor = 1% (calculated in Step 1c)
7. $OCF = (17.4\% \times 3\%) + (3.2\% \times 17\%) + (79.4\% \times 1\%) = 0.0186 = 1.9\%$

Step 2: Calculate the adjusted Operating Component, rounded to the nearest cent, for each Rate as follows:

Adjusted Operating Component = Then-current Operating Component $\times$ (1 + OCF)

For example, assuming:

1. Then-current Operating Component = \$50.00
 2. OCF = 1.9%
- Adjusted Operating Component = $\$50.00 \times (1 + 0.019) = \50.95

Step 3: Calculate the adjusted Disposal Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of Disposal at the Approved Disposal Facility. This “step 3” shall only be applied to Solid Waste Rates. The adjustment shall be calculated as follows:

Adjusted Disposal Component = Then-current Disposal Component $\times$ [(Current Approved Disposal Facility Tipping Fee $\times$ Most Recent 12-month Tonnage + Interim Tipping Fee Increment $\times$ Actual Tonnage at Interim Tipping Fee) / (Prior Approved Disposal Facility Tipping Fee $\times$ Prior 12-month Tonnage)]

For example, assuming:

1. Then-current Disposal Component = \$20.00
 2. Current Approved Disposal Facility Tipping Fee = \$50.00 per Ton
 3. Most Recent 12-month Tonnage = 1,050
 4. Interim Tipping Fee Increment = \$3.75
 5. Actual Tonnage at Interim Tipping Fee = 525
 6. Prior Approved Disposal Facility Tipping Fee = \$46.25 per Ton
 7. Prior 12-month Tonnage = 1,000
- Adjusted Disposal Component = $\$20.00 \times [(\$50.00 \times 1,050 + \$3.75 \times 525) / (\$46.25 \times 1,000)] = \$23.55$

Step 4: Calculate the adjusted Processing Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of or rebate from Processing at an Approved Processing Facility. This “step 4” shall not be applied to Solid Waste Rates, unless the Solid Waste Rates includes the cost and/or revenue associated with processing Recyclable and/or Organic Materials. The processing component Rate Adjustment Factor shall not exceed the Annual Percentage Change in CPI for any facility owned and operated by Contractor or their Subcontractor. The adjustment shall be calculated as follows:



EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

Adjusted Processing Component = Then-current Processing Component x [(Current Approved Processing Facility Tipping Fee x Most Recent 12-month Tonnage + Interim Tipping Fee Increment x Actual Tonnage at Interim Tipping Fee) / (Prior Approved Processing Facility Tipping Fee x Prior 12-month Tonnage)]

For example, assuming:

1. Then-current Processing Component = \$2.00
2. Current Approved Processing Facility Tipping Fee = \$16.00 per Ton
3. Most Recent 12-month Tonnage = 900
4. Interim Tipping Fee Increment = \$1.00
5. Actual Tonnage at Interim Tipping Fee = 500
6. Prior Approved Processing Facility Tipping Fee = \$15.00 per Ton
7. Prior 12-month Tonnage = 1,000

Adjusted Processing Component = $\$2.00 \times [(\$16.00 \times 900 + \$1.00 \times 500) / (\$15.00 \times 1,000)] = \$1.99$

Step 5: Calculate the adjusted Fee Component, rounded to the nearest cent, for each Rate. The adjusted Fee Component of each Rate shall be calculated as follows:

Adjusted Fee Component = Then-current Fee Component x (1+OCF)

For example, assuming:

1. Then-current Fee Component = \$5.00
2. OCF = 1.9%

Adjusted Fee Component = $\$5.00 \times (1 + 0.019) = \5.10

Step 6: Calculate the adjusted value for each Rate charged under this Agreement. Adjusted Rates shall be calculated as follows:

Adjusted Rate = Adjusted Operating Component + (Adjusted Disposal Component OR Adjusted Processing Component) + Adjusted Fee Component

For example, assuming:

1. The Rate being adjusted is a Solid Waste Collection Rate
2. Adjusted Operating Component = \$50.95 (as calculated in Step 2)
3. Adjusted Disposal Component = \$22.70 (as calculated in Step 3)
4. Adjusted Fee Component = \$5.20 (as calculated in Step 5)

Adjusted Rate = $\$50.95 + \$23.55 + \$5.10 = \79.60



Exhibit G-3 Rates Effective July 1, 2023

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$25.97	Included	Included
Curbside 64 Gallon	\$32.47	Included	Included
Curbside 96 Gallon	\$38.96	Included	Included
Low Income Rate	\$20.78	Included	Included
Senior Rate	\$12.51	Included	Included
Notes:			
See Exhibit B1 for specific service availability			
Vacation hold charge shall equal 75% of normal rate divided by 4, per week.			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$27.91	\$61.40	\$92.10	\$122.80	\$153.50	\$184.20
64-Gallon Cart	\$55.88	\$122.93	\$184.40	\$245.86	\$307.33	\$368.79
96-Gallon Cart	\$83.79	\$184.33	\$276.50	\$368.66	\$460.83	\$552.99
1-Cubic Yard Bin	\$110.49	\$237.96	\$351.04	\$444.01	\$554.50	\$645.15
2-Cubic Yard Bin	\$235.37	\$438.83	\$637.38	\$834.30	\$975.82	\$1,310.42
3-Cubic Yard Bin	\$345.86	\$634.79	\$879.19	\$1,237.71	\$1,530.32	\$1,888.47
4-Cubic Yard Bin	\$436.25	\$832.72	\$1,229.94	\$1,626.69	\$2,023.34	\$2,618.71
6-Cubic Yard Bin	\$632.20	\$1,190.62	\$1,880.71	\$2,294.25	\$3,134.65	\$3,761.80
8-Cubic Yard Bin	\$827.55	\$1,616.33	\$2,289.07	\$3,128.54	\$4,110.47	\$5,072.22
2-Cubic Yard Compactor	\$291.99	\$552.07	\$807.23	\$1,060.76	\$1,258.89	\$1,650.11
3-Cubic Yard Compactor	\$430.79	\$804.64	\$1,133.96	\$1,609.72	\$1,994.98	\$2,447.14
4-Cubic Yard Compactor	\$560.74	\$1,080.89	\$1,601.79	\$2,122.22	\$2,642.55	\$3,365.66

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$8.38	\$18.44	\$27.66	\$36.88	\$46.10	\$55.32
96-Gallon Cart	\$12.57	\$27.65	\$41.47	\$55.30	\$69.12	\$82.95
1-Cubic Yard Bin	\$16.57	\$35.69	\$52.66	\$66.60	\$83.18	\$96.77
2-Cubic Yard Bin	\$35.31	\$65.83	\$95.61	\$125.14	\$146.37	\$196.56
3-Cubic Yard Bin	\$51.88	\$95.22	\$131.88	\$185.66	\$229.55	\$283.27
4-Cubic Yard Bin	\$65.44	\$124.91	\$184.49	\$244.00	\$303.50	\$392.81
6-Cubic Yard Bin	\$94.83	\$178.59	\$282.11	\$344.14	\$470.20	\$564.27
8-Cubic Yard Bin	\$124.13	\$242.45	\$343.36	\$469.28	\$616.57	\$760.83
2-Cubic Yard Compactor	\$13.80	\$22.81	\$31.08	\$39.11	\$46.89	\$67.51
3-Cubic Yard Compactor	\$19.62	\$30.69	\$35.09	\$57.76	\$69.63	\$91.53
4-Cubic Yard Compactor	\$22.88	\$39.67	\$56.57	\$73.41	\$90.22	\$137.46

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$41.91	\$92.20	\$138.30	\$184.40	\$230.49	\$276.59
96-Gallon Cart	\$62.84	\$138.25	\$207.37	\$276.50	\$345.62	\$414.74
1-Cubic Yard Bin	\$82.87	\$178.47	\$263.28	\$333.01	\$415.88	\$483.86
2-Cubic Yard Bin	\$176.53	\$329.13	\$478.04	\$625.72	\$731.86	\$982.81

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$41.91	\$92.20	\$138.30	\$184.40	\$230.49	\$276.59
96-Gallon Cart	\$62.84	\$138.25	\$207.37	\$276.50	\$345.62	\$414.74
1-Cubic Yard Bin	\$82.87	\$178.47	\$263.28	\$333.01	\$415.88	\$483.86
2-Cubic Yard Bin	\$176.53	\$329.13	\$478.04	\$625.72	\$731.86	\$982.81
3-Cubic Yard Bin	\$256.06	\$469.97	\$650.91	\$916.34	\$1,132.98	\$1,398.14
4-Cubic Yard Bin	\$322.98	\$616.51	\$910.59	\$1,204.32	\$1,497.99	\$1,938.77
6-Cubic Yard Bin	\$468.05	\$881.48	\$1,392.39	\$1,698.55	\$2,320.75	\$2,785.06
8-Cubic Yard Bin	\$612.68	\$1,196.66	\$1,694.72	\$2,316.22	\$3,043.20	\$3,755.23

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$369.84	\$369.84	\$369.84	\$369.84
20 YD	\$536.31	\$536.31	\$536.31	\$536.31
30 YD	\$702.78	\$702.78	\$702.78	\$702.78
40 YD	\$869.25	\$869.25	\$869.25	\$869.25
31-40 YD R.O. Compactor	\$2,342.65	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,323.55	n/a	n/a	n/a
Per Ton	\$87.06	\$47.06	\$55.29	\$87.06

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.09
Cart Replacement	RES	\$81.83
Re-Delivery or Re-Start	RES	\$34.10
Cart Cleaning	RES	\$34.10
Non-Scheduled Collection	RES	\$25.91
Difficult to Service Cart	COM	\$1.36
Difficult to Service Bin	COM	\$4.09
Locking Bin	COM	\$68.20
Cart Replacement	COM	\$81.83
Cart Cleaning	COM	\$34.10
Bin Swap- Cleaning or Repainting	COM	\$102.29
Bulky - Recyclable	RES/COM	\$27.28
Bulky - Non Recyclable	RES/COM	\$34.10
Bulky - Event	RES/MFD	\$40.92
Covered Box	RO	\$102.29
Driver Time per Hour	RO	\$150.03
Dry Run or Relocation	RO	\$102.29
Extra Days	RO	\$34.10

*Note: Application of fees shall be as described in Franchise Agreement



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: June 1, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE REGEN
MONTEREY AND ITS MEMBER AGENCIES REGARDING COSTS
OF IMPLEMENTING ORGANIC WASTE RECYCLING LAWS**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to sign an amendment to the Memorandum of Understanding with ReGen Monterey for assistance with compliance with SB 1383.

BACKGROUND

The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation has a significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. Key SB 1383 requirements are that all residents and businesses subscribe to an organics recycling service (provided through GreenWaste Recovery in the City), a 20% recovery of edible food by 2025 to direct it to beneficial use and thus prevent it from entering the waste stream, that education and outreach to the community on SB 1383 are conducted, to procure recyclable and recovered organic products, and to monitor compliance and conduct enforcement of SB 1383. Regulations took effect, and local program implementation began on January 1, 2022.

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

The Member Agencies determined that ReGen has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities. The Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the ReGen Monterey (AKA Monterey Regional Waste Management District) and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.

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

Each year ReGen Monterey staff identifies expected expenses associated with jurisdictional compliance of SB 1383 and compiles those expenses in Exhibit A of the 1383 Shared Costs MOU. Expenses include items such as program administration, public education, monitoring, reporting and edible food recovery capacity building, program administration and outreach. These expenses are then broken down to proportional percentages per population in Exhibit B of the 1383 Shared Costs MOU. The draft budget was first presented to the TAC for review, feedback, and consensus. It was then presented to the ReGen Monterey Board of Directors and Member Agencies' Councils and Boards and was approved on May 19, 2023.

The amendment to Exhibits A and B of the MOU would supersede exhibits covering previous fiscal years

The anticipated amended regional cost (Exhibit A) of this item is \$202,324.00 (less \$65,000.00 offset by ReGen from recycling revenue) and the cost to the City of Seaside (Exhibit B) is \$74,553.00. The increase from FY 2022/2023 (\$58,516.00) includes the cost of inspection of all Tier 1 & 2 Edible Food Generators by the County of Monterey and an expansion to the scope of work of HF&F consultants for contract compliance tasks. This cost is recovered through the Franchise Fees collected from Greenwaste Recovery.

Seaside has been participating in the ReGen Monterey Technical Advisory Committee (TAC), and it is agreed that it is in our City's best interest to coordinate activities related to this legislation. As ReGen has the expertise and resources necessary to implement some of these activities on a regional basis, it is recommended the City approve this amendment to Exhibit A & B of the MOU.

FISCAL IMPACT

The cost of this item is \$74,553.00. which has been incorporated into the FY 2023/2024 Greenwaste Recovery trash rates and is recovered by the City through Franchise Fees.

ATTACHMENTS

1. Resolution
 2. MOU with Revised Exhibits A & B for FY 24
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive.

Jaime M. Fontes, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE A MEMORANDUM OF UNDERSTANDING BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

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

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

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

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

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

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

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

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

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

WHEREAS, on June 16, 2022, the City approved the memorandum of understanding between the Monterey regional waste management district and its member agencies regarding assistance with compliance with California Senate Bill 1383.

WHEREAS, an Amendment to Exhibit A and Exhibit B to the MOU was adopted by the ReGen Board on May 19, 2023, the Member Agencies soon thereafter, and will become effective July 1, 2023; and

WHEREAS, Exhibit A and Exhibit B amend the activities and costs with the anticipated regional cost of \$202,324.00 (less \$65,000.00 offset by ReGen from recycling revenue) and the cost to Seaside ratepayers is \$74,553.00. This cost was included in the 2023/2024 Greenwaste Recovery trash rates; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Amendment to Exhibit A & B of the Memorandum of Understanding between ReGen Monterey and its member agencies regarding assistance with compliance with California Senate Bill 1383.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of June 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

MEMORANDUM OF UNDERSTANDING

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

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

Recitals

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

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

follows:

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

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

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

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

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

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

Section 6. The District Agrees:

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

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

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

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

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

Section 7. The Member Agencies Agree:

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

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

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

Section 9. General Provisions.

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

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

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

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

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

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

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2023-2024

Scope of Work

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

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 23/24 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (SB 1383 general support) & task #6 (monthly TAC meetings) of HF&H CY 2023 proposal	\$ 20,500	
Edible Food Recovery Capacity Building	\$40,000 for grant allocations. Grant administration by Blue Strike Environmental will be billed with unused FY 23/23 budget.	\$ 40,000	Joint grant or application process w/ SVR to determine need. SVR allocating \$60k. ReGen allocating \$40k as County is omitted from this line item.
Edible Food Recovery Program Administration	Assessment Updates - Living Document Generation Estimate Update-Using ReGen WCS FRO Capacity Survey - Annual Update Conference Presentations (CRRA) and Other Support TBD EFR E&O - Cycle 2 - Tier 1&2 Follow-up target groups TBD Organics Collections E&O - Target Groups TBD School Food Waste Reductions - Targeted Groups TBD Total: \$70k, split 50/50 with Salinas Valley Recycles	\$ 24,000	ReGen member agency portion only. Split 50/50 with SVR. School outreach not included in cost. Omits County of Monterey
Edible Food Generator Inspections for Tier 1 & 2	County of Monterey provides inspections at rate of \$201/hour. One hour per business which includes one follow-up, if needed.	\$ 22,000	Omits County of Monterey
Public Education	Design/creation of public education materials. Does not include production or distribution of materials created.	\$ 30,000	
Contamination Monitoring (Lid Flipping)	RFP to determine vendor	\$ 13,431	Omits County of Monterey due to WM Smart Truck
Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	\$ 12,393	Omits County & City of Monterey who subscribe separately
ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittee Meetings SB 1383 Program Coordination and Development of Public Education Materials CalRecycle Reporting Outreach at Community Events Coordination with Sustainability Groups	\$ 40,000	
		\$ 202,324	
Reduction from ReGen recycling revenues		\$ (65,000)	
Total		\$ 137,324	

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2023-2024 (CONTINUED)

HF&H Franchise Management Fees

Task #	Detail	FY 2024	
1	Review Contractor's Quarterly Reports	\$	12,500.00
2	Review Contractor's Annual Report	\$	2,500
3	Review Franchise Fee Payments	\$	2,500
4	Review Contractor's Annual Rate Adjustments	\$	50,000
5	Develop Contract Compliance Checklist	\$	10,000
6	Monitor Contract Compliance	\$	24,000
Total		\$	101,500

HF&H fees apply to GreenWaste Recovery member jurisdictions only.

EXHIBIT B**MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS***
FY 2023-2024

District Shared Costs By Jurisdiction				
	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	\$ 9,020	\$ 9,486
DRO	1,525	1.0%	\$ 3,591	\$ 9,000
Marina	21,981	13.7%	\$ 51,765	\$ 48,261
PG	15,522	9.7%	\$ 36,554	\$ 34,080
PBCSD	4,531	2.8%	\$ 10,671	\$ 10,405
Sand City	310	0.2%	\$ 730	\$ 9,000
Seaside	33,956	21.2%	\$ 79,966	\$ 74,553
Monterey City	28,352	17.7%	\$ 31,526	\$ 29,038
County	50,128	31.3%	\$ 15,000	\$ 15,000
TOTAL	160,135		\$ 238,824	\$ 238,824

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs. Costs "with minimums" will be utilized.

EXHIBIT C

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

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

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

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

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

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

EXHIBIT C
(Continued)

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

Table 1. Thirteen Agency Collaborative Approach Budget Summary

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

** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas,

amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

EXHIBIT D

MEMBER AGENCIES' ESTIMATED PROCURMENT REQUIRMENTS OF ORGANIC MATERIAL

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

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

*Unincorporated County not participating in procurement portion of MOU

All product quoted as unbagged F.O.B MRWMD site.

Transportation costs are not included.



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
Leslie Llantero, Assistant Engineer
Kirstin van Gend, Administrative Analyst II

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2023-2024 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION

Adopt a resolution authorizing staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorizing the SB1 Project List to be funded in part with fiscal year (FY) 2023-24 Road Maintenance Repair and Accountability (RMRA) Revenues.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

SB1 places accountability and compliance requirements on jurisdictions in order to exhibit the effectiveness of the program. The City must adopt by resolution with a list of projects proposed to receive fiscal year funding in part from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. As part of this year's project list update, the City is submitting for the FY 2022/23 Pavement Rehabilitation Project and for Traffic Calming Projects.

It is recommended that the City Council adopt a resolution approving the attached SB1

Project List in order to update the project list with the CTC for continuation of SB1 funding.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities", the following actions are categorically exempt;

"Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)."

FISCAL IMPACT

The City of Seaside RMRA revenues generated from SB1 are budgeted to be \$808,550 in FY 2023-2024. The proposed project list (Exhibit A) will be partially funded from the budgeted RMRA SB1 revenues accounted for in #210-3526 and expended from budgeted amounts in the Pavement Resurfacing Account (212-8920-9600) and in the Traffic Calming Account (212-8960-9580).

ATTACHMENTS

1. Resolution
2. Exhibit A - Project List

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING FISCAL YEAR 2023/2024 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT THE LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Seaside (City) must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, attached hereto as Exhibit A, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City could receive an estimated \$808,550 in RMRA funding in Fiscal Year 2023-2024 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities, including City Council Meetings, Traffic Advisory Committee Meetings, and Council's direction to focus on rehabilitating residential roadways and traffic calming measure for city streets; and.

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 6 street segments throughout the City as part of the FY 2022/2023 Pavement

Rehabilitation Improvements Project and citywide for the Traffic Calming Projects; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at risk" condition and this revenue will help us improve the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a resolution authorizing Fiscal Year 2023-2024 Street Repair Project List (Exhibit A) to be funded in part with SB1: The Road Maintenance Repair and Accountability Act of 2017 funds, to allocate these funds to Pavement Resurfacing Account (212-8920-9600) and to the Traffic Calming Account (212-8960-9580), and authorizing staff to submit the list to the California Transportation Commission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of June 2023 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Dominique L. Davis
City Clerk

Exhibit A: Senate Bill (SB) 1 Proposed Project List for Fiscal Year 2023-24

Title	Description	New or Carried Over Project for SB1 Reporting	Location	Estimated Project Completion	Est Useful Life Min	Est Useful Life Max	FY23/24 Estimated SB1 Funding
FY 2022/2023 Pavement Rehabilitation Improvements Project	Remove & Replace failed road sections utilizing full depth HMA, dig outs, slurry, HMA overlay, or FDR, or other selected treatment types selected as the best applicable treatment determined during design. (Design & Construction)	<u>New</u>	Flores Place, Flores Street, Grandview Street, Harding Street, Lincoln Street, Waring Street	December 2023 (Design); December 2024 (Construction)	5	30	\$ 708,550.00
Traffic Calming Projects	Evaluate and implement traffic calming measure, such as lane narrowing, pavement markings, centerline hardening, speed feedback signs, curb extensions, median islands, traffic circles, speed circles, and raised crosswalks for requested city streets based upon Traffic Calming Program applications.	<u>New</u>	Citywide	June 2024	5	20	\$ 100,000.00
Total Estimated Budget:							\$ 808,550.00



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: June 1, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS PROJECT, APPROPRIATING \$164,752.00 FROM THE GENERAL FUND TO THE PROJECT, AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT EXCEED \$325,990.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$358,589.00**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Lincoln Cunningham Park Basketball Court Improvements Project; appropriating \$164,752.00 from the General Fund to the project budget; awarding a construction agreement to Monterey Peninsula Engineering for an amount not to exceed \$325,990.00; establishing a 10% construction contingency for a total project construction amount not to exceed of \$358,589.00; authorizing the City Manager to execute the construction contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

Lincoln Cunningham Park is located at San Pablo Avenue and Yosemite Street, near Havana Soliz and Manzanita Stuart parks. Council approved the replacement of the basketball court, referred to as the Lincoln Cunningham Park Basketball Court Improvement Project. The project includes the demolition of an existing half basketball court, rock walls, and pavement, and the construction of a new full size high school regulation basketball court with two basketball poles, backboards, and hoops, court striping, site furnishings, and stormwater measures.

The design was completed and the project was released for construction bids on April 20, 2023, and bids were opened on May 15, 2023. Notice Inviting Bids were posted in the Monterey County Weekly on April 20, 2023 and April 27, 2023 and sent to four (4) builder exchanges sites. Bids were received from one (1) contractor as follows:

Contractors	Bid
Monterey Peninsula Engineering	\$325,990.00

Based upon an evaluation of bid documents received, Monterey Peninsula Engineering was the responsive and responsible bidder, with a total bid of \$325,990.00. Monterey Peninsula Engineering has satisfactorily completed similar work projects to the Lincoln Cunningham Park Basketball Court Improvements Project for other municipalities and the City of Seaside Ellis Park Improvements Project. Staff recommends a construction agreement for this project be awarded to Monterey Peninsula Engineering.

ENVIRONMENTAL COMPLIANCE

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

FISCAL IMPACT

The proposed construction agreement with Monterey Peninsula Engineering is a not to exceed amount of \$325,990.00. In addition, a construction agreement contingency of 10%, or \$32,599.00 is required for expenses from unforeseeable issues that arise during construction. The engineer's estimate without construction contingency for construction of the project, was \$283,490.00.

Other expenses that have already been approved for the Lincoln Cunningham Park Basketball Court Improvements Project are a Professional Services Agreement (PSA) for an amount up to \$36,600.00 with BFS Landscape Architects for design services, a PSA for an amount up to \$69,801.00 with Wallace Group for construction management, inspection. Engineering will also need \$5,000.00 set aside for public notification and other project related outreach costs. With the mentioned costs and the construction cost, the additional budget required to deliver the project is \$164,752.00.

Staff recommends adopting a resolution approving the plans and specifications for the Lincoln Cunningham Park Basketball Court Improvements Project; appropriating \$164,752.00 from the General Fund to the project budget; awarding a construction agreement to Monterey Peninsula Engineering for an amount not to exceed

\$325,990.00.00; establishing a 10% construction contingency for a total project construction amount not to exceed of \$358,589.00; authorizing the City Manager to execute the construction agreement, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

ATTACHMENTS

1. Resolution
 2. Construction Agreement
 3. Construction Specification Set
 4. Construction Plan Set
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS, APPROPRIATING \$164,752.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$325,990.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 10% CONTINGENCY OF \$358,589.00.

WHEREAS, the Lincoln Cunningham Park Basketball Court Improvements Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2022-2023 annual budget; and

WHEREAS, BFS Landscape Architects completed design in April 2023; and

WHEREAS, the proposed improvements include the demolition of the existing asphalt basketball court, rock walls, and pavement; construction of a new full size high school regulation basketball court with poles, backboards, and hoops; court striping; installation of site furnishings, and construction of stormwater measures.

WHEREAS, on April 20, 2023, the project was released for construction bids, and on May 16, 2023, one bid was received from Monterey Peninsula Engineering (MPE); and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bid in the amount of \$325,990.00; and

WHEREAS, an amount of \$32,599.00 contingency, approximately 10% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has successfully completed similar park improvement projects for the City of Seaside and other cities; and

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA since the project repairs and performs minor upgrades to the existing park and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Lincoln Cunningham Park Basketball Court Improvements Project dated April 2020; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council appropriates \$164,752.00 from the General Fund to the Project; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with MPE for an amount not to exceed of \$325,990.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$358,589.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of June, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **[date]** day of **[Month]**, 2023, by and between **Monterey Peninsula Engineering** whose place of business is located at 192 Healy Avenue, Marina CA 93933 ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

CONTRACT NUMBER XX-XX

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS
located at

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET, SEASIDE CA

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within 75 Calendar Days from the Commencement Date and 15 Working Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer <<OPTIONAL>>

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

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**4.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Six Hundred Dollars (\$3600)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

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

<u>Document</u>	<u>Title</u>
00 0115	List of Drawings
00 5100	Notice of Award
00 5200	Agreement
00 5500	Notice to Proceed
00 6113.13	Construction Performance Bond
00 6113.16	Construction Labor and Material Payment Bond
00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
00 6325	Substitution Request Form
00 6530	Release of Claims
00 6536	Guaranty
00 7200	General Conditions
00 7316	Supplementary Conditions – Insurance and Indemnification
00 9113	Addenda
01 1100	Summary
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings
01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 5723	Temporary Water Pollution Control
01 7123	Field Engineering
01 7700	Contract Closeout
11 6816	Sports Equipment
12 9300	Site Furnishings
31 1113	Site Clearing
31 1116	Demolition
31 2213	Earthwork and Grading
32 2333	Trenching
32 1123	Aggregate Base Course

32	1216	Asphalt Concrete Paving
32	1900	Site Concrete
32	9113	Soil Preparation
32	9116	Bioretention Soil
32	9119	Bioretention Soil Certification
32	9212	Hydroseeding
33	4000	Storm Drainage Utilities

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

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

CONTRACTOR: Monterey Peninsula Engineering

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

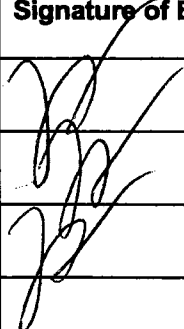
THIS BID IS SUBMITTED BY:

Monterey Peninsula Engineering

(Firm/Company Name)

Re: **LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENT PROJECT**, located just north of San Pablo Avenue, between Yosemite Street and Lincoln Street, in Seaside, California 93955.

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

Addendum Number	Addendum Date	Signature of Bidder
1	05/05/2023	
2	05/09/2023	
3	05/10/2023	

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

SCHEDULE OF BID PRICES

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

Base Bid

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	25,000 -	25,000 -
2	Temporary Traffic Control	1	LS	1,500 -	1,500 -
3	Construction Staking Surveying	1	LS	8,000 -	8,000 -
4	Temporary Water Pollution Control	1	LS	6,000 -	6,000 -
5	Clearing and Grubbing	1	LS	18,000 -	18,000 -
6	Demolition	1	LS	50,000 -	50,000 -
7	Earthwork	1	LS	60,000 -	60,000 -
8	Connection to existing SD basin	1	LS	5,000 -	5,000 -
9	4" Storm Drain	82	LF	110 -	9,020 -
10	Storm Drain Inlet	1	EA	5,000 -	5,000 -
11	Raised Curb	110	LF	100 -	11,000 -
12	Concrete Pad over AB	80	SF	35 -	2,800 -
13	Hot Mix Asphalt Paving (3" HMA on 6" AB)	7,650	SF	9 -	68,850 -
14	Pavement, Court Striping	1	LS	3,000 -	3,000 -
15	Basketball Goals	2	EA	9,000 -	18,000 -
16	Park Bench	2	EA	4,000 -	8,000 -
17	Bioretention Soil Mix	31	CY	220 -	6,820 -
18	Soil Preparation	1	LS	15,000 -	15,000 -
19	Hydroseeding	1	LS	5,000 -	5,000 -
TOTAL					325,990
The TOTAL BASE BID AMOUNT described in words is:					
three hundred twenty five thousand. nine					
hundred ninety and /100 DOLLARS					

(F) – Final Pay item

(N) - Item not subject to unit price adjustments for quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

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

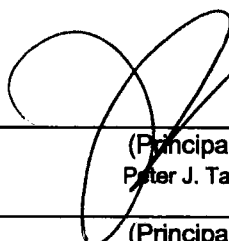
IMPORTANT NOTICE:

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

See Attached

NAME OF BIDDER: Monterey Peninsula Engineering licensed in accordance with an act for the registration of Contractors, and with license number: 972425, with Expiration: 04/30/2024.

N/A
(Place of Incorporation, if Applicable)



(Principal, Name/Title)
Peter J. Taormina, Manager

(Principal, Name/Title)

(Principal, Name/Title)

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

Business Address: 192 Healy Ave
Marina CA 93933

Contractor's Representative(s): Peter J. Taormina, Manager
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts Peter J. Taormina, Manager
 (Name/Title)

 (Name/Title)

 (Name/Title)

Telephone Number(s): 831-384-4081
 (Area Code) (Number)

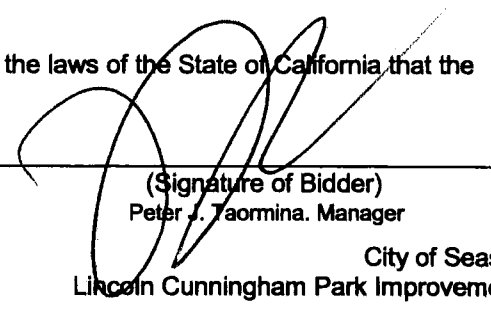
 (Area Code) (Number)

Fax Number(s): 831-384-5078
 (Area Code) (Number)

 (Area Code) (Number)

Date of Bid: 05/15/2023

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



 (Signature of Bidder)
 Peter J. Taormina, Manager

Bid Form

00 4113 - 4

City of Seaside
 Lincoln Cunningham Park Improvements

Partnership Structure Outline

Monterey Peninsula Engineering, a California general partnership, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation. For the most part, the business has been in operation on central coast with the same management team since the 1980's. In 2000, a restructuring took place for succession and tax planning purposes. At that time, the original corporation entered into partnership with a new entity comprised solely of three officers of the existing corporation.

The Monterey Peninsula Engineering, a partnership <<< The contracting entity
EIN 91-2080587
P.O. Box 2317
Monterey, CA 93942

Its Partners -

Monterey Peninsula Engineering, Inc. <The "original" March 1980 Corporation
50% Partner, EIN 94-2697245

Officers -

Bart J. Bruno, President

James B. Bruno, Vice President

Peter J. Taormina, Vice President

Paul B. Bruno, Secretary/Treasurer

MPE Management Group, Inc. <<< The "new" June 2000 management group
50% Partner, EIN 77-0554281

Officers -

Paul B. Bruno, President

James B. Bruno, Vice President

Peter J. Taormina, Secretary/Treasurer

Bart J. Bruno -

President, 1980 - Current

Responsible for overseeing coordination of all business activities

Peter J. Taormina -

Manager, VP of Engineering & Estimating, 1987-Current

Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno -

Manager, VP of Operations, 1981-Current

Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -

Manager, Chief Financial Officer, 1988-Current

Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

SIGNATURE AUTHORITY for PARTNERSHIP

Monterey Peninsula Engineering, a California general partnership, CSLB #972425, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation.

Section 6, Other Matters, of the Statement of Partnership Authority filed with the California Secretary of State provides that:

"Any officer of either general partner, Monterey Peninsula Engineering, Inc, and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to the conduct business and affairs of Monterey Peninsula Engineering, a general partnership."

The Officers of the two partner corporations are as follows –

Monterey Peninsula Engineering Inc.

Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

MPE Management Group, Inc

Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

Any Officer listed above of either Partner entity sign on behalf of the Partnership and can act as a Manager of the partnership.

Attachments

- Statement of Partnership Authority filed with Secretary of State, March 21, 2002
- MPE Management Group Corporate Resolution of Signature Authority
- Monterey Peninsula Engineering Corporate Resolution of Signature Authority



State of California

Secretary of State

Bill Jones

Form GP-1

STATEMENT OF PARTNERSHIP AUTHORITY

IMPORTANT-- Read instructions on back before completing form.

1. NAME OF PARTNERSHIP

MONTEREY PENINSULA ENGINEERING

2. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE

192 HEALY AVENUE

CITY/STATE/COUNTRY

MARINA, CA

USA

ZIP CODE

93933

3. STREET ADDRESS OF A CALIFORNIA OFFICE, IF ANY

CITY

ZIP CODE

CA

4. ☒ A. LIST THE FULL NAMES AND MAILING ADDRESSES OF ALL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY)OR: ☐ B. STATE THE FULL NAME AND MAILING ADDRESS OF AN AGENT APPOINTED AND MAINTAINED BY THE PARTNERSHIP WHO WILL MAINTAIN A LIST OF THE NAMES AND MAILING ADDRESSES OF ALL PARTNERS.

NAME: MONTEREY PENINSULA ENGINEERING, INC.

NAME:

ADDRESS: 192 HEALY AVE

ADDRESS:

CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933

CITY:

NAME: MPE MANAGEMENT GROUP INC.

STATE/COUNTRY:

ADDRESS: 192 HEALY AVE

ZIP CODE:

CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933

5. NAMES OF ALL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS TRANSFERRING REAL PROPERTY HELD BY THE PARTNERSHIP (ATTACH ADDITIONAL PAGES, IF NECESSARY)

PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INC. PARTNER NAME:

PARTNER NAME: MPE MANAGEMENT GROUP INC. PARTNER NAME:

PARTNER NAME: PARTNER NAME:

6. OTHER MATTERS, IF ANY: (ATTACH ADDITIONAL PAGES, IF NECESSARY)

Any officer of either general partner, Monterey Peninsula Engineering, Inc. and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to conduct the business and affairs of Monterey Peninsula Engineering, a general partnership.

7. NUMBER OF PAGES ATTACHED, IF ANY:

NONE

8. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF PARTNER
MONTEREY PENINSULA ENGINEERING, INC.

BY BART J. BRUNO, PRESIDENT

TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED

MONTEREY COUNTY, CALIFORNIA

COUNTY AND STATE EXECUTED

SIGNATURE OF PARTNER
MPE MANAGEMENT GROUP INC.

BY PAUL V. BRUNO, PRESIDENT

TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED

MONTEREY COUNTY, CALIFORNIA

COUNTY AND STATE EXECUTED

9. RETURN TO:

NAME: LOMBARDO & GILLES

ADDRESS: 318 CAYUGA STREET

CITY: SALINAS

STATE/COUNTRY: CA

ZIP CODE: 93004

For Secretary Of State Use

302002085012

FILE #

DOCUMENT #

9575

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAR 21 2002

BILL JONES, Secretary of State

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas MPE Management Group is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

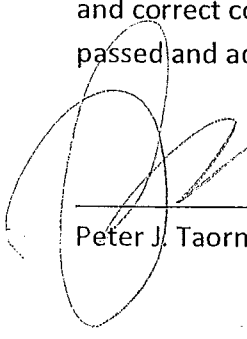
Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

of the MPE Management Group be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Peter J. Taormina, Secretary of MPE Management Group, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Peter J. Taormina, Secretary

5 / 22 / 17

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas Monterey Peninsula Engineering is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any **one** of the following officers

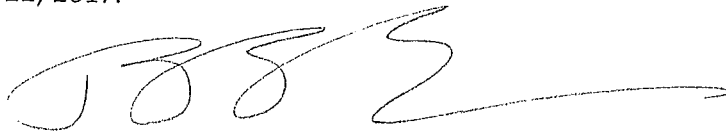
Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Paul B. Bruno, Secretary of MPE Monterey Peninsula Engineering, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Paul B. Bruno, Secretary

5 / 22 / 17

April 2023

DOCUMENT 00 0101

PROJECT MANUAL

for

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

located at

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

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

Advertisement Date: Thursday, April 20, 2023

Bid Date: May 11, 2023

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Division	Section	Title
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END OF DOCUMENT

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LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

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- L-1.1 Cover Sheet
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- L-2.1 Demolition
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- L-6.1 Planting Plan

END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 PM on Thursday May 11th** for the following public work:

**CITY OF SEASIDE
LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS
located at**

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET, SEASIDE CA

- 1.02 Project Description:** This project includes demolition and earthwork; storm drain pipes, structure, and bioretention pond; concrete curbs, concrete pad and asphalt paving, site retaining walls; hot mix asphalt paving; site furnishings including basketball hoops, posts, and benches; and planting (seeding) and maintenance during plant establishment period.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 No Pre-Bid Site Conference:** The Owner will not provide opportunities for Pre-Bid Site Conference. Bidders are encouraged to visit the project site at Lincoln Cunningham Park, Seaside, CA.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

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

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

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

END OF DOCUMENT

DOCUMENT 00 2113**INSTRUCTIONS TO BIDDERS**

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

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

- A. Owner will not conduct a Pre-Bid Site Visit as indicated in Document 00 1113 (Notice Inviting Bids).
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

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

1.03 Registration

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

1.04 Bidder Questions and Answers

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

1.05 Addenda

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

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

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

2.02 Bid Submission:

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

2.03 Required Contents of Bid Submittals

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

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

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

3.02 Evaluation of Bids

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

3.03 Reservation of Rights

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

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:**4.01 Submission of Written Bid Protest**

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

4.02 Exclusive Remedy

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

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT**5.01 Notice of Award and Submittal of Executed Contract Documents**

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

5.02 Required Contract Documents and Proof of Insurance

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

5.03 Failure to Execute and Deliver Documents:

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

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS**6.01 Modification of Commencement of Work:**

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

6.02 Conformed Project Manual:

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

6.03 Bonds:

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

6.04 Wage Rates:

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

6.05 Notice of Compliance Monitoring:

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

6.06 Withdrawal of Bids:

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

6.07 Ineligible Contractors and Subcontractors:

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

6.08 Substitutions:

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

6.09 Definitions:

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

END OF DOCUMENT

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS**ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS****1.01 Inspection of Reports:**

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA**2.01 Above-Ground Existing Conditions:**

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

2.02 Underground Facilities:

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

2.03 Hazardous Materials Surveys:

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions,

provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

- B. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term "technical data" shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.
- D. Except as expressly set forth in this Document 00 3132, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.
- E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

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

3.02 Access to Site for Investigations:

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

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENT PROJECT**, located just north of San Pablo Avenue, between Yosemite Street and Lincoln Street, in Seaside, California 93955.

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

Addendum Number	Addendum Date	Signature of Bidder

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

SCHEDULE OF BID PRICES

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

Base Bid

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Temporary Traffic Control	1	LS		
3	Construction Staking	1	LS		
4	Temporary Water Pollution Control	1	LS		
5	Clearing and Grubbing	1	LS		
6	Demolition	1	LS		
7	Earthwork	1	LS		
8	Connection to existing SD basin	1	LS		
9	4" Storm Drain	82	LF		
10	Storm Drain Inlet	1	EA		
11	Raised Curb	110	LF		
12	Concrete Pad over AB	80	SF		
13	Hot Mix Asphalt Paving (3" HMA on 6" AB)	7,650	SF		
14	Pavement, Court Striping	1	LS		
15	Basketball Goals	2	EA		
16	Park Bench	2	EA		
17	Bioretention Soil Mix	31	CY		
18	Soil Preparation	1	LS		
19	Hydroseeding	1	LS		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					

_____ and _____ /100 DOLLARS					

(F) – Final Pay item

(N) - Item not subject to unit price adjustments for quantities “less than 75 percent or greater than 125 percent of the estimated quantities bid” as outlined in Section 01 2000, 1.03.B “Unit Price Items”.

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

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

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

(Place of Incorporation, if Applicable)

(Principal, Name/Title)

(Principal, Name/Title)

(Principal, Name/Title)

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

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

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

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

WHEREAS, the said Principal is submitting a Bid for Lincoln Cunningham Park Basketball Court Improvements located at north of San Pablo Avenue between Yosemite Street and Lincoln Street in Seaside, California 93955.

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

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

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

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

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

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

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

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

SIGNATURE

DATE

SAFETY EXPERIENCE

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

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

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

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

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

BIDDER:

By: _____
Signature / Name

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

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

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

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

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DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

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

1.02 Measurement.

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

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

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

2.02 Submittals:

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

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

2.03 Format.

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

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

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

PART A: GENERAL INFORMATION

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

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

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

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

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

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

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

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

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

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

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

 Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

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

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

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

SIGNATURE

TITLE

END OF DOCUMENT

- NOTE:** If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.
- NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4546**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

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

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: The City of Seaside

<< Project Name >>

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

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

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

2. You must comply with the following conditions precedent by **5:00 p.m.** of the **10th Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 202__]**.

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

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

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

5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged through **Nisha Patel, PW Director/ City Engineer, (831) 899-6884**. Questions regarding bonds and

insurance and all other inquiries regarding the Project should be directed to **Nisha Patel, PW Director/City Engineer**.

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

OWNER

BY: _____
(Title)

(Print Name)

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

NO: _____

ADOPTED: _____, [20__]

[Copy of Resolution Attached]

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [202__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

CONTRACT NUMBER XX-XX

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS
located at

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET, SEASIDE CA

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **90 Calendar** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer <<OPTIONAL>>

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

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**4.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner **Three Thousand Six Hundred Dollars (\$3600)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundered Dollars (\$500)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

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

<u>Document</u>	<u>Title</u>
00 0115	List of Drawings
00 5100	Notice of Award
00 5200	Agreement
00 5500	Notice to Proceed
00 6113.13	Construction Performance Bond
00 6113.16	Construction Labor and Material Payment Bond
00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
00 6325	Substitution Request Form
00 6530	Release of Claims
00 6536	Guaranty
00 7200	General Conditions
00 7316	Supplementary Conditions – Insurance and Indemnification
00 9113	Addenda
01 1100	Summary
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings
01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 5723	Temporary Water Pollution Control
01 7123	Field Engineering
01 7700	Contract Closeout
11 6816	Sports Equipment
12 9300	Site Furnishings
31 1113	Site Clearing
31 1116	Demolition
31 2213	Earthwork and Grading
32 2333	Trenching
32 1123	Aggregate Base Course

32	1216	Asphalt Concrete Paving
32	1900	Site Concrete
32	9113	Soil Preparation
32	9116	Bioretention Soil
32	9119	Bioretention Soil Certification
32	9212	Hydroseeding
33	4000	Storm Drainage Utilities

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

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 201__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **Lincoln Cunningham Park Basketball Court Improvements** located **north of San Pablo Avenue between Yosemite Street and Lincoln Street**, Seaside, California, 93955

CONTRACT NO: <<XX>>

You are notified that the Contract Time under the above Contract will commence to run on _____ **[202__]**. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, **[202__]** and _____, **[202__]**, respectively.

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

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. **[Other]**

OWNER

By: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, City of Seaside (Owner”), a municipality incorporated under the laws of the State of California, has awarded to (Name of Contractor)
_____ as Principal, Contract Number _____, dated the ____ day of _____, 20____ (the “Contract”), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:
- Project includes demolition and earthwork; construction of storm drain pipes, structure, and a bio-retention pond; concrete curbs, concrete pad and asphalt paving, site retaining walls; hot mix asphalt paving; site furnishings including basketball hoops, posts, and benches; and planting (seeding) and maintenance during plant establishment period.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>>
_____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 202____.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

Project includes demolition and earthwork; construction of storm drain pipes, structure, and a bio-retention pond; concrete curbs, concrete pad and asphalt paving, site retaining walls; hot mix asphalt paving; site furnishings including basketball hoops, posts, and benches; and planting (seeding) and maintenance during plant establishment period.

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

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

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

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 158.47 entered into between Owner and Contractor for the **Lincoln Cunningham Park Improvements** located **north of San Pablo Avenue between Yosemite Street and Lincoln Street, SEASIDE, CA, 93955**, in the amount of \$ _____ dated _____, 202__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the

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

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

ON BEHALF OF OWNER:**ON BEHALF OF CONTRACTOR:**

 Title

 Title

 Name

 Name

 Signature

 Signature

 Address

 Address

 City/State/Zip Code

 City/State/Zip Code
ON BEHALF OF ESCROW AGENT:

 Title

 Name

 Signature

 Address

 City/State/Zip Code

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

OWNER**CONTRACTOR**

 Title

 Title

 Name

 Name

 Signature

 Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

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

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

[() -]

PROJECT:	Contractor:
Owner Project No:	

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

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

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

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

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

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

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

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

END OF DOCUMENT

DOCUMENT 00 6530

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

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

RECITALS

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

AGREEMENT

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

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

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

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

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

Claim No.	Date Submitted	Description of Claim	Amount of Claim

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

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

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

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

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

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

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

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **Lincoln Cunningham Park Improvements located north of San Pablo Avenue between Yosemite Street and Lincoln Street, SEASIDE, CA, 93955.**

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

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

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

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

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

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

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

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

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

1.02 Order Of Precedence Of Documents

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

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

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

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

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

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

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

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

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

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

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

3.02 Subcontracts

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

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

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

4.02 Checking Of Drawings And Specifications

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

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

4.03 Interpretation Of Drawings And Specifications

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

4.04 Use Of Drawings And Specifications.

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

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

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

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

5.02 Commencement Date Of Contract Time

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

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents Or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors' Employees

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

6.05 Contractor's Use Of The Site

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

6.06 Contractor's Site Office

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

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

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

7.02 Owner's Observation Of The Work

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

7.03 Architect/Engineer's Observation Of Work

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

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

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

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

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

7.05 Owner's Right Of Access To The Work

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

7.06 Owner's Right Of Separate Construction

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

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

8.01 Contractor To Supervise The Work

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

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

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

8.02 Contractor To Maintain Cost Data

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

8.03 Contractor To Supply Sufficient Workers And Materials

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

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

8.04 Contractor To Maintain Project Record Documents

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

8.05 Contractor To Not Disrupt Owner Operation

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

8.06 Contractor To Provide Temporary Facilities And Controls

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

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

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

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

9.02 Inspection Of Work

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

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

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

9.03 Correction Of Defective Work

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

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

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

9.04 Acceptance And Correction Of Defective Work By Owner

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

9.05 Rights Upon Inspection, Correction Or Acceptance

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

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

9.06 Proof Of Compliance Of Contract Provisions

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

9.07 Correction Period And Project Warranty Period:

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

9.08 No Waiver

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

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

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

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

10.02 Required Documentation For Changed Work

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

10.03 Procedures And Pricing Of Changed Work

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

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

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

11.02 Excusable Delay And Inexcusable Delay Defined.

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

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

11.03 Notice Of Delay

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

11.04 Compensable Time Extensions

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

11.05 Non-Compensable Time Extensions

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

11.06 Adverse Weather

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

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

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

11.07 Liquidated Damages

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

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

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

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

12.02 Form And Contents Of Claim

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

12.03 Administration During/After Claim Submission

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

12.04 Compliance

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

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

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

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

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

13.02 Contractor To Protect Underground Facilities.

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

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

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

13.03 Concealed Or Unknown Conditions

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

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

13.04 Notice Of Hazardous Waste Or Materials Conditions

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

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

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

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

14.02 Permits And Taxes

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

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

14.03 Communications And Information Distribution

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

14.04 Suspension Of Work

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

14.05 Termination Of Contract For Cause

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

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

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

14.06 Termination Of Contract For Convenience

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

14.07 Contingent Assignment Of Subcontracts

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

14.08 Remedies And Contract Integration

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

14.09 Interpretation.

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

14.10 Patents

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

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

14.11 Substitution For Patented And Specified Articles

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

14.12 Interest Of Public Officers

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

14.13 Limit Of Liability

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

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

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

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

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

15.02 Protection Of Work, Persons, And Property

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

15.03 Responsibility For Safety And Health

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

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

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

15.04 Emergencies

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

15.05 Use Of Roadways And Walkways

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

15.06 Nondiscrimination

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

15.07 Registration

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

15.08 Prevailing Wages And Working Hours

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

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

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

15.09 Compliance Monitoring By Department of Industrial Relations

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

15.010 Environmental Controls

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

15.011 Shoring Safety Plan

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

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

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

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

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

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

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

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

END OF DOCUMENT

DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

located at

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET SEASIDE,
CALIFORNIA, 93955

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

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

The following Addenda were issued, modifying the Project Manual:

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

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

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

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

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The work comprises of the construction of Owner's Lincoln Cunningham Park Basketball Court Improvements north of San Pablo avenue, between Yosemite Street and Lincoln Street in Seaside, California, 93955.

- A. **Project Description:** The project includes demolition and earthwork, storm drain pipes, structures, bioretention pond, concrete curbs, concrete pad, asphalt pathway, raised curbs, hot mix asphalt paving; site furnishings including basketball hoops, and benches, and planting (hydroseeding), and maintenance during plant establishment period.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
- D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance

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

1.03 BID ITEMS

BASE BID

Bid Item 1 – Mobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, testing, inspections, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

Bid Item 2 – Temporary Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, preparing and obtaining approval of temporary traffic control plans, and providing temporary traffic control including temporary signs, barricades, fencing, detours, pedestrian detours, temporary paving, and all other temporary traffic control as may be required.

Bid Item 3 – Construction Surveying

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

Bid Item 4 – Temporary Water Pollution Control

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

Bid Item 5 – Clearing and Grubbing

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the clearing and grubbing identified on the Plans.

Bid Item 6 - Demolition

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but

not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut, demolish, and remove existing features as shown on the plans, including but not limited to pavements, structures, rocks, walls, posts, and footings.

Bid Item 7 – Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, excavation and embankment, and import or export of material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 8 – Connection to existing SD basin

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for connecting a new SD line to an existing SD basin, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 9 – 4" Storm Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 4" storm drain pipe; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 10 – Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of a new Storm Drain Inlet as shown on the Plans, including structure excavation and backfill, precast members, cast in place concrete, reinforcing steel, miscellaneous metal, pipe connections, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 11 – Raised Curb

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete curb; as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 12 – Concrete Pad over AB

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete sidewalk per City Standards and as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Bid Item 13 – Hot Mix Asphalt Paving (3" HMA on 6" AB)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the construction of hot mix asphalt pavement, including recompaction of existing subgrade, placing and compacting 6" of Class 2 aggregate base rock, and constructing 3"-thick hot mix asphalt pavement, as shown on the plans and as directed by the Engineer.

Bid Item 14 – Pavement, Court Striping

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement delineation (stripes) and application of stripes, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 15 – Basketball Goals

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not

be limited to furnishing all labor, materials, tools, equipment and incidentals necessary for a complete installation, including excavation, and constructing concrete foundations, in accordance with the plans and specifications, and as directed by the Engineer.

Bid Item 16 – Park Bench

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

Bid Item 17 – Bioretention Soil Mix

Measurement and payment for this item shall be on a per cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for the installation of bioretention soil mix as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 18 – Soil Preparation

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for soil preparation, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Bid Item 19 – Hydroseeding

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for providing and installing the hydroseeding, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: **90 Calendar days** from the Notice to Proceed
- B. The Contractor shall pay to the Owner a sum of **Three Thousand, Six Hundred Dollars (\$3,600.00)** per day, for each calendar day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- C. The Contractor shall pay to the Owner the sum of **Five Hundred Dollars (\$500)** for each calendar day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

1.05 WORK UNDER OTHER CONTRACTS

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

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate site operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 - 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 - 2. The facilities within the park outside the work area identified on the Plans must remain open to the public at all times, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.
 - 3. The Contractor shall coordinate all work with the Owner at (831) 899-6832.

1.07 WORK DAYS AND HOURS

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

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

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

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

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

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

1.10 CONTRACTOR USE OF SITE

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

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

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

1.11 PROJECT SITE MAINTENANCE

A. Disposal of Material –

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

B. Cleanup and Dust Control –

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

6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer

or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.

- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
 - 1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.
 - 2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
 - 3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.
 - 4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

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

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

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

noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
 2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 784-3574
 3. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
 4. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
 - C. Attention is also directed to the existence of overhead power and telephone lines.
 - D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis but shall be accomplished at least 7 Days in advance of the date of construction within such area.
 - E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
 - F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all fees and taxes required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.
- B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
 1. City Building Permit
 2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

The local Cal/OSHA district office is located at:

Foster City District Office
1065 East Hillsdale Blvd., Ste. 110
Foster City, CA 94404
(650) 573-3812

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

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

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

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

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

1.17 CONSTRUCTION WATER

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

1.18 CONDITIONS OF USE

- A. The Contractor shall assume full responsibility for the protection and safekeeping of project materials, tools, and equipment stored on premises. Any stored products interfering with Owner operations shall be moved by the Contractor at his/her expense. The Contractor shall obtain and pay for use of any additional storage or work area for operations.
- B. The Owner will require the following of the Contractor in addition to the requirements shown and described elsewhere in these documents:
 - 1. The Contractor shall hand carry written notification to property owners adjacent to the project area a minimum 7 days in advance of beginning construction. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.

2. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The Owner shall be given that person's name, phone number, e-mail.

1.19 CONTRACTOR'S RESPONSIBILITIES

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

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

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

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2000****MEASUREMENT AND PAYMENT****PART 1 – GENERAL****1.01 SUMMARY**

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

1.02 REFERENCES

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

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM**A. Scope of Contract Sum**

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

B. Unit Price items

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

C. Lump Sum Items

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

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

D. Allowance Items

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

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

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

B. Contractor's Requests for Progress Payments

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

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

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

C. Owner's Review of Progress Payment Applications

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

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

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

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

1.05 FINAL PAYMENT

A. Final Payment

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

B. Final Accounting

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

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

1.06 SUBSTITUTION OF SECURITIES

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2600****MODIFICATION PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

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

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER**A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:**

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

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

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

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

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

C. Time Requirements:

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

D. Cost Estimate Information:

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

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

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

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

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

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

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

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

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

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

B. Required Documentation for Adjustments to Contract Amounts:

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

C. Responses and Disputes:

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

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

1.07 **MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)****A. Markup Percentages for Changed Work (Component 2):**

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

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

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

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

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

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

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

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

1.09 **EFFECT OF PAYMENT**

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

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

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

B. Exception for Changes Extending the Contract Time.

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

C. Limits of Liability / Accord and Satisfaction.

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

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

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

B. Records And Certification.

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

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

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

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

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

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

Brief description of change(s): _____

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

By Contractor: _____

Signature: _____

Date: _____

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

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

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

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

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

1.03 WEEKLY PROJECT MEETINGS

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

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

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

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3230****PROGRESS SCHEDULES AND SUBMITTALS****PART 1 – GENERAL****1.01 SUMMARY**

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

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

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

1.03 SCHEDULE REQUIREMENTS.

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

1.04 MONTHLY UPDATES

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

1.05 RECOVERY SCHEDULE

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

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

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

1.02 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.
- C. Following is a list of anticipated submittals. Please refer to the technical specifications for any additional submittals not specifically mentioned in this section.
 - 1. Safety Plan
 - 2. Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. Injury Illness Prevention Plan / Worker Protection Program (See Section 09871)
 - 5. Sampling, Handling, Testing and Disposal of Debris (See Section 09871)
 - 6. General Safety Requirements (See Section 09871)
 - 7. Tests, Certificates
 - 8. Record Drawings
 - 9. Calculations/Certifications for meeting Cal-OSHA Requirements
 - 1. Sports Equipment: Product data sheet for basketball goals.
 - 2. Site Furnishings: Product data sheet for bench, shop drawings for bench connection.
 - 3. Demolition: Schedule for work.
 - 4. Trenching: Product data sheet for bedding materials.
 - 5. Aggregate Base: Product Data sheet/sieve for material.
 - 6. AC Paving: Sieve/data for materials, compliance documentation.
 - 7. Site Conc: Product data for materials, mix data.
 - 8. Soil Preparation: Product data for materials, samples, testing info, delivery tags.
 - 9. Bio Soil: Samples, certification, testing info.
 - 10. Hydroseeding: Product data, schedule, qualifications, equipment.
 - 11. Storm Drainage: Product data, testing for backfill, samples.

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

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

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

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

- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 4100****REGULATORY REQUIREMENTS****PART 1 – GENERAL****1.01 SUMMARY****A. Section includes:**

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

1.02 GENERAL**A. Compliance with Laws**

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

B. Precedence

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

1.03 REGULATORY REQUIREMENTS**A. Applicable Codes**

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

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

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

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

C. Change Orders and Claims:

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

D. Required Provisions On Contract Claim Resolution

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

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

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

E. Compliance With Americans With Disabilities Act

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

F. Compliance With IRCA

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

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

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

A. References

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

B. Precedence

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

C. Referenced Grades, Classes, and Types:

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

D. Edition Date of References:

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

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.**1.03 DEFINITIONS****A. Meaning of Words and Phrases**

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

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

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

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Presidents' Day, third Monday in February;
 - d. Cesar Chavez Birthday, March 31st;
 - e. Memorial Day, last Monday in May;
 - f. Juneteenth, June 19th;
 - g. Independence Day, July 4;
 - h. Labor Day, first Monday in September;
 - i. Veterans' Day, November 11;
 - j. Thanksgiving Day, as designated by the President;
 - k. The Day following Thanksgiving Day;
 - l. The Day preceding Christmas Day, December 24;
 - m. Christmas Day, December 25; and
 - n. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).

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

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

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

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

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

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

B. Other Defined Terms

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:

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

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.

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

B. Equipment and Systems.

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

C. Procedure for Substantial Completion

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

1.03 FINAL COMPLETION**A. Requirements**

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

B. Procedure

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

C. Final Adjustments of Accounts:

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

D. Warranties

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

E. Warranty of Title:

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

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

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

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

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

PART 2 - PRODUCTS – NOT USED**PART 3 - EXECUTION – NOT USED****END OF SECTION**

CITY OF SEASIDE

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

Technical Specifications

**100% Construction Documentation
April 3, 2023**

BFS Landscape Architects
Monterey, CA

BFS Landscape Architects
425 Pacific Street, suite 201
Monterey, CA 93940
831-646-1383
Larry Foster, LA 2683



LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

SECTION 01 57 23

TEMPORARY WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Work in this section includes furnishing all labor, equipment and materials necessary for the implementation of temporary Water Pollution Controls, including implementation, monitoring, and maintenance of Best Management Practices (BMPs).
- B. The anticipated area of disturbance for this project is less than one acre. If the area of disturbance will exceed one acre, the OWNER must obtain coverage under the State's Construction General Permit. The CONTRACTOR shall notify the ENGINEER in the event he anticipates the area of disturbance will exceed one acre. The CONTRACTOR shall not disturb more than one acre on the site, including staging, material lay-down, and equipment storage areas, if the OWNER has not gained coverage under the Permit
- C. Principal items of work include:
 - 1. Training employees and subcontractors in stormwater Best Management Practices (BMPs)
 - 2. Stormwater site inspections
 - 3. Reporting and recordkeeping
 - 4. Implementing and maintaining BMPs, and removing BMPs when no longer needed.
 - 5. Non-stormwater management and good housekeeping practices
 - 6. Final site cleanup

1.02 REFERENCES

- A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2018 edition
- B. Standard Plans, State of California, Department of Transportation (Caltrans), 2018 edition
- C. Construction Site Best Management Practices Manual (BMP Manual), State of California, Department of Transportation (Caltrans), 2003 edition

1.03 QUALITY ASSURANCE

- A. CONTRACTOR's Water Pollution Control Manager (WPCM) is responsible for overseeing the implementation of Temporary Water Pollution Control (WPC) work on a day-to-day basis. The WPCM shall be an employee of the Contractor and shall be on site regularly.
- B. The WPCM shall educate, direct and enforce compliance with WPC requirements by all employees and subcontractors.
- C. All contractor employees, subcontractors, and heavy equipment operators shall attend a pre-construction WPC training session conducted by the Contractor's WPCM.

1.04 GENERAL PERFORMANCE REQUIREMENTS

- A. All storm water and non-storm water discharges shall be in compliance with all applicable federal, state, and local requirements.

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- B. This Section outlines the contract minimum requirements, and does not relieve the Contractor of his responsibilities for protection of water quality in accordance with all federal, state, and local requirements.
- C. Additional BMPs shall be required if the BMPs which are utilized are not adequately protecting water quality.
- D. The Contractor shall update the Water Pollution Control Drawings to indicate current operations, equipment used, sequence of work, and other aspects of the project.
- E. Contractor is responsible for the performance of subcontractors. Contractor's WPCM shall inspect and monitor all subcontractors' work and storage areas for compliance with this Section.

1.05 FINES AND PENALTIES

- A. Contractor shall pay any fines and be liable for any other penalties that may be imposed by any federal, state, or local regulatory agency for non-compliance with any water quality requirement during the course of work.
- B. Contractor is responsible for implementing any and all BMP corrective measures, at his own expense, as may be directed by the regulatory agencies.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide all temporary and permanent water pollution control measures, equipment and materials as required by this Section and the Construction Drawings.
- B. Materials shall conform to the Caltrans Standard Specifications and Caltrans Standard Plans including Standard Specifications sections:
 - 1. 13-4 Job Site Management
 - 2. 13-5 Temporary Soil Stabilization
 - 3. 13-6 Temporary Sediment Control
 - 4. 13-7 Temporary Tracking Control
 - 5. 13-8 Temporary Active Treatment System
 - 6. 13-9 Temporary Concrete Washouts
 - 7. 13-10 Temporary Linear Sediment Barriers
 - 8. 14-9 Air Quality
 - 9. 14-10 Solid Waste Disposal and Recycling
 - 10. 14-11 Hazardous Waste and Contamination

2.02 SUBMITTALS

- A. Provide documentation for WPCM, employee and subcontractor training, including pre-construction WPC training.

PART 3 - EXECUTION

3.01 MONITORING, INSPECTIONS AND REPORTING

- A. Monitor the National Weather Service (NWS) forecast on a daily basis during the rainy season.
- B. Conduct inspections:

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1. Within 72 hours prior to predicted rain events to ensure that the site is prepared for the rain event
 2. Within 48 hours after a rain event to evaluate BMP performance and identify corrective actions
 3. Conduct daily inspections of adjoining public roadways, material storage areas, and vehicle and equipment areas.
- C. Implement identified corrective actions within 72 hours, unless a later date is authorized.
- D. Notify the OWNER of any site visits by or correspondence received from any federal, state, or local agency, which are related to activities under this Section.

3.02 BEST MANAGEMENT PRACTICES

- A. Implement Best Management Practices as required by Sections 13 and 14 of the Caltrans Standard Specifications.
- B. Work shall comply with the following Caltrans Standard Specifications Sections, as applicable:
1. 13-4 Job Site Management
 2. 13-5 Temporary Soil Stabilization
 3. 13-6 Temporary Sediment Control
 4. 13-7 Temporary Tracking Control
 5. 13-8 Temporary Active Treatment System
 6. 13-9 Temporary Concrete Washouts
 7. 13-10 Temporary Linear Sediment Barriers
 8. 14-9 Air Quality
 9. 14-10 Solid Waste Disposal and Recycling
 10. 14-11 Hazardous Waste and Contamination
- C. Best Management Practices shall be implemented concurrent with the commencement of construction, shall be maintained throughout construction, and shall be removed when no longer required, when approved by the ENGINEER.

3.03 COMPLETION OF WORK

- A. Final site cleanup and stabilization shall be considered complete when all of the following have been achieved:
1. The site will not pose any additional sediment discharge risk than it did prior to the commencement of construction activity;
 2. There is no potential for construction-related storm water pollutants to be discharged into site runoff;
 3. Final stabilization has been reached;
 4. Construction materials and wastes have been disposed of properly;
 5. Post-construction storm water management measures have been installed;
 6. All construction-related equipment, materials and any temporary BMPs no longer needed are removed from the site.

END OF SECTION

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SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 EXISTING DATA

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

1.03 QUALIFICATIONS OF SURVEYOR

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

1.04 QUALIFICATIONS OF ENGINEER

- A. California registered engineer of the appropriate discipline, acceptable to OWNER.

1.05 SUBMITTALS

- A. Submit the name, address, and license number of the ENGINEER to the OWNER, if CONTRACTOR-provided.

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PART 2 - PRODUCTS

2.01 NOT USED

PART 3 - EXECUTION

3.01 PROTECTION OF SURVEY REFERENCE POINTS

- A. Locate and protect existing survey reference points prior to starting site work, and preserve all permanent reference points during construction.
- B. All stakes, boundary lines, corner markers, benchmarks survey markers, etc., which have been or may be established in any part of the site, must be carefully preserved and respected by the CONTRACTOR and must be restored at the CONTRACTOR's expense if lost or destroyed as a result of the CONTRACTOR's operations.

3.02 CONSTRUCTION STAKING

- A. Prior to the start of work, SURVEYOR shall review and verify the existing horizontal and vertical controls. Report any discrepancies to the ENGINEER.
- B. Establish and safeguard a minimum of two permanent benchmarks on the project site.
- C. SURVEYOR shall establish all necessary horizontal and vertical survey control lines and points on site prior to commencement of CONTRACTOR's work, as outlined below. These controls shall be maintained by the CONTRACTOR throughout the course of construction.
- D. The following survey stakes shall be provided by the CONTRACTOR-PROVIDED SURVEYOR for use in constructing the improvements as shown on the contract documents.
 - 1. Rough Grade Stakes for areas to be paved and play area to be excavated.
 - 2. Finish Grade Stakes for curbs, gutters, slabs and sidewalk areas – Provide stakes at grade breaks and angle points, at beginning and end of horizontal and vertical curves, at maximum 25' spacing on curved alignments, at 50' spacing on tangent alignments, and as generally necessary for construction of the work.

3.03 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Upon completion of final site improvements, prepare record (as-built) drawings including locations and elevations of all underground utilities, site drainage piping and structures, points of connection, manholes and drain inlets, and locations of utility stub outs.

END OF SECTION

SECTION 11 68 33

SPORTS EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Work in this section includes, but is not limited to, the provision and installation of all sports equipment including but not limited to the following with all miscellaneous hardware, foundations, footings and miscellaneous appurtenances thereto:
 - 1. Basketball Goal System
- B. Related Work:
 - 1. Field Earthwork and Grading
 - 2. Site Concrete

1.03 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM).
 - 2. National Federation of State High School Associations (NFHS).
- B. Submittals:
 - 1. Submit manufacturer's product literature, technical specifications, and other data required to demonstrate compliance with specified requirements for all sports equipment.
- C. Review:
 - 1. All site accessories and locations shall be reviewed by the Architect prior to installation.

1.04 FIELD MEASUREMENTS

- A. Contractor shall verify position and layout of sports equipment. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. SportsEdge, Troutman NC, 28166. Contact Greg Norfleet, 925-250-9565. (www.sportsedge.com)
- B. PW Athletic, IL and AZ, 800-710-3390 (www.pwathletic.com)
- C. www.JayProSports.com
- D. Approved equal, prior to the Bid.

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

2.02 SPORTS EQUIPMENT

- A. General: Provide equipment complying with requirements of NFHS rules.
- B. Approved equals: All equipment specified herein is subject to approved equals as manufactured by specified Acceptable Manufacturers.
- C. List of Equipment:
 - 1. Provide two outdoor Basketball Goal Systems (post, backboard, rim, net, and post pad):
 - a. Model #Tyrant Max with 36"x54" aluminum, fan shaped backboard, by SportsEdge.
 - b. Model #656 gooseneck post, #UBG-500 playground goal and net, and #ALB-24BT aluminum fan backboard, by JayProSports.com.
 - c. Post Pad: Provide 6' high post pad per manufacturer, standard color per Owner.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Inspection: Verify that earthwork is completed to correct line and grade. Notify Architect of any incomplete work by previous Contractors.

3.02 INSTALLATION

- A. Sub-grade Preparation: Refer Earthwork and Grading, Section 312213.
- B. Install all equipment per manufacturer's recommendations and details, and as shown on the Drawings.
 - 1. Install posts, poles, and footings as shown on the Drawings.
- C. Concrete foundations and footings: Refer Site Concrete, Section 321900.
 - 1. Forms shall be set accurately to line and grade. If the forms are set more than 0.01 foot (3 mm) above or below grade or more than 0.02 foot (6 mm) from prescribed alignment, they shall be corrected before any concrete is placed.
- D. Clean Up: The Contractor shall remove excess excavated material from the site of the work. He shall clean up and dispose of rubble and construction debris, and leave the site of the work in a condition satisfactory to the Owner.

END OF SECTION

SECTION 12 93 00

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of Site Furnishings as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:
 - 1. Bench
- B. Related work includes but is not limited to:
 - 1. Aggregate Base
 - 2. Site Concrete

1.03 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of: the State of California Department of Transportation (CALTRANS) Standard Specifications, latest edition, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C1107 Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
- C. Applicable ISO Testing Standards (latest revisions) as they apply to this work.
- D. California Building Code (CBC) Chapter 11B for accessibility to Site Furnishings.

1.04 SUBMITTALS

- A. Documentation: product data for all standard site furnishings and accessories. Include material descriptions, recycled content, dimensions of individual components and profiles, finishes, field-assembly requirements, installation hardware, and installation details as applicable.
- B. Samples:
 - 1. If the Drawings and/or Specifications note that the color(s) is/are to be selected from the Manufacturer's standard range, the submit original color chart(s) or standard color sample chips. Digital files or prints are not acceptable.
 - 2. If the Drawings and/or Specifications note that the color(s) is/are custom, then submit custom sample chips of all the selected finishes and colors.
- C. Shop Drawings: for all custom site furnishings and accessories. Show all locations, markings, quantities, materials, sizes, and shapes and indicate all methods of connecting, anchoring,

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fastening, bracing, and attaching to the work of other trades. Revise and resubmit if required per review by the Owner's Representative.

- D. Maintenance Data: At Substantial Completion submit maintenance information for site furnishings and accessories where applicable for inclusion in the Owner's maintenance manuals.

1.05 REVIEWS

- A. Review and Adjustment: Review all site furnishing locations with the Owner's Representative prior to proceeding with any installation. Make adjustments to locations as approved by the Owner's Representative.
 - 1. Use stakes / flags / spray paint in unpaved areas, tape / removable paint in paving areas. For furniture that requires concrete slab footings, markings should outline the edge of the foundations.
 - 2. The Owner's Representative may require the site furnishings to be placed in their proposed locations to make visual adjustments.
 - 3. Mark-up the as-built plans prior to project completion with final locations, unless the revisions were already recorded by the Owner's Representative.

1.06 QUALITY ASSURANCE

- A. Manufacturer's Instructions: Materials, products, processes, equipment or the like shall be installed or applied in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.
- B. Perform all work in accordance with all applicable State and local laws, codes and regulations.

1.07 DELIVERY, STORAGE & HANDLING

- A. Delivery & Handling: Transport and handle new site furnishings and accessories in a manner to avoid hairline cracks, staining or other damage.
- B. Storage & Protection: Store all site furnishings and accessories free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.
 - 1. Coordinate with the Owner's Representative for appropriate locations to store existing salvaged site furnishings and accessories, until required for reinstallation.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Location: Where shown located in unpaved areas adjacent to accessible paved areas and the distance to the edge of paving is not shown on the Drawings, install all site furnishings so that they comply with the requirements of 11B-308.2.1 Unobstructed Forward Reach and 11B-308.3.1 Unobstructed Side Reach of the CBC.
 - 1. A wheelchair should remain on the accessible paved surface at all times while the occupant is accessing the site furnishings.

2.02 FURNISHINGS

- A. Bench with back:
Manufacturer: DuMor, Inc.
Model #: 11 Series PL, 6 long

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Description: Recycled plastic bench with back, surface mounted install.
Finish / color: Boards to be plastic in Cedar. Posts to be Black.
Distributor/Contact: Ross Recreation, Casey Hilbert (831-689-9110).

2.03 FOOTINGS

- A. Dimensions: As shown on the Drawings. If not shown on the Drawings, then the furnishing manufacturer's standard footing design.
- B. Aggregate Base: See Specification Aggregate Base if included in these Specifications. If not included, then Caltrans Standard Specifications, Section 26, Class-2, 3/4" maximum. Recycled aggregate base complying with the same requirements is acceptable.
- C. Concrete: See Specification Site Concrete if included in these Specifications. If not included, then a pre-blended mix, 4000 PSI at 28-days, Quikrete or approved equal, is acceptable for footings for site furnishings.

2.04 FASTENERS

- A. Fasteners, Fittings, and Hardware: Stainless steel or noncorrodible materials; commercial quality; tamperproof, vandal and theft resistant; concealed, recessed, and capped or plugged. Provide as required for site furnishings' assembly, mounting, and secure attachment.

PART 3 - EXECUTION

3.01 GENERAL

- A. Pre measure: Measure installed features of the project critical to the correct off-site fabrication of custom furnishings.
- B. Work Conditions: Examine areas and conditions for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Install all embedded site furnishings in concrete paving areas prior to the concrete pour. Schedule the receiving of equipment in conjunction with the concrete pour. Any block outs of concrete pour due to scheduling conflicts shall be approved by the Owners Representative and at no additional cost to the Owner. Finish of any block out areas shall match adjacent paving.
 - 1. Furnishings damaged due to the concrete pour shall be replaced at the discretion and to the satisfaction of the Owners Representative, and not repaired or cleaned.

3.02 INSTALLATION

- A. General: install site furnishings as shown on the Drawings and as specified herein.
- B. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- C. Install site furnishings plumbed to the vertical and securely anchored. Provide spacers under the bases / legs, as acceptable to Owner's Representative, to level the furnishings. Install seats to heights shown on the details, or at 18" above finish grade.

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- D. Cast-in place posts: Set cast-in-place support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

3.03 REPAIR, CLEAN-UP AND PROTECTION

- A. Repair damaged site furnishing finishes to match original finish or replace damaged products prior to Substantial Completion.
- B. Clean site furnishings of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- C. Restore adjacent areas that have been damaged from the installation of playground equipment.
- D. Cleaning: After installation of site furnishings, remove all excess soil, packaging, and other debris and legally dispose off-site. Clean all walks, walls, pavements, and planting areas leaving the entire area in a neat, orderly condition.
- E. Graffiti Removal: Suggested product is available at <https://www.graffitiremovalinc.com/> check with the furniture manufacturer(s) as to whether this is appropriate for their surfaces.

3.04 CLOSEOUT

- A. Maintenance Data: cleaning and maintenance information for site furnishings and accessories.
- B. If available, provide 1 can of each specified site furnishing paint color for future touchup work to the Owner.

END OF SECTION

SECTION 31 11 13

SITE CLEARING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Site Clearing work as shown on the Drawings and as specified in this Section. The work includes but is not limited to:
 - 1. Clearing and Grubbing.
- B. Related work includes but is not limited to:
 - 1. Demolition
 - 2. Earthwork and Grading

1.03 DEFINITIONS

- A. Existing Topsoil: The top layer of existing soil in unpaved / planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over one cubic inch and other objectionable material. Depth of existing topsoil shall be taken to be 2-4 inches deep on average or as determined by the Owner's Representative at the time of construction after clearing and grubbing.
 - 1. At turf areas, existing topsoil starts below the grass root zone.
 - 2. At unpaved / planting areas other than turf, existing topsoil starts below the mulch layer.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 SITE CLEARING

- A. General
 - 1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing. See Specification Section Tree Protection.
 - 2. For removal of trees see Specification Section Tree Removal and Pruning
 - 3. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
 - 4. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.
- B. Clearing and Grubbing

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1. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes complete root systems.
2. Removal of sod includes plastic netting / mesh used as sod backing.
3. Remove all organic matter in unpaved / planting areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.

C. Stripping

1. Remove all vegetation and grass before stripping existing topsoil.
2. Strip existing topsoil from all unpaved areas to be improved with paving, structures. Average depth of topsoil is specified elsewhere in this Specification. Additional topsoil may be required to be removed in localized areas to depths encountered to prevent intermingling with underlying subsoil or other waste materials.
3. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 CLEAN-UP

- A. Disposal: Remove cleared & grubbed material, waste, unsuitable, and excess material from the Owner's property and dispose of legally or as directed by the Owner's Representative.

END OF SECTION

SECTION 31 11 16

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Demolition of concrete walks and asphalt paving, including aggregate base.
 - 2. Demolition of steps and walls, including concrete footings and aggregate base.
 - 3. Saw-cutting asphalt as required.
 - 4. Irrigation adjustment.
 - 5. Demolition of benches and footings.
 - 6. Demolition of volleyball posts, basketball post, and footings.
- B. Related work includes but is not limited to:
 - 1. Site Clearing
 - 2. Earthwork and Grading

1.03 DEFINITIONS

- A. Topsoil: See Specification Section Earthwork and Grading.

1.04 SUBMITTALS

- A. Indicate on the project schedule submittal, proposed time for demolition work in this Section, including shut-off time and capping of utility service.

1.05 QUALITY ASSURANCE

- A. Reviews: Prior to any site clearing or demolition work, prepare protection measures of items indicated to be preserved and protected for review by the Owner's Representative.

1.06 SITE CONDITIONS

- A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.
- B. Explosives: Use of explosives for demolition work is not permitted.
- C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.

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- D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction
- F. Protection of existing vegetation – see Specification Section Site Clearing.
- G. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Clearing and Grubbing: See Specification Section Site Clearing.

3.02 DEMOLITION

- A. Pollution Controls:
 - 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
 - 2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
 - 3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.
- B. General: Remove above and below grade pavements, curbing and other conditions necessary to permit new construction and other work as indicated on the Drawings. Removal of underground pipe or conduit interfering with construction is included under this Section.
- C. Damage: Return adjacent areas to condition existing prior to the start of the work.
- D. Saw-cutting: Saw-cut all asphalt and concrete to interface with new planting or paving areas. Concrete interfaces are to be saw-cut with a diamond tipped blade. Use the correct blade for the application as determined by the Blade Application Code for Diamond Saw Blades, 2004 edition, developed by the Masonry and Concrete Saw Manufacturers Institute.

3.03 IRRIGATION ADJUSTMENT

- A. General:
 - 1. Trench as required to access only those parts of the irrigation system to be adjusted.
 - 2. Cap all sprinkler heads / lines as necessary.
 - 3. Adjust, repair and/or replace sprinkler heads / lines as necessary.
 - 4. Salvage irrigation equipment needed to be removed for new construction.
 - 5. Backfill and restore adjusted and adjacent areas to condition existing prior to the start of the work. Includes replacing removed turf with sod to match existing turf.

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3.04 CLEAN-UP

- A. Disposal Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Dispose of waste materials legally off-site.

END OF SECTION

SECTION 31 22 13

EARTHWORK AND GRADING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Earthwork and Grading as shown on the Drawings and as specified in this Section. The work includes but is not limited to:
 - 1. Rough grading and excavations
 - 2. Providing, processing, placement, and compaction of any fill materials necessary to meet the designed lines and grades.
- B. Related work includes but is not limited to:
 - 1. Site Clearing
 - 2. Demolition
 - 3. Erosion and Sediment Control
 - 4. Drainage Facilities
 - 5. Soil Preparation

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of the State of California Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- C. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.
- D. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of mulch.

1.04 QUALITY ASSURANCE

- A. Tolerances: No combination of high and low tolerances that compromise pavement cross-section shall be permitted. Final grades after compaction and/or excavation shall conform to the grades shown on the Drawings, with a maximum tolerance of 0.10 foot for non-paved areas and 0.05 foot for paved areas, plus or minus.

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- B. Geotechnical Monitoring / Testing: Coordinate with the Owner's Geotechnical Engineer for compaction testing for earth base under all paving areas and foundations. At the Owner's discretion, the Engineer may also monitor site preparation, foundation excavations, placement of engineered fill and trench backfill.

1.05 REVIEWS

- A. Notify the Owner's Representative at each stage of the operation indicated below and allow such reasonable time to observe excavation and trenching, and for testing and inspection as the Owner's Representative may require. Do not proceed with any portion of the work until authorization has been received from the Owner's Representative.
1. Site Preparation Review – Prior to any earthwork and grading. See Specification Section Landscape Irrigation for other items to be inspected during this review.
 2. Preliminary Review - After all rough grading is complete and sub-grade is prepared.
 3. Each review shall be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

1.06 SPILLAGE AND DUST CONTROL

- A. Spillage: Prevent spillage when hauling on or adjacent to any public street or highway. In the event that such occurs, remove all spillage and sweep, wash, or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California, and in compliance with applicable Best Management Practices (BMPs).
- B. Dust: Take all precautions needed to prevent a dust nuisance to adjacent public and private properties and to prevent erosion and transportation of soil to downstream of adjacent properties due to their work under this contract. Correct or repair any damage caused in this manner at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fill Material: Selected on-site excavated/sub-soil material is considered suitable fill material for embankment construction, subject to prior approval by the Owner's Representative.
- B. Inorganic on-site fill and sub-soil may be used as structural fill to achieve final grades, provided the fill contains no debris and is free of rocks or clods greater than 6-inches in maximum dimension, and no more than 15 percent by weight of rocks larger than 3-inches. Submit samples of any proposed imported fill to the Owner's Representative for appropriate testing and approval no less than (5) five working days prior to the anticipated job site delivery. Fill material shall meet the following requirements:
1. Have a sand equivalent greater than 20%
 2. Have not more than 15% passing the 200 sieve.
 3. Have an R-Value of not less than 50.

- C. Sand: for bedding and backfill for underground utilities including water service lines shall conform to the sieve analysis below:

Sieve Size:	Percent Passing:
#30 (600 um)	At least 75%
#100 (150 um)	Less than or equal to 5%

- D. Topsoil: the top layer of existing soil in planting areas, containing minerals and organic materials including humus. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the

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Owner's Representative at the time of construction after clearing and grubbing. See Specification Section Site Clearing.

1. Topsoil is a sandy type.
2. At turf areas topsoil starts below the grass root zone.
3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
4. Soil underneath paving and aggregate base areas shall not be considered as top soil.

- E. Sub-soil: the remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over one cubic inch and all foreign debris and organic material have been removed.

1. Soil under paving and aggregate base areas can be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

PART 3 - EXECUTION

3.01 GENERAL

- A. Keep all excavations (including, pits, trenches, footings, etc.) entirely free from water. Protect excavations from rain or water from any source during construction. Use suitable pumping equipment or other means as required by the conditions. Continue pumping as necessary until the completion of the project. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and prevent surface drainage over fill slopes, in order to avoid erosion. Grading operations for erosion control shall be as approved by the Owner's Representative. Once excavation and grading commence, do not allow surface drainage to flow onto adjacent properties.
- B. Seasonal Limits: Do not place, spread, or roll fill material during unfavorable weather conditions. When work is interrupted by heavy rains, do not resume fill operations until field density tests indicate the moisture content and density of fill meet the specified requirements and approved by the Owner's Representative.
- C. Unusual Conditions: In the event that any unusual soil conditions are encountered during grading operations, notify the Owner's Representative immediately. Excavate and dispose of unsuitable material encountered below the natural grade as directed by the Owner's Representative and paid for as Extra Work. Unsuitable material is defined in DTSS Section 19 Earthwork Clause 1.01B.
- D. Provide satisfactory pollution and dust abatement and control measures continuously during the course of the work.
- E. Utilize reclaimed water or dust palliatives if required by the applicable Water Conservation Ordinance.

3.02 TOPSOIL STOCKPILE & PROTECTION

- A. Stripping: Strip the topsoil on the site after clearing and grubbing and stockpile it for future use in this project. Install topsoil in planting and turf areas as per finish grading directions in the Specification Section Soil Preparation. Stripping depth shall be as specified herein.

3.03 SITE PREPARATION, EXCAVATION & GRADING

- A. Depressions, voids, or unsuitable material encountered shall be excavated to expose firm soil as directed by the Owner's Representative. Backfill and compaction to design grade shall be approved by the Owner's Representative. When earthwork or trenching conditions are

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determined by the Owner's Representative to be unsuitable material, perform the work as defined in DTSS Section 19-2.02 Unsuitable Material.

- B. Excavation work shall include sloping and rounding tops and ends of excavations.

3.04 FILL PLACEMENT AND COMPACTION

- A. Place the fill in maximum 6-inch lifts (compacted layers) and compact the fill by mechanical means only. Fill shall be conditioned, at time of compaction, to 1% to 3% above the optimum moisture content of the soil.
 - 1. For non-porous paving, compact each lift to minimum 95% relative compaction.
 - 2. Carry out and document field density tests to ensure proper compaction.
 - 3. The placement and spreading of fill materials and its processing and compaction of fill materials by flooding, ponding, or jetting shall not be permitted without the prior approval of the Owner's Representative.

3.05 SUB-GRADE PREPARATION

- A. A minimum of 8-inches of the in-place sub-grade soil shall be scarified, moisture conditioned to 1%-3% above optimum value, and compacted to a relative compaction of at least 95% under all paving including concrete slabs-on-grade, asphalt concrete pavements, and foundations/footings. This depth of densified soils is in addition to additional fill material required to bring the sub-grade to grade.
- B. Compact a minimum of 6-inch of sub-grade soil in all planting areas to maximum 85% relative compaction.
- C. All soft or wet sub-grade soil encountered during earthwork and grading should be stabilized prior to placement of fill and further construction. This may involve scarifying and air-drying of the soil, or excavation and replacement of the wet soil with dry soil. Obtain prior approval of proposed method of stabilization from the Owner's Representative.

3.06 TOPSOIL PLACEMENT

- A. See Specification Section Soil Preparation for topsoil installation.

3.07 FINISH GRADING

- A. Finish grade all areas, including those indicated to be planted on the Drawings, and remove all rocks and clods over one cubic inch. Grade all areas smoothly and uniformly. Repair all erosion damage during the construction period.
- B. Unless otherwise shown on the Drawings, all soil finish grades shall be one-inch (1") below finish surface of walks, pavements, and curbs.

3.08 EXCESS SOIL DISPOSAL

- A. Excess excavation material shall be disposed of at an off-site location, disposal facility to be approved by the Owner's Representative. Pay for any analytical testing of the excess material that may be required by the disposal facility. These tests may include
 - 1. CAM-17 Testing Waste for Hazardous Metals
 - 2. BTEX (Benzene, Toluene, Ethylbenzene, Xylene) Test
 - 3. TPH (Total Petroleum Hydrocarbon) Test

END OF SECTION

SECTION 31 23 33

TRENCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes:
 - 1. Trench excavation, shoring, and dewatering
 - 2. Pipe bedding, installation, and alignment
 - 3. Concrete encasement
 - 4. Warning tape and tracer wire
 - 5. Trench backfilling and compaction
 - 6. Surface restoration
 - 7. Record drawing requirement

1.02 RELATED SECTIONS

- A. Section 312213 – Earthwork
- B. Division 33 – Utilities

1.03 REFERENCES

- A. California Code 4216 – Protection of Underground Infrastructure
- B. California Occupational Safety and Health Administrative Code
- C. Standard Specifications, State of California, Department of Transportation (Caltrans), 2022 Edition
- D. ASTM C 136 – Standard Test Method for Sieve Analysis of Fine and Course Aggregates
- E. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method
- F. ASTM D 1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- G. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- H. ASTM D 2419 – Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- I. ASTM D 2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- J. ASTM D 2922 – Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- K. ASTM D 3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- L. ASTM F 1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

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1.04 SUBMITTALS

- A. Submit proposed foundation, bedding, and backfill materials to the GEOTECHNICAL ENGINEER at least 2 weeks prior to planned delivery or use.
- B. Submit manufacturer's cut sheets for all other materials to the ARCHITECT
- C. Submit samples and test results at least two weeks prior to planned purchase/delivery.

1.05 DEFINITIONS

- A. Relative Compaction, R.C., or Percent Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.
- B. Remove: Demolish, remove and dispose of off-site in a legal manner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pipe: as specified for the utility being installed.
- B. Foundation, bedding and backfill materials shall be as noted on the Plans and as specified for the type of facility being installed.
- C. Concrete: Minor concrete conforming to Section 90 of the Caltrans Standard Specifications.
- D. Controlled density fill (CDF): 2-sack slurry cement backfill conforming to Section 19 of the Standard Specifications.
- E. Aggregate base: Class 2 aggregate base conforming to Section 26 of the Standard Specifications.
- F. Clean Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; maximum particle size and volume of 1/2" and 18% respectively, with minimum Sand Equivalent value of 30 per California Test 217 or ASTM D2419
- G. Select native material may be used for bedding and/or backfill only if approved by the GEOTECHNICAL ENGINEER.

2.02 ACCESSORIES

- A. Detection tape: Polyethylene plastic warning tape, minimum 3.5 mils thick, 6" wide, appropriately labeled and color coded.
- B. Tracer wire: Insulated No. 10 copper wire.
- C. Geotextile fabric: as shown on the Plans and as approved by the GEOTECHNICAL ENGINEER.

PART 3 - EXECUTION

3.01 GENERAL

- A. All improvements shall be constructed in accordance with the California Building Standards Code, the Geotechnical Report, the Drawings, and these Specifications.

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- B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.
- C. In the event that any unusual conditions are encountered during grading operations which are not covered by the Geotechnical Report or these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made.
- D. Where work is performed in public streets or rights of way, or on public utilities, perform the work in accordance with the requirements of the authority having jurisdiction and/or utility owner, if such requirements are more stringent than the requirements of this section.

3.02 SAFETY

- A. Work shall comply with all federal, state, and local safety requirements
- B. Except by permission of the OWNER, no trench shall remain open overnight.

3.03 PROTECTION

- A. Protect trees, shrubs, lawns, rock outcropping, and other landscape features to remaining as portion of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving, curbs and other improvements to remain.
- C. Locate and protect above and below grade utilities which are to remain.
- D. Document all pre-existing surface defects by photographic means prior to conducting trenching operations. Upon completion of construction, all surfaces showing non-documented settlement, spalls, gouges, cracks or other defects shall be repaired or replaced to the satisfaction of the ARCHITECT.
- E. Return all surface improvements designated to remain, which are removed for excavation, to their original condition, except as required to comply with other portions of the contract.
- F. Utility trenches which are parallel to the side of a footing shall be placed so that the trench bottom does not extend below a plane sloping downward and away from the building/footing at an inclination of 2:1 (H:V) from the bottom outside edge of the footing.

3.04 POTHOLING

- A. Pothole utility lines in advance of construction to determine if adjustment in horizontal or vertical location of pipe line is required. Submit drawing to Architect showing located utility locations and elevations.
- B. If potholing indicates a conflict between existing and proposed facilities, notify the ARCHITECT immediately. Do not perform work on systems which may be affected by the conflict until a resolution has been reached and you have been notified by the ARCHITECT.
- C. The Contractor shall locate existing utilities, including water, sewer, storm drain, gas, electric, and telecommunications prior to performing trenching work or any excavation.

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- D. The Contractor shall notify the Owner's Representative a minimum of two weeks prior to planned utility location work. The Owner may identify areas for underground utility location, other than those shown on the Plans.
- E. The precise locations and elevations of all utility crossings and points of connection must be verified by the Contractor prior to construction of systems which may be affected by the existing utility's location. Utilities shall be located by potholing where location and/or grade is critical

3.05 EXCAVATION, BEDDING, PIPE PLACEMENT AND BACKFILLING

- A. Trenching
 - 1. Excavate to the lines and grades indicated on the Drawings. The OWNER reserves the right to make changes to lines, grades, and depths when required due to field conditions.
 - 2. The excavation and the preparation of the trench shall be completed a sufficient distance in advance of pipe laying to prevent dislodged material from entering the pipe.
 - 3. If the foundation soil is soft, wet, spongy or unstable, the trench shall be excavated to stable soil as determined by the Geotechnical Engineer, and the excavation backfilled with pipe bedding material.
- B. Shoring
 - 1. The sides of all excavations shall be laid back or supported in the manner set forth by CAL/OSHA.
 - 2. Sheet piling and other shoring shall be withdrawn in such a manner as to prevent caving of the walls of excavations or damage to piping or other structures.
 - 3. Whenever timber or other sheeting is driven to a depth below the elevations of the top of the pipe, that portion of the sheeting below the elevation of the top of the pipe shall not be disturbed or removed.
- C. Dewatering
 - 1. Remove all water which may accumulate in the excavation during progress of the work so that all work can be done under dry conditions. Trenches shall be kept free from water while the pipe or other structures are installed, while concrete is setting, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.
 - 2. Dewatering shall conform to the best management practices as outlined in the California Stormwater Quality Association's *Stormwater Best Management Practice Handbook: Construction*, latest edition.
- D. Pipe bedding
 - 1. Bedding shall be placed in such a manner that the pipe may be laid true to line and grade. When the pipe is bedded, it shall be brought into true alignment and secured.
 - 2. Place and compact the initial backfill material to the pipe spring line in maximum 8" lifts. Carefully compact this material around and under the pipe.
 - 3. Place and compact the initial backfill material to 12" above the top of the pipe in maximum 8" lifts. Carefully compact this material around and under the pipe.
 - 4. Place and compact final trench backfill material in maximum 8" lifts to the final grade or subgrade elevation.
 - 5. Bedding and backfill shall be compacted to at least 95% relative compaction in improved areas, and 90% in landscaped or unimproved areas.
 - 6. Where slurry cement is utilized for pipe bedding, the pipe shall be set on precast mortar blocks or similar devices to allow for placement of required thickness of material under and around the pipe. The Contractor must take the necessary steps to avoid pipe flotation or mis-alignment.
- E. Pipe Installation:
 - 1. Pipe installation shall be in accordance with the manufacturer's instructions.

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2. All pipe handling shall be done in a manner that will not damage the materials. Pipe shall be carried into position, not dragged, and shall be carefully lowered into the trench. Under no circumstances shall the pipe or accessories be dropped into the trench.
3. Before lowering into the trench, and while suspended, the pipe shall be inspected for defects. Any defective, damaged or unsound pipe shall be rejected and replaced with sound material. The interior of the pipe shall be clean and free of debris.
4. Joints shall be centered and tight. Cutting of pipe for inserting fittings or for pipe connections shall be done in a neat and skillful manner without damage to the pipe. Each joint shall be inspected to ensure it is properly made before backfilling is done.
5. The pipe shall be laid true to line and grade. When completed, the pipe shall have a smooth and uniform invert. Care shall be taken to prevent any dirt or foreign matter from entering the open end of the pipe.
6. Where piping is installed on curves, the maximum deflection of each joint shall be no more than 80% of the maximum deflection recommended by the pipe manufacturer.

F. Trench Backfill and Compaction:

1. All backfill shall be placed in a manner to avoid rock pockets, voids, or other conditions that could lead to future settlement of the backfill.

3.06 TEMPORARY PIPE COVER

- A. Provide temporary backfill or other means as necessary to protect underground utilities from heavy construction loads.

3.07 CONCRETE BACKFILL

- A. Place concrete backfill where indicated on the Drawings.
- B. If pipe will be partly or entirely embedded in concrete, support and brace the pipe in a manner that will prevent movement or displacement of the pipe during testing and during placement and consolidation of the concrete. Consolidate concrete under and around the pipe without displacing the pipe.

3.08 WARNING TAPE

- A. Provide warning tape for
1. All exterior gas pipes
 2. All other pipes which are 2"-diameter and larger
- B. Install 12" above the pipe.

3.09 SURFACE RESTORATION

- A. Any pavement, curb, walk or any other surface or subsurface improvement removed or damaged during progress of the work, shall, before termination of the contract, be restored to its original condition whether or not such restoration is shown on the Drawings.
- B. The trench patch structural section shall be equivalent to the existing structural section, or 2½" Hot Mix Asphalt (Type A) on 8" Class 2 Aggregate Base, whichever is greater. Trench patch shall extend min 6" beyond trench wall ("tee cut").
- C. All street cuts shall be neatly sawcut on true line to 1½" minimum depth at a minimum of.

END OF SECTION

SECTION 32 11 23

AGGREGATE BASE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of a stable, compacted aggregate base layer, as shown on the Drawings.
- B. Related Work:
 - 1. Earthwork and Grading
 - 2. Asphalt Concrete Paving

1.03 STANDARDS AND DEFINITIONS

- A. State of California, Department of Transportation Standard Specifications, referred to in this Specification as 'Caltrans Standard Specifications'.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 2. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 3. D448 Classification for Sizes of Aggregate for Road and Bridge Construction
 - 4. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 5. D2940 Specification for Graded Aggregate Material for Bases
- C. Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 latest edition, expressed as a percentage.

1.04 QUALITY ASSURANCE

- A. Layout Review: Stake and layout all paving installations for review by the Owners Representative prior to excavation.
- B. Tolerances: Install the aggregate base and concrete to the minimum thickness shown and maintain tolerances for sub-grade, sub-base and finished grade as specified by Caltrans Standard Specifications. No combination of high and low tolerances will be permitted.

1.05 SUBMITTALS.

- A. Sieve analysis: Sieve analysis for aggregate base.

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1.06 STORAGE

- A. Store aggregate at site on a hard, dry and level patch of ground. Prevent contamination of the material with clay, dust, vegetable or other foreign matter.
1. Maintain sufficient distance between stacks of fine and coarse aggregates, and any permeable aggregates if present, to prevent the material at the edges of the stock piles from getting intermixed.
 2. Stack fine aggregate in such a place where loss due to effect of wind is minimum.

1.07 TESTING

- A. General: Test installed aggregate base per the requirements of Caltrans Standard Specifications.
- B. Inspection: Notify the Owner's Representative at the completion of the various stages of the operation as indicated below and allow such reasonable time for testing and inspection as the Owners Representative may require. Do not proceed with the next stage until authorization to proceed has been received from the Owners Representative.
1. After all rough grading is complete and sub-grade has been prepared to receive aggregate base.
 2. After each course of aggregate base has been placed and compacted and is ready for the following course.
 3. After final placement and compaction of aggregate base has been prepared to receive paving operations.
- C. Testing: document and submit all tests for aggregate base to the Owner's Representative.
1. Cost of all tests to be borne by the Contractor.
 2. If at any time the aggregate base does not meet the Specifications, restore the aggregate base, at no additional cost to the Owner, to the required grade, cross-section and density.

PART 2 - PRODUCTS

2.01 AGGREGATE BASE

- A. Delivery Moisture Content: Aggregate base is to contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate in transit or during placement and to facilitate proper compaction. Ensure that aggregate leaving the source plant meets this requirement. Apply water to the aggregate base on site to attain and maintain this minimum moisture content.
- B. Sieve: Caltrans Standard Specifications, Section 26, Class-2, 3/4" maximum.

Sieve Sizes	Percentage Passing			
	1 1/2 "Maximum		3/4 " Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100		
1 1/2 "	90-100	87-100		
1"			100	100
3/4 "	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

Quality Requirements

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Test	Operating Range	Contract Compliance
Resistance (R-value)		78 min.
Sand Equivalent	25 min.	22 min.
Durability Index		35 min.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Protection: Take all steps necessary not to damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 SUB-GRADE PREPARATION

- A. General: See Specification Section Earthwork and Grading for sub-grade preparation and compaction requirements.
- B. Verify that sub-grade preparation, compacted density and elevations conform to the Project requirements and Specifications.
1. In the event of over-excavation, use select-fill materials to achieve design sub-grade elevations. Materials and compaction as specified in Specification Section Earthwork and Grading.
- C. Verify that subgrade is free of rocks, depressions, voids, organic materials, and irregularities. Remove any excess or contaminated backfill from the drainage trenches. Re-compact and re-grade as necessary to place aggregate base.

3.03 AGGREGATE BASE INSTALLATION

- A. Place and compact aggregate base as specified in Caltrans Standard Specifications Section 26, to at least 95% relative compaction in accordance with ASTM D1557, and to a depth as noted on the Drawings. Verify grades to allow for finish paving.
- B. Roll the aggregate base until entire surface is firm, dense, and free from rock pockets and mud pads; do not slurry the base course. Clean the surface of all loose and extraneous material. Water the base course after compaction.

3.04 PROTECTION AND CLEAN-UP

- A. Protect the installed aggregate base from contamination by the work of other trades until paving is installed.
- B. Disposal: Upon completion of the work and transport excess material from the job site and dispose of in a legal manner.

END OF SECTION

SECTION 32 12 16

ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Asphalt Concrete Paving as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Aggregate Base

1.03 STANDARDS

- A. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation (CALTRANS) Standard Specifications (Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. D522 Test Methods for Mandrel Bend Test of Attached Organic Coatings
 - 2. D711 Test Method for No-Pick-Up Time of Traffic Paint
 - 3. D2369 Test Method for Volatile Content of Coatings

1.04 SUBMITTALS

- A. Sieve data: asphalt and base materials.
- B. Documentation: Manufacturer's information on all products related to the asphalt paving specified herein. Include proof of compliance with applicable local or regional air pollution or air quality management district VOC requirements.

1.05 QUALITY ASSURANCE

- A. Tolerances: For sub-grade, sub-base and finished grade, tolerances, shall be as specified by the Caltrans Standard Specifications except that Contractor shall deliver the full asphaltic concrete thickness shown. No combination of high and low tolerances that comprise the cross-section will be permitted.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading: Deliver material in sealed containers with labels legible and intact.
- B. Storage and Protection: Follow manufacturer's recommendations.

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PART 2 - PRODUCTS

2.01 ASPHALT MATERIALS

- A. Asphaltic Emulsion for Paint Binder: Caltrans Standard Specifications, Section 94, SS1.
- B. Asphalt: Caltrans Standard Specifications, Section 92, Viscosity Grade AR 4000.
- C. Asphalt Aggregates: Grading requirements as given below:
 - 1. Basketball Court paving: Caltrans Standard Specifications, Section 39. Bottom 2" course - 3/4" maximum, medium grade. Top 1" course - 3/8" aggregate maximum, with 6% oil content.

3/4 inch Maximum, Medium

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
1"		100	100
3/4"		95-100	90-100
3/8"		65-80	60-85
No. 4	49-54	X±5	X±8
No. 8	36-40	X±5	X±8
No. 30	18-21	X±5	X±8
No. 200		3-8	0-11

3/8 inch Maximum

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
1/2"		100	100
3/8"		95-100	95-100
No. 4	73-77	X±6	X±10
No. 8	58-63	X±6	X±10
No. 30	29-34	X±6	X±10
No. 200		3-10	0-14

- 2. Pathways: Caltrans Standard Specifications, Section 39, 1/2" maximum, medium grade.

1/2 inch Maximum, Medium

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
3/4"		100	100
1/2"		95-100	89-100
3/8"		80-95	75-100
No. 4	59-66	X±5	X±8
No. 8	43-49	X±5	X±8
No. 30	22-27	X±5	X±8
No. 200		3-8	0-11

2.02 STRIPING

- A. Asphalt Striping: White, exterior type, fast dry, lead-free, water-based acrylic copolymer based traffic paint by Bauer, Ennis Paint, D.J. Simpson Company, or approved equal. Paint shall meet State of California V.O.C. limit of 250 g/l. Width per the Drawings.

2.03 HEADER BOARD FOR PUBLIC PROJECTS

- A. Header board shall be pressure treated doug fir, or approved equal.
 - 1. See Plans for installation and sizes.
 - 2. Stakes: 2"x 4", 18" long minimum.
 - 3. Fasteners: hot dipped galvanized.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, clean-up and/or remove and replace at no expense to the Owner.

3.02 SITE PREPARATION

- A. Verify that aggregate base preparation and elevations conform to the Project requirements and Specifications. Do not install work specified in this Section prior to acceptance of aggregate base.
- B. Clear aggregate base surface of all loose or unsuitable material.

3.03 HEADER BOARD INSTALLATION

- A. Header board shall have straight-line joints less than three feet long; curved-line joints being laminated in a staggered pattern with ends no closer than eighteen inches.
 - 1. Install stakes not further than five feet on center at all ends, splices and joints.
 - 2. Splice all joints with 2 x 4 x 24" with top of splice plate 3/4" below top of header.
 - 3. Trim all stakes to 3/4" below top of header.
 - 4. Locate stakes at all ends, joints, and splices. Clinch over all nails.

3.04 ASPHALT CONCRETE INSTALLATION

- A. Apply paint binder in accord with Caltrans Standard Specifications, Section 39.4. Dilute paint binder with equal parts of water and applied to all vertical surfaces for existing pavement, curbs, gutters, catch basins, manhole frames, and construction joints in the surfacing, existing bases and pavements to be surfaced, and other surfaces designated by the Owners Representative. Provide asphaltic paint binder in sufficient quantity to produce a thin, uniform black, glossy coat of asphalt satisfactory to the Owners Representative. Redistribute pools in unevenly distributed areas by means of hand brooms. Verify exact rate of application with the Owners Representative.
- B. Spread asphalt concrete and compact uniformly to a closed, smooth surface and a layer of uniform density, in accord with Caltrans Standard Specifications, Section 39.6, in thicknesses noted on plans.
- C. Finish grades shall be as shown, smooth and without sharp breaks, and shall allow the pavement to drain. Upon completion of the paving, flood the area as directed by the Owners Representative. Reconstruct any low areas as directed by the Owners Representative.

3.05 STRIPING

- A. Solvent-based striping: Prepare surface in conformance with Caltrans Standard Specifications Section 84 "Traffic Stripes and Pavement Markings". Paint only when air and surface temperatures are above 50 degrees F. Line width shall not vary more than plus or minus 1/4". Apply two coats of paint per manufacturer's instructions.

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3.06 REPAIR AND CLEAN-UP

- A. Protect the installed paving from contamination by the work of other trades until review and approval by the Owner's Representative.
- B. Repair: If damage to the asphaltic concrete paving occurs, repair same, and if repair cannot be made to the satisfaction of the Owner's Representative, remove and replace the section.
- C. Disposal: Segregate surplus material and debris remaining upon completion of the work as to type, and transport from the job site and dispose of in a legal manner.

END OF SECTION

SECTION 32 19 00

SITE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of plain Site Concrete, including where reinforced, as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Aggregate Base
 - 3. Site Furnishings
 - 4. Sports Equipment

1.03 STANDARDS AND DEFINITIONS

- A. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.
- B. Portland Cement Association, Design and Control of Concrete Mixtures, latest edition.
- C. American Concrete Institute (ACI) specifications, latest editions, including:
 - 1. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
 - 2. ACI 301 Specifications for Structural Concrete
 - 3. ACI 302 Guide to Concrete Floor and Slab Construction
 - 4. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
 - 5. ACI 318 Building Code Requirements for Structural Concrete
 - 6. ACI 347 Guide to Formwork for Concrete
- D. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A615 Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 2. A1064 Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - 3. C33 Specification for Concrete Aggregates
 - 4. C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 5. C94 Specification for Ready-Mixed Concrete
 - 6. C114 Test Methods for Chemical Analysis of Hydraulic Cement
 - 7. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 8. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 9. C143 Test Method for Slump of Hydraulic-Cement Concrete

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10. C150 Specification for Portland Cement
 11. C157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
 12. C171 Specification for Sheet Materials for Curing Concrete
 13. C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
 14. C260 Specification for Air-Entraining Admixtures for Concrete
 15. C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 16. C311 Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
 17. C330 Specification for Lightweight Aggregates for Structural Concrete
 18. C494 Specification for Chemical Admixtures for Concrete
 19. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
 20. C778 Specification for Standard Sand
 21. C881 Specification for Epoxy-Resin-Base Bonding Systems for Concrete
 22. C920 Specification for Elastomeric Joint Sealants
 23. C979 Specification for Pigments for Integrally Colored Concrete
 24. C989 Specification for Slag Cement for Use in Concrete and Mortars
 25. C1240 Specification for Silica Fume Used in Cementitious Mixtures
 26. C1602 Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
 27. C1603 Test Method for Measurement of Solids in Water
 28. D1751 Specification for Preformed Expansion Joint Filler for Concrete Paving
 29. D1883 Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils
- E. California Air Quality Management District (AQMD) Rule 1113 Volatile Organic Compound (VOC) Limits.
- F. California Building Code (CBC), Part 2 of California Code of Regulations, Title 24: Walking surface finishes are to comply with accessibility provisions of the CBC, applicable edition.

1.04 QUALITY ASSURANCE

- A. Layout Review: Stake and layout all site concrete installations for review by the Owners Representative prior to excavation.
- B. Inspection: Notify the Owners Representative 24 hours prior to placement of any concrete to inspect sub-grade, forms, and reinforcement.
- C. Substitutions: shotcrete / gunite will not be permitted as a substitute for cast-in-place concrete.

1.05 SUBMITTALS

- A. Product data:
1. Steel reinforcement (mill certificates). Any fiber reinforcement / expansion joint filler, metal-key joints, reinforcement / mesh chairs.
- B. Concrete Mix: Proposed mix design of each class of concrete, indicating name of batch plant, date and # of mix design, project location, Contractor requesting delivery.
1. Mix design: state the following:
 - a. Proportions of all materials used
 - b. Compressive strength in PSI at 28 days.
 - c. Slump
 - d. Water-cement ratio
 - e. Color, if applicable
 2. Slump Test Data in support of submitted concrete mix

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3. Cylinder Report in support of submitted concrete mix
4. Strength Performance Reports per ASTM C39 and ACI 301 of submitted concrete mix
5. Sieve data / certification for coarse and fine aggregate
6. Test report / certification for cement and fly ash.
7. Admixture data.
8. Water test report for ready mix concrete.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in a dry and protected location. Protect reinforcing steel, dowels, and welded wire mesh from rusting, deformation, staining, and moisture damage.

1.07 TESTS

- A. Testing and analysis of concrete will be performed under provisions of Caltrans Standard Specifications Section 6-3.
- B. Testing firm shall take cylinders and perform slump, compression strength, and air entrainment tests in accordance with ASTM C143, C39 and C173.
 1. Testing shall be carried out for vertical surfaces equal to or greater than 48" as measured from bottom of footing to top of wall, and for vehicular concrete subject to increased loading conditions such as stress pads.
 2. All testing shall be at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 FORMWORK AND REINFORCEMENT

- A. Formwork: Steel or wood, of size and strength to resist movement during concrete placement and to retain straight, true, and to proper elevation, horizontal and vertical alignment until removed. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required.
 1. Form lumber: #2 or better grade wood. Do not use used form lumber.
- B. Reinforcement Bars and Dowels: ASTM A615. Clean and free of paint, grease, oils, and loose rust scale. Deformed steel bars, Grade 60 for bars #5 and larger; Grade 40 minimum for bars #4 and smaller.
 1. Tie Wire: 16-gauge plain cold-drawn steel conforming to ASTM A1064, clean and free of rust, dirt, grease or oils.
 2. Supports: bolsters, chairs, dobies, spacers and other devices for spacing, supporting and fastening reinforcing bars in place.
 3. Sleeves: for doweling across expansion joints and cold joints: Sika Speed Dowel or equal, sized for round dowel diameter and length.
- C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A1064 by Davis Wire Corporation or approved equal. Clean and free of paint and rust. Furnished in flat panels, not rolls.

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1. Supports: Chairs or dobies to support welded wire mesh reinforcement at half the depth of the paving.
- D. Form-release: form release agent, California AQMD Rule 1113 VOC-limits compliant.

2.02 CONCRETE

- A. Cementitious Materials:
 1. Portland Cement: ASTM C150. Type-II. Use single source throughout entire project.
 2. Fly Ash: ASTM C618 & C311. Class C, F, or N.
 - a. Source fly ash from an experienced producer, conforming to all applicable standards.
 - b. At no time during the course of the project will a change of fly ash source (plant) be permitted without the prior written consent of the Owners Representative.
 3. Slag: ASTM C989 if specified in the concrete mix design.
- B. Coarse Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Gravel, crushed gravel, crushed rock, or combinations thereof, free from organic matter and other deleterious substances, from an approved source. Use single source throughout entire project.
- C. Fine Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Natural sand or a combination of not less than 50% natural and manufactured sand, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. Thoroughly and uniformly washed. Use single source throughout entire project.
- D. Water: ASTM C1602, clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances. For ready-mix concrete water density shall be monitored with an automated device conforming to ASTM C1603.
- E. Chemical Admixtures:
 1. All admixtures: California AQMD Rule 1113 VOC-limits compliant
 2. Air Entraining: ASTM C260. Use five percent (5%) air entrainment: Manufactured by BASF, Sika, W.R. Grace or approved equal.
 3. Water Reducing / Plasticizer: ASTM C494, manufactured by BASF, Sika, W.R. Grace or approved equal.
 4. Shrinkage Reducing: ASTM C494. Capable of reducing drying shrinkage up to 80% at 28 days per ASTM C157, BASF, W.R. Grace or approved equal.
 5. Accelerating: ASTM C494, non-corrosive admixture manufactured by BASF, W.R. Grace or approved equal.
 6. Hydration Controlling: ASTM C494, Type B, and Type D by BASF, or approved equal.
 7. Calcium chloride is not permitted in the manufacture of chemical admixtures.
 8. Admixtures batched, mixed and transported in accordance with ASTM C94
- F. Cure: ASTM C309 Type 1, Class A&B, California AQMD Rule 1113 VOC-limits compliant, clear membrane curing compound, by W.R. Meadows, L.M. Scofield, or approved equal.
 1. Do not use white liquid membrane curing compound.
 2. For colored concrete, see clause on Concrete Colors in this Specification for cure-sealers that are applied to freshly placed concrete. Do not use this cure.

2.03 CONCRETE MIX DESIGN

- A. Concrete mix: conform to applicable industry standards for concrete materials, admixtures, bonding materials, curing and other except as noted.
 1. Concrete mixes shall be properly proportioned for yield.
 2. Water / cement ratio: 0.50 max unless otherwise approved by the Owners Representative

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3. Slump: maximum four (4") inches. A tolerance of up to one (1") inch above the maximum indicated is allowed for one batch in any five consecutive batches tested.
- B. Strength: ASTM C39 designated by class based on 28-day compressive strengths when tested:
 1. Class-2 (590 lbs of cementitious material per cubic yard) for curbs, walls, footings, and all above-grade structures unless otherwise noted. Minimum compressive strength of 3000 PSI at 28-days.
 2. Class-3 (505 lbs of cementitious material per cubic yard) for all sidewalks, pavements, sub-pavements, and sub-slabs unless otherwise noted. Minimum compressive strength of 2500 PSI at 28-days.
- C. Fly Ash: Incorporation of fly ash into the concrete mix is at the Contractor's discretion. If fly-ash is to be used in the mix, substitute up to 25% of Portland cement with fly ash for all classes of concrete, final proportions to be determined by the concrete supplier.
 1. Concrete mixtures with fly ash must be properly designed for the application, and finishing procedures must be appropriately applied.
- D. Slag: Incorporation of slag into the concrete mix is at the Contractor's discretion. If slag is to be used in the mix, substitute up to 25% of Portland cement with slag for all classes of concrete, final proportions to be determined by the concrete supplier.
 1. Concrete mixtures containing slag cement should be proportioned according to ACI 211.1, be properly designed for the application, and finishing procedures must be appropriately applied.
- E. Chemical Admixtures
 1. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: do not include Air Entraining Mixtures.
 2. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: include Water Reducing Admixtures.
 3. Chemical admixtures: at the Contractor's discretion or the mix design submitted by the concrete ready-mix supplier, with the two exceptions noted above.
 4. Chemical admixtures: specified within the range of the manufacturer's recommended concentration.

2.04 CONTROL JOINTS

- A. General: All adhesives, fillers, sealants: California AQMD Rule 1113 VOC-limits compliant

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Weather Conditions: Construct concrete paving only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations.
- C. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

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3.02 SITE PREPARATION

- A. Verify that aggregate base preparation and elevations conform to the Project requirements and Specifications. Do not install work specified in this Section prior to acceptance of aggregate base.
- B. Clear aggregate base surface of all loose or unsuitable material.

3.03 INSTALLATION

- A. Form Construction: Set forms to the required grades and lines, rigidly braced and secured; work conforming to ACI 347.
 - 1. Construct walls and seat walls less than 18" above finish grade without form ties unless essential for stability of formwork. Align form ties horizontally and vertically.
 - 2. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
 - 3. Remove forms without damage to the placed concrete.
 - 4. Do not use form ties for exposed portions of sand-blasted walls and structures where the holes will be visible after the form ties are removed. Use form braces only.
 - 5. Install form ties and similar accessories such that all metal will be at least 1 inch from surface when forms are stripped.
- B. Reinforcement: Install per the Drawings, and secure in place. Do not pour concrete prior to the inspection by the Owners Representative.
 - 1. Use reinforcement (rebar) chairs to ensure that bar reinforcement / welded wire mesh has the required clearance off the bottom of the slab and installed parallel to the bottom of the slab and without dents. See Drawings for recommended spacing.
 - 2. Install reinforcement / welded wire mesh with minimum cover as shown on the Drawings. A single cut through reinforcing materials in full depth vertical joints in paving as a means of separation is not acceptable.
- C. Placement: Moisten aggregate base as required to provide a uniform, dampened condition at the time concrete is placed. Place concrete using methods which prevent segregation of the mix, with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse assemblies, reinforcement, or side forms. Use care to prevent dislocation of reinforcing, dowels, and joint devices. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction/cold joint.
- D. Control Joints: Construct control joints true-to-line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise noted. See Control Joint Types specified herein for specific guidelines.
 - 1. Set all joints accurately to grade and straight in alignment as shown on the Drawings. Alignment shall not vary more than 1/8" in 10' length.
- E. Finishing: After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous, smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
 - 1. After floating, test concrete surface for trueness - maximum 1/8" variation in 10' length in any direction.
 - 2. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as specified herein.
 - 3. During finishing, do not apply cement to the dry concrete surface.
 - 4. See Concrete Finishing elsewhere in this Specification

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- F. Curing: Protect and cure finished concrete, conforming to applicable requirements of Caltrans Standard Specifications.
 - 1. Cure all concrete for at least 7 days after placing.

3.04 CONTROL JOINTS

- A. General: Work under this Section to comply with ACI 302.
- B. Expansion Joints: locate as shown on the Drawings.
 - 1. Dowels: grease both ends.
 - 2. Joint fillers: one-piece lengths for the full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Form top edge of filler to conform to top profile of concrete.
- C. Construction (Cold) Joints:
 - 1. At old and new concrete pours. Drill the existing concrete to accept dowels and embed. Grease both ends of dowel, or epoxy end in existing concrete and grease end in new concrete.
 - 2. At previous day's pour and fresh pour: Grease both ends of dowel.
 - 3. When curb and/or gutter and pedestrian paving are poured separately, provide #3 dowels, 8" length 24" O.C.
- D. Weakened Plane Joints: locate as shown on the Drawings.
 - 1. Pedestrian paving: construct tooled as shown on the Drawings, or as specified.
 - 2. Joint Width & Depth: Per Drawings. Do not exceed 3/16-inch in width.
 - 3. Do not end completed joints short of vertical surfaces.

3.05 CONCRETE FINISHING

- A. General: finishes as specified on the Drawings. Walking surfaces including curbs: slip-resistant and comply with accessibility provisions of CBC.
 - 1. Prior to finishing, fill in form holes flush with concrete surface. Excludes Form Finish.
 - 2. Remove all imperfections and blemishes that cannot be removed by specified finish type.
- B. Finish types:
 - 1. Broom finish - draw a stiff fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture. Texture must be true and straight across entire width of concrete slab.

3.06 REPAIR AND CLEAN-UP

- A. Repair: repair or remove and replace defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., directed by the Owners Representative and at no additional cost to the Owner. All cleaning, patching, and repairs shall be subject to approval and acceptance by the Owners Representative.
- B. Protect new concrete from all construction activities for 72 hours; from construction material or equipment movement for 7 days; and from heavy vehicular movement for 28 days. Any activity on new concrete prior to 28 days is at the Contractor's discretion and risk.
- C. Clean up and remove from the site all spillage, overpour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from the work. Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.

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- D. Disposal: Segregate surplus material and debris remaining upon completion of the work as to type, and transport from the job site and dispose of in a legal manner.

END OF SECTION

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SOIL PREPARATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Soil Preparation of planting areas as shown on the Drawings and as specified in this Section. The work includes installation of amendments including compost, fertilizers, finish grading and plant pit backfill.
- B. Related work includes but is not limited to:
 - 1. Site Clearing
 - 2. Demolition
 - 3. Earthwork and Grading
 - 4. Hydroseeding

1.03 QUALITY ASSURANCE

- A. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of hydroseed, sod, or mulch.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C602 Specification for Agricultural Liming Materials
- C. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.

1.04 SUBMITTALS

- A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. Amendments fertilizers, and chemicals
- B. Samples: to be approved by the Owners Representative before the material is delivered to the site.
 - 1. 1-quart bag of compost

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- C. Testing - General: Provide samples, as specified herein, to an agricultural soil testing laboratory approved by the Owners Representative, referred to herein as the Test Lab, unless delivered to the site in original, unopened containers, each bearing the manufacturer guaranteed analysis.
1. Pre-approved Test Labs include:
 - a. Waypoint Analytical 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777
 - b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
 - c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
 2. The Owners Representative reserves the right to reject the analysis from an alternate soil Test Lab without prior approval.
 3. Do not deliver any soil or amendment to the site without approval of test results by the Owner's Representative.
 4. Pay for all testing fees from the Test Lab for all tests specified herein.
- D. Testing – Sequence:
1. Submit compost test report for review and approval as noted below.
 - a. Since compost is a natural material whose chemical properties changes with time, initial approval may be conditional; final approval to be based on Test Lab recommendations for existing soil including proportion of the compost, additional amendments, and watering / leaching.
 - b. On approval of the test report, submit a sample for review and approval - this can be done concurrently with the data submittal at the Contractor's discretion.
 2. On approval of the proposed compost, submit sample(s) of existing soils to the Test Lab or an existing soils test report if provided
 3. Test Lab recommendations for amendments and fertilizers to be used in planting are to be:
 - a. Specific to the approved compost. Reference the compost test report by test number / sample ID and testing date. Recommendations referencing a generic compost will be rejected and will require specific recommendations to be re-obtained from the Testing Lab.
- E. Testing – Compost: Provide, along with a sample, latest analysis of compost / bulk organic materials by the Test Lab for verification of conformance to this Specification.
1. Analysis is to be carried out / reported no more than three months prior to the date of compost installation, not the start of the project.
 2. US Composting Council technical data sheets for compost are not sufficient as a submittal – the complete analysis on the dated letterhead of the laboratory is required, plus pages which fully interpret the results.
 3. Analysis is to conform to physical and chemical properties specified herein.
 4. Analysis is to assume tilling of the compost into the existing soil as described elsewhere in this Specification
- F. Testing – Existing Soil:
1. Prior to finish grading operations or at least four weeks before proposed planting operations, take samples of planting area soil, from 0"-12" deep, as shown on the Drawings and described below, or as directed in the field by the Owners Representative.
 - a. Contiguous planting areas - at least (3) three separate locations, mixed to form (1) composite sample, to be representative of the entire site.
 2. Combined volume of each composite sample noted above to be not less than 1-quart.

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3. Forward the composite soil samples to the Test Lab for testing and their recommendations as to exact amendments and fertilizers to be used in planting, Waypoint Analytical A05-2 complete analysis or approved equal. Test report is to:
 - a. Reference the sample location numbers in the case of multiple samples.
 - b. Include a recommendations summary – separate paragraph for each sample in case of multiple samples.
 - c. Testing results, including estimated infiltration rate, in tabular form – separate column / table for each sample in case of multiple samples.
 - d. Note the proposed planting types specific to the project - turf, groundcovers, trees, hydroseed.
 - e. If each composite sample is for a different type of planting, each set of recommendations is to reference that planting type.
- G. Delivery tags for all amendments and fertilizers delivered to the Site for the Project.
 1. Fertilizer delivery tags should clearly indicate the product and NPK designation.
 2. Amendment delivery tags should clearly indicate the lab test number corresponding to the approved amendment test report.

1.05 REVIEWS

- A. Specifically request at least (2) two days in advance the following review prior to progressing with the work:
 1. Intermediate Review – completion of site grading, topsoil placement amendment depths, finish grade.
 2. See Specification Sections Irrigation and Planting for other items to be inspected during this review.
 3. The review shall be conducted only after all items pertaining to the review as noted above and in related Sections have been completed.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.01 EXISTING SOIL

- A. Topsoil: The top layer of existing soil in planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over 1 cubic inch and other objectionable material. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Owners Representative at the time of construction after clearing and grubbing.
 1. Topsoil is a sandy type.
 2. At turf areas topsoil starts below the grass root zone.
 3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
 4. Soil underneath paving and aggregate base areas will not be considered as top soil.

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- B. Sub-soil: The remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over 1 cubic inch and all foreign debris and organic material have been removed.
1. Soil under paving and aggregate base areas may be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

2.02 FERTILIZER

- A. Soil amendment fertilizer: commercial fertilizer, 16-6-8 (N-P-K) uniform pellet. For bidding purposes only, exact fertilizer type and quantity to be determined by Test Lab analysis.
- B. Plant fertilizer: commercial fertilizer packets / tablets, two-year controlled-release 20-10-05 (N-P-K). Best Tabs by Simplot Professional Products, Agriform by The Scotts Company, or equal.

2.03 SOIL AMENDMENTS

- A. Compost: nitrogen stabilized organic compost produced only from landscape / yard trimmings, grass clippings, food scraps or agricultural residues.
1. Nitrified bark, nitrified sawdust, wood-based soil conditioners will not be permitted.
 2. Compost to be supplied by a producer who participates in the U.S. Composting Council's Standard Testing Assurance (STA) program.
 3. Compost is to have a dark brown color, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot upon delivery or rewetting.
 4. Compost gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch (9.5 mm)	100%
1/4 inch (6.25 mm)	At least 95%
#8 (2.36 mm)	At least 60%
#16 (1.18 mm)	20% - 70%
#32 (500 um)	0% - 30%

- B. Compost Chemistry – Suitability Considerations
1. Nitrogen (dry weight basis): 0.4 to 0.6%
 2. Iron (minimum): 0.08%
 3. Organic content: above 17%
 4. Carbon-Nitrogen Ratio: below 25
 5. pH: below 8.0
 6. Salinity (ECe): a value such that when combined with the existing site soil at a use rate determined by the Test Lab Analysis, the salinity of the amended soil / backfill mix shall not exceed 4.0 dS/m (mmhos/cm).
- C. Gypsum (if required by existing soils test): agricultural grade, OMRI listed.
1. Cal-Sul Pelletized Gypsum by North Pacific, Portland OR
 2. Ultra Fine AG Gypsum by Western Mining & Minerals
 3. Approved equal.

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- D. Sulfur (if required by existing soils test): granular degradable sulfur product, Tiger 90CR Organic 0-0-0-90 Sulfur by TigerSul.com, or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Limits and Grades Prior to commencing soil preparation operations, request a review by the Owners Representative to verify rough / mass grading work completed to date and verify specified limits of soil preparation work to commence.
- B. Finish grade all non-hardscape areas to round the top and toe of all slopes, providing natural contouring to integrate newly graded areas with the existing natural topography.
- C. Finish grade all non-hardscape areas to smoothly integrate newly graded areas with the existing grades.
- D. Protect concrete from any sulfate-based amendments that may be specified from soils analysis to avoid staining. Replace any concrete damaged from amendment placement at the no additional cost to the Owner.

3.02 SOIL PREPARATION SCHEDULE

Planting Type	Minimum Cultivation Depth	Amendments (compost)	Amendments (gypsum, sulfur)	Commercial Fertilizers
Native Grass Hydroseed	3-inches	None (**)	Per lab report	None (**)

(*) For bidding purposes only, exact amendment / fertilizer type and quantity to be determined by Test Lab analysis.

- A. (**) Test Lab may recommend compost and amendments to improve soil texture and address alkalinity for native grass and restoration areas. Lab recommendations supersede this table.

3.03 SOIL PREPARATION

- A. Install existing stockpiled topsoil as necessary to produce final finish grade requirement as shown on the Drawings, minimum depth of imported top soil as noted in the Soil Preparation Schedule in this Specification section.
- Existing undisturbed landscape areas that are not to be regraded and only to be replanted (excluding bio-retention areas) as shown on the Drawings, do not require topsoil across the areas, only individual plant pit preparation per Specifications.
 - Proposed landscape areas including areas to be graded or that have been disturbed by construction that are to be planted as shown on the Drawings require topsoil across the entire planting areas. Amended excavated subsoil cannot be used as topsoil for these areas.

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- B. Cross-rip or cultivate sub-grade to the minimum depth specified in the Soil Preparation Schedule. Add water if necessary and continue ripping or cultivation until the entire specified depth is loose and friable. Place 2-inches of topsoil uniformly over sub-grade and thoroughly cultivate before placing remaining topsoil. Place topsoil and bring to a smooth, even grade. Settle the soil with water as needed and regrade high/low areas in accordance with paragraph "Finish Grading" this Section.
- C. Existing Stockpiled Topsoil: See Specification Section Earthwork and Grading

3.04 AMENDMENT PLACEMENT

- A. See Soil Preparation Schedule in this Specification section for requirements, adjustments to the bidding formula to be determined by Owner's Representative based on the Test Lab analysis and provided to the Contractor in writing.
- B. Cross-rip (cultivate) all planting areas and hydroseed areas thoroughly to the minimum depths specified in the Soil Preparation Schedule.
 - 1. Cross-ripping includes areas in between tree and plant pits.
 - 2. Upon completion of cross-ripping apply the amendments as specified in the Soil Preparation Schedule.
- C. Uniformly spread and incorporated the materials to obtain a homogeneously blended soil, 6-inches in depth. If amendments are to be added to lower alkalinity / pH / Sodium / SAR values per existing soils report from the Testing Lab, manually water the amended soil / backfill mix using impact sprinklers, hose-end sprinklers, or existing / designed sprinkler system if applicable - to apply 1/2-inch of water over all planting areas.
 - 1. Existing soils with high salinity as determined by the existing soils report from the Test Lab will be required to be similarly manually watered to leach the salts deeper into the soil, amount of water to be determined by the Testing Lab.
- D. Plant pits: Use soil which has been amended in the above manner as the backfill mix around the sides of the root balls. See Specification Section Planting for plant pit requirements.
- E. Watering: Apply water to areas to be drip irrigated to thoroughly mix in amendments and fertilizers immediately after amending soil, and a minimum of 24-hours prior to planting, unless rain is forecast for that period.
 - 1. Water may be manually applied by spray attachments or impact sprinklers on stands.
 - 2. Connect hose pipes to quick couplers or hose bibs. If neither is available or the main line has not been pressurized, use a portable lawn sprinkler pump connected to a water tank.
 - 3. The cost of watering to mix in amendments is at no additional cost to the Owner.

3.05 FINISH GRADING

- A. Finish grade all planting areas smoothly and uniformly, including those indicated to be only mulched on the Drawings.
 - 1. In all planting areas including mulch-only areas, remove all rocks and clods over 1 cubic inch, as well as all construction aggregates and construction gravel.
 - 2. Repair all erosion damage during the construction period.

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- B. Unless otherwise shown on the Drawings, all soil finish grades after watering and / or natural settlement shall be 1-inch below finish surface of walks, pavements, and curbs.

3.06 CLEAN UP

- A. After completion of all soil preparation operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

END OF SECTION

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BIORETENTION SOIL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General: Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for supply, preparation and installation of Bioretention Soil in storm water treatment measures as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Soil Preparation
 - 3. Bioretention Soil Certification
 - 4. Planting

1.03 STANDARDS AND DEFINITIONS

- A. State of California, Department of Transportation Standard Specifications, referred to in this Specification as 'Caltrans Standard Specifications'.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C33 / C33M Specification for Concrete Aggregates
 - 2. D422 Test Method for Particle Size Analysis of Soils
 - 3. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 4. D2434 Test Method for Permeability of Granular Soils (Constant Head)
- C. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

1.04 SUBMITTALS

- A. Samples: Provide one-quart samples each of compost, mulch, and mixed Bioretention Soil to the Owners Representative for review.
- B. Certification, signed and dated, in Specification Section Bioretention Soil Certification:
 - 1. Attachment A: Supplier Analysis of Biotreatment Soil Mix
 - 2. Attachment B: Lab Analysis OR supplier/quarry sieve analysis of Sand Component of Biotreatment Soil Mix
 - 3. Attachment C: Lab Analysis of Compost Component of Biotreatment Soil Mix. Include the full analysis report with sample ID and date on testing lab letterhead, along with this attachment.
 - 4. Attachment D: Supplier Analysis of Compost Component of Biotreatment Soil Mix

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- C. Compost & Mulch Testing: Laboratory (Lab) separate analyses for compost & mulch noted above performed by either:
1. Pre-approved Lab – Soil Control Lab, 42 Hangar Way, Watsonville, CA 95076, (831)724-5422
 2. A Lab that is enrolled in the US Composting Council Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). Lab qualifications:
 - a. Address, phone number, email address.
 - b. Qualifications of Lab personnel
 - c. Date of current certification by STA, ASTM, or approved equal.
 3. Quality analysis results for compost performed by an independent STA Program approved lab in accordance with US Composting Council's Seal of Testing Assurance (STA) standards. Samples are to be taken using the STA sample collection protocol. (Sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741, (631)737-4931 www.compostingcouncil.org).
 4. Organic content test results of mixed Bioretention Soil: Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On Ignition Organic Matter Method".
 5. Tests must be conducted within 120 calendar days prior to the installation date of bioretention soil in the Project site.
 6. The Owners Representative reserves the right to reject the analysis from an alternate soil testing lab without prior approval.
 7. Pay for all testing fees from the Lab for all tests specified herein.
 8. Do not deliver any soil or amendment material to the site without approval by the Owners Representative.
- D. Permeability (Laboratory) Testing: Certificate from an independent testing laboratory for a Constant Head Permeability Test complying with ASTM D2434.
- E. Other Testing: Laboratory analysis for bioretention soil texture and amendments if required:
1. Waypoint Analytical (formerly Soil & Plant Laboratory) 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777 or prior approved equal.
 2. The Owners Representative reserves the right to reject the analysis from an alternate soil testing lab without prior approval.
 3. Do not deliver any soil or amendment material to the site without approval by the Owners Representative.
 4. Pay for all testing fees from the Lab for all tests specified herein.

1.05 REVIEWS

- A. See Specification Section Soil Preparation.

PART 2 - PRODUCTS

2.01 BIORETENTION SOIL

- A. General: Bioretention soil to have sufficient moisture and nutrients to support healthy vegetation.
- B. Composition: a mixture of 60%-70% sand, and 30%-40% compost, measured on a volume basis.
1. Bioretention Soil may be prepared on site, or Contractor may elect to provide it pre-mixed to the Project.
- C. Permeability: Bioretention Soil mixture to show a minimum permeability of 10 inches / hour in saturated condition per ASTM 2434.

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- D. Approved Suppliers of pre-mixed Bioretention Soil: pre-approval does not release the compost supplier from complying with this Specification including submittal requirements.
1. Vision Recycling, Fremont, CA (510) 429-1300
 2. TMT Enterprises, San Jose, CA (408)432-9040
 3. Lennnox Blend, by L.H.Voss Materials Inc, Concord, CA
 4. Approved Equal
- E. Depth: minimum 18" (eighteen-inches) depth unless otherwise noted on the Drawings.

2.02 SAND

- A. General: free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.
- B. Grain size / texture: ASTM D422. All sands conforming to ASTM C33 for fine aggregate comply with these gradation requirements.

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>	
	<i>Min</i>	<i>Max</i>
3/8"	100%	100%
No.4	90%	100%
No.8	70%	100%
No.16	40%	95%
No.30	15%	70%
No.40	5%	55%
No.100	0%	15%
No.200	0%	5%

2.03 COMPOST

- A. General: a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials. Manure or bio-solids in the compost is not permitted.
1. Meet the standards developed by the US Composting Council (USCC), and becertified through the USCC Seal of Testing Assurance (STA) Program.
- B. Approved Suppliers: pre-approval does not release the compost supplier from complying with this Specification including submittal requirements.
1. Vision Recycling, CA (510) 353-6030, www.visionrecycling.com
 2. Zanker Recycling, San Jose, CA, (408) 263-2385, www.zankerrecycling.com
 3. Republic Services, Fremont, CA www.republicservices.com
 4. Approved Equal
- C. Feedstock materials: as specified by the compost supplier and include one or more of the following - landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- D. Quality Analyses (Lab Reports) for compost (items 1-12), and mulch (items 8-12)
1. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
 - a. Total Nitrogen content 0.9% or above preferred.
 - b. Boron: Total < 80 ppm (mg/Kg)
 2. Moisture Content: between 30% - 55% of dry solids.
 3. pH: between 6.5 and 8. May vary per requirements of plant species.
 4. Bulk density: between 500 and 1100 dry lbs/cubic yard (18.5 – 40.7 lbs/cu.ft)
 5. Salinity (electrical conductivity): Must be reported; < 6.0 mmhos/cm

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6. Organic Matter Content: 35% - 75% by dry wt.
 7. Carbon and Nitrogen Ratio: C:N >15:1 and < 25:1
 8. Maturity/Stability: dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or re-wetting is not acceptable. In addition any one of the following is required to indicate stability:
 - a. Oxygen Test < 1.3 O₂ /unit TS /hr
 - b. Specific oxy. Test < 1.5 O₂ / unit BVS /
 - c. Respiration test < 8 C / unit VS / day
 - d. Dewar test < 20 Temp. rise (Celsius)
 - e. Solvita® > 5 Index value
 9. Toxicity: anyone of the following measures is sufficient to indicate non-toxicity.
 - a. NH₄- : NO₃-N < 3
 - b. Ammonium < 500 ppm, dry basis
 - c. Seed Germination > 80 % of control
 - d. Plant Trials > 80% of control
 - e. Solvita® > 5 Index value
 10. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
 11. Inerts: relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
 12. Trace Contaminants/Metals (Lead, Mercury, Etc.): must pass US EPA, 40 CFR 503 regulations.
- E. Weed seed/pathogen destruction: provide proof from the compost supplier, if requested by the Owners Representative, of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

2.04 SOIL TEXTURE

- A. Soil texture: sieve analysis for particle size distribution, in accordance with ASTM D422 or as approved by local agency), and meet the following gradation below:

Sieve Size	Percent Passing (by weight)	
	<i>Min</i>	<i>Max</i>
1-inch	99%	100%
1/2-inch	90%	100%
1/4-inch	40%	90%
No.200	2%	10%

2.05 MULCH

- A. Aged mulch / compost mulch.
1. Pathogen free / weed free as specified for compost above, free of inorganic impurities, with a dark brown to black color and semi-fine (1/2"-1-1/2") texture.
- B. Approved Suppliers: pre-approval does not release the supplier from complying with this Specification including submittal requirements.
1. Midnight Composted Mulch, supplied by Vision Recycling, CA (510) 429-1300
 2. Prior-approved Equal

2.06 PERMEABLE AGGREGATE

- A. Permeable Aggregate Base: Class 2 Permeable, three fourths inch (3/4") maximum, gradation in accordance with Caltrans Standard Specifications 68-2.02F (3), thickness as shown on the Drawings.

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Sieve Size	Percent Passing
1" (25.0 mm)	100%
3/4" (19.0 mm)	90-100%
3/8" (9.5 mm)	40-100%
#4 (4.75 mm)	25-40%
#8 (2.36 mm)	18-33%
#30 (600 um)	5-15%
#50 (300 um)	0-7%
#200 (75 um)	0-3%

R-value		78 Min.
Sand Equivalent CTM# 217		75 Min.
Durability Index CTM #229	Fine	40 Min.
	Coarse	40 Min.

Class 2 Permeable Material shall be an imported material consisting of durable crushed rock or gravel and sand that is free from slaking and decomposition under the action of alternate wetting and drying.

PART 3 - EXECUTION

3.01 GENERAL

- A. Prevent over-compaction of native soils in the Bioretention facility. Delineate the facility area as outside the limit of disturbance and keep construction traffic off. Protect soils with fencing, plywood, etc.
- B. Provide erosion control if necessary in the contributing drainage areas of the facility. Stabilize upslope areas. Do not use bio-retention facilities as sediment control facilities.
- C. If drainage is to be allowed through the facility during construction, leave or backfill at least 6" above the final grade. Temporarily cover the under drain with plastic or fabric. Line or mulch the facility.
- D. Verify that Bioretention Soil meets this specification prior to delivery.
- E. Install the permeable aggregate drainage layer and perforated pipe under drain as shown on the Drawings, or if by other sub-contractor, then verify that installation of the drainage layer and perforated pipe under drain is correct prior to placing Bioretention Soil.
- F. Limits and Grades: Prior to installing prepared Bioretention Soil, request a review by the Owners Representative to verify grading work completed to date and verify specified limits of Bioretention Soil.
- G. If mixing bio-retention media onsite, use an adjacent impervious area or on plastic sheeting to prevent contamination by other materials and soil.

3.02 BIORETENTION SOIL PLACEMENT

- A. Do not excavate, place soils, or amend soils during wet or saturated conditions.
- B. If required, or as determined by the Owners Representative, rip or scarify the bottom soils to promote greater infiltration or excavate any sediment that may have built up during construction.

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- C. Place Bioretention Soil in 12" lifts with machinery operated adjacent to, and not in, the Bioretention facility. If working within the facility, avoid over compaction of the soil, using light weight, low ground-contact pressure equipment.
- D. Allow Bioretention Soil lifts to settle naturally, and achieve 83%-87% relative compaction. Review the method to achieve required compaction with the Owners Representative before the Bioretention Soil is installed.
 - 1. Bioretention Soils may alternatively be compacted by lightly watering until soils are just saturated. Allow for extra time to let soils dry between each lift. Note that Bioretention Soil cannot be worked when saturated.
- E. After all lifts are placed, wait a few days to check for settlement, and add additional material as needed to meet the finished grades as shown on the Drawings.
- F. Verify Bioretention Soil elevations before applying mulch or installing plants.
- G. Install mulch over all Bioretention Soil areas with the exception of hydroseeded areas. See Specification Section Planting for mulch thickness.

3.03 PERCOLATION (PERMEABILITY) FIELD TESTING

- A. If required by the Owners Representative in addition to the specified laboratory test, demonstrate in-situ percolation of each Bioretention Soil area for design storm flows through the installed soil. The material shall have an on-site tested percolation rate of 10-inches per hour initial rate and minimum 5-inches per hour sustained rate.
 - 1. Install a 1-foot diameter pipe, 2.5 feet long, driven 1.5 feet deep into the Bioretention Soil area for the field percolation test.
 - 2. Fill the pipe with 1 foot of water after the Bioretention Soil area has been wetted.
 - 3. The pipe should empty 1 foot of water above the wetted soil layer in no less than 1 hour and 12 minutes, and no longer than 2 hours and 24 minutes.
 - 4. If the in-situ test fails then remove and reinstall the entire soil within the Bioretention Soil area(s).

3.04 FINISH GRADING

- A. See Specification Section Soil Preparation for finish grade requirements if Bioretention Soil is part of, or adjacent to, planting areas.

3.05 PROTECTION

- A. Direct drainage away from Bioretention facilities until upslope areas are stabilized, if applicable.

END OF SECTION

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BIORETENTION SOIL CERTIFICATION

Attachment A

Supplier Analysis of Biotreatment Soil Mix

The table below shall be completed by the Biotreatment Soil Mix Supplier.

Date:		Name of Person Filling Out This Form:		
(All lab tests must be done within the last 120 days)				
Title:		Signature:		
Phone:		Email:		
Company Name:		City:		
Street Address:		Zip:		
I certify that the provided Biotreatment Soil Mix meets the requirements of Attachment L of the MRP.		☐ Yes (Pass) ☐ No (Fail)		
Describe the equipment and methods used to mix the compost and sand components of the Biotreatment Soil Mix.				
Material	Standard Percent (by volume)	Actual Mix %	Pass	Fail
Sand	60% - 70%		☐	☐
Compost	30% - 40%		☐	☐
Does the soil mix have a permeability of at least 5 inches per hour? ¹			☐ Yes (Pass) ☐ No (Fail)	
Will the soil mix support vigorous plant growth?			☐ Yes (Pass) ☐ No (Fail)	

¹Soil mix permeability testing is only required for alternative biotreatment soil mixes. Soil permeability tests must be conducted on a minimum of two samples using constant head permeability in accordance with ASTM D2434 with a 6-inch mold and vacuum saturation.

Attachment B

Lab Analysis of Sand Component of Biotreatment Soil Mix

The table below shall be completed by the laboratory conducting the sand analysis.

Name of Person Filling Out This Form:		Signature:		
Title:		Date:		
Phone:		Email:		
Company:		City:		
Street Address:		Zip:		
Qualifications & relevant certifications (ASTM, CTM or approved equivalent certifications):				
Is sand free of wood, waste, coating (such as clay, stone dust, carbonate, etc.), or any other deleterious material?		☐ Yes (Pass)		
		☐ No (Fail)		
Is all aggregate passing the No. 200 sieve non-plastic?		☐ Yes (Pass)		
		☐ No (Fail)		
Particle size analysis shall be conducted in accordance with ASTM D 422 (Standard Test Method for Particle Size Analysis of Soils) or CTM 202. Other equivalent methods acceptable only if approved.				
Sieve Size	Standard Percent Passing (% by weight)	Testing Results (%)	Pass	Fail
3/8 inch	100%		☐	☐
No. 4	90% - 100%		☐	☐
No. 8	70% - 100%		☐	☐
No. 16	40% - 95%		☐	☐
No. 30	15% - 70%		☐	☐
No. 40	5% - 55%		☐	☐
No. 100	0% - 15%		☐	☐
No. 200	0% - 5%		☐	☐

Attachment C

Lab Analysis of Compost Component of Biotreatment Soil Mix

The table below shall be completed by the laboratory conducting the compost analysis.

Name of Person Filling Out This Form:		Signature:			
Title:		Date:			
Phone:		Email:			
Company:		City:			
Street Address:		Zip:			
Qualifications & relevant certifications: (STA, ASTM or approved equivalent certification)					

Specification	Standard	Testing Results		Pass	Fail
Organic Matter Content	35% - 75% (by dry weight)		%	☐	☐
Carbon-to-Nitrogen Ratio	15:1 to 25:1 (C:N)		C:N	☐	☐
Salinity	< 6.0 mm hos/cm		mm hos/cm	☐	☐
pH	6.5 - 8		pH	☐	☐
Bulk Density	500 – 1100 dry lbs / yd ³		dry lbs / yd ³	☐	☐
Moisture Content	30%-55% (of dry solids)		%	☐	☐
Percent inert ingredients (incl. plastic, glass, paper)	< 1% (by weight or volume)		%	☐	☐

Provide the results of at least one of the following analyses to indicate compost stability:

Specification	Standard	Testing Results		Pass	Fail
Oxygen Test	< 1.3 O ₂ /unit TS/hr		O ₂ /unit TS/hr	☐	☐
Specific Oxygen Test	< 1.5 O ₂ /unit BVS/hr		O ₂ /unit BVS/hr	☐	☐
Respiration Test	< 8mg CO ₂ -C/g VS/day		mgCO ₂ -C/g VS/day	☐	☐
Dewar test	< 20 °C Temp. rise e.		°C Temp. rise e.	☐	☐
Solvita® Index value	> 5 Index value		Index value	☐	☐

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Provide the results of <u>at least one</u> of the following analyses to indicate compost toxicity:					
Specification	Standard	Testing Results		Pass	Fail
Ratio of NH₄⁻ : NO₃-N	NH ₄ ⁻ : NO ₃ -N < 3		NH ₄ ⁻ : NO ₃ -N	☐	☐
Ammonium	< 500 ppm, dry basis		ppm, dry basis	☐	☐
Seed Germination	> 80% of control		% of control	☐	☐
Plant Trials	> 80% of control		% of control	☐	☐
Solvita® Index value	> 5 Index value		Index value	☐	☐
Provide the analysis of the nutrient content of the compost, including the following:					
Specification	Standard	Testing Results		Pass	Fail
B (total, in ppm)	< 80 ppm		ppm	☐	☐
B (soluble, in ppm)	< 2.5 ppm		ppm	☐	☐
Nitrogen (N)(total %)	> 0.9% preferred.		%		
Phosphorus (as P₂O₅)	<i>[not specified]</i>		%		
Potassium (as K₂O)	<i>[not specified]</i>		%		
Calcium (Ca)	<i>[not specified]</i>		%		
Sodium (Na)	<i>[not specified]</i>		%		
Magnesium (Mg)	<i>[not specified]</i>		%		
Sulfur (S)	<i>[not specified]</i>		ppm		
Provide the results of <u>at least one</u> of the following select pathogens:					
Specification	Standard	Testing Results		Pass	Fail
Salmonella	< 3 MPN/4 grams TS		MPN/4 grams TS	☐	☐
Coliform Bacteria	< 10,000 MPN/gram		MPN/gram	☐	☐
Does the product meet US EPA, 40CFR 503 regulations regarding trace contaminants metals (Lead, Mercury, etc.)?				☐ Yes (Pass)	
				☐ No (Fail)	
Particle size analysis shall be conducted in accordance with ASTM D 422 (Standard Test Method for Particle Size Analysis of Soils)-washing not required. Equivalent methods acceptable if approved.					
Sieve Size	Standard Percent Passing (by weight)	Testing Results (%)		Pass	Fail
1 inch	99% - 100%			☐	☐
½ inch	90% - 100%			☐	☐
¼ inch	40% - 90%			☐	☐
No. 200	2% - 10%			☐	☐

Attachment D

Supplier Analysis of Compost Component of Biotreatment Soil Mix

The table below shall be completed by the Compost Supplier providing the compost for the mix.

Name of Company:	Date of Delivery:	
Qualifications & relevant certifications: (STA, ASTM or approved equivalent certifications)	Date of the Compost Lab Analysis Report: (Must be dated within 120 days prior to delivery)	
Name of Person Filling Out This Form:	Date:	
Signature:	Street Address:	
Email address:	City:	
Phone:	Zip:	
Feedstock materials have been specified and include only the following: Landscape/yard trimmings, grass clippings, food scraps, or agricultural crop residues?		☐ Yes (Pass)
		☐ No (Fail)
Compost has a dark brown color and a soil-like odor, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot (120°F) upon delivery or rewetting?		☐ Yes (Pass)
		☐ No (Fail)
The compost has gone through the process to further reduce pathogens (PFRP)? For example, turned windrows must reach a minimum temperature of 55°C for 15 days with at least 5 turnings during that period.		☐ Yes (Pass)
		☐ No (Fail)

END OF SECTION

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SECTION 32 9213

HYDROSEEDING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for hydroseeding erosion control and bioswale areas as shown on the Drawings, and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Soil Preparation

1.03 QUALITY ASSURANCE

- A. Cellulose Fiber shall be certified to indicate that laboratory and field testing of the product has been accomplished and meets all requirements specified herein based on testing. Weight specifications from the supplier for this material shall refer only to air dry weight of the fiber material.
- B. Seed shall be delivered in original sealed packages bearing supplier's certificate – lab analysis for purity, germination, weed seed content, and inert material. Seed bags shall include manufacturer's tags in conformance with Federal Seed Act (FSA) and applicable state laws. Wet, moldy, or otherwise damaged seed will be rejected by the Owner's Representative.
- C. Seed Suppliers:
 - 1. Pacific Coast Seed
533 Hawthorne Place
Livermore, CA 94550
(925) 373-4417
www.pcseed.com
- D. Fertilizers and manufactured amendments are to be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials which become caked or contaminated making them unsuitable for use will not be accepted.
 - 1. Fertilizers shall comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.
- E. Hydraulic equipment used for the application of the fertilizer, seed and slurry of prepared wood pulp is subject to approval by the Owners Representative.

1.04 SUBMITTALS

- A. Documents:
 - 1. Qualifications / current licenses / previous experience of the hydroseeding company.
 - 2. Description of hydraulic equipment proposed to be used.

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3. Hydroseeding Schedule. For projects with non-continuous installations of hydroseed, submit all proposed installation dates. See discussion for non-irrigated hydroseed elsewhere in this Specification.
4. Dated letter from the seed supplier indicating availability of proposed seed mix and sources, and suggested substitutions if any.
5. Product cut-sheets on any fiber, fertilizer, tackifier, inoculant, etc.
6. Prior to installation - seed labels for each native plant species in the supplied hydroseed mix.

B. Samples:

1. Fiber: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.
2. Tackifier / binder: 4 oz sample – if not a pre-approved product as noted. For pre-approved products submit only product data sheet.

C. Delivery tags for fiber, binder, fertilizer, seed, and inoculant as delivered to the Site for the Project.

1.05 REVIEWS

A. See Specification Section Planting

PART 2 - PRODUCTS

2.01 HYDROSEED APPLICATORS

- A. General: if the hydroseeding work is part of restoration / mitigation planting, then the applicator shall be experienced in working under such conditions as stipulated by the permitting agency.
- B. Pre-approved applicators:
1. Superior Hydroseeding, Inc. Watsonville, CA (831) 763-1811, www.superiorhydroseeding.net. Contact Morgan Kost / Jeff Kost.
 2. Freedlun Hydroseeding Inc., Vacaville, CA (707) 448-9423.
- C. Approved Equal.

2.02 MATERIALS

- A. Seed Mixes: in general, shall be from the local watershed of the project or watershed with similar climate conditions. For the Monterey area, coastal watersheds of Santa Cruz, San Mateo, San Francisco, Sonoma and Mendocino counties may be considered.

1. **Erosion Control Grass Mix:**

<u>Botanical Name</u>	<u>Rate: lbs/acre</u>	<u>% Pure</u>	<u>% Germ</u>
Bromus carinatus	8	95	85
Eschscholzia californica 'Maritima'	2	95	85
Elymus glaucus	12	95	85
Elymus multisetus	6	95	85
Nassella pulchra	10	95	85
Sisyrinchium bellum	2	95	85
Total	40		

2. **Bioswale Grass Mix:**

<u>Botanical Name</u>	<u>Rate: lbs/acre</u>	<u>% Pure</u>	<u>Min % Germ</u>
Deschampsia cespitosa 'Holciformis'	8	95	85
Hordeum brachyantherum	12	95	85
Leymus triticoides	12	95	85

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Muhlenbergia rigens	5	95	85
Sisyrinchium californicum	3	95	85
Total	40		

- B. Fiber: 100% virgin natural wood fiber mulch, free from synthetic paper or plastic materials, and atmospherically processed.
1. Fiber must disperse into a uniform slurry when mixed with water.
 2. Colored with a non-toxic, water-soluble green dye to provide a proper visual gauge for metering of material over ground surfaces.
 3. Manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with seed; and which after application, will allow the absorption of moisture and allow the rainfall to percolate to the underlying soil.
 4. Materials that inhibit germination or growth will not be permitted in the mixture.
 5. Pre-approved atmospherically processed wood products: Second Nature Wood Fiber by Profile Products.
- C. Fertilizer:
1. For seed mix areas: Biosol Forte 7-2-1 (N-P-K) as manufactured by Rocky Mountain Bio Products www.rockymtnbioproducts.com, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
- D. Tackifier/Binder: 100% psyllium fiber derived from the outer coating of the plantago seed. Available in powder form and packed in clearly marked bags stating the contents of each package. The tackifier will require no curing time, shall remain soft and rewettable, and shall not inhibit seed germination. All ingredients shall be biodegradable. Pre-approved products:
1. Ecology Control M-Binder by S&S Seeds, Inc, Carpinteria, CA (805)684-0436
 2. Plantago Binder by Northstar Impex Corp. Moreno Valley CA (951)486-0441.
 3. Approved equal.
- E. Mycorrhizal Inoculant: for naturalized areas – AM 120 Standard by Reforestation Technologies International (RTI), Gilroy CA, (408) 848-9604, and distributed by Pacific Coast Seed, Inc. Tracy, CA (925) 373-4417 and S&S Seeds, Carpinteria, CA (805) 684-0436.
- F. Equipment: Use hydraulic equipment with a built-in agitation system and operating capacity sufficient to agitate, suspend and mix homogeneously the slurry mixture.
1. Slurry distribution lines are to be large enough to prevent stoppage.
 2. Discharge line is to be equipped with a set of hydraulic spray nozzles capable of providing a continuous non-fluctuation discharge and delivery of the slurry in the prescribed quantities uniformly, without misses, waste, or erosion.
 3. Slurry tank with a minimum capacity of 500 gallons and mounted on a traveling unit which may be either self-propelled or drawn with a separate unit which will place the slurry tank and spray nozzle within sufficient proximity to the areas to be seeded so as to provide uniform distribution.
 4. If using equipment with smaller tank capacity then demonstrate to the Owners Representative that it has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat.

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2.03 CHEMICALS

- A. Insecticides, fungicides, herbicides registered with the California Department of Pesticide Regulation (DPR) and recommended by licensed Pest Control Operator and approved by the Owners Representative.
 - 1. Post-emergent broad-leaf herbicides:
 - a. Selective herbicide, Speedzone or approved equal. Note: this product is stated by its manufacturer to be harmful to aquatic life and is not permitted to be used on areas draining directly to aquatic / riparian areas.
 - b. Rodeo, Round-up Custom or approved equal. These herbicides are permitted to be used in aquatic / riparian areas per the manufacturer's instructions. They are non-selective herbicides so only spot-treatment with extreme care is permitted.

PART 3 - EXECUTION

3.01 GENERAL

- A. Carry out hydroseeding during a windless period using approved equipment and materials.
- B. Preparation of Surfaces: At the time of hydroseeding the surfaces shall be even and free of deleterious material and weeds and cultivated per Specification Section Soil Preparation. Ensure that soil is moist to a depth of at least 1/2".

3.02 SCHEDULE (NON-IRRIGATED HYDROSEED)

- A. Hydroseeding between October 15th and December 15th, within five days of the first rainfall of the season, is required. If not within this period, carry out the following:
 - 1. December 16th to April 15th – after hydroseeding, depending on the ground moisture, provide supplemental water as required to germinate and establish the hydroseed at no additional cost to the Owner.

3.03 CHEMICALS

- A. Herbicides: Verify compatibility, dosage and other application procedures with the manufacturer. All chemicals shall be applied by a pest control operator licensed in the State of California.
 - 1. Do not use chemicals stated by their manufacturers to be harmful to aquatic life in any areas draining directly to aquatic / riparian areas.
 - 2. Do not mix the herbicide with surfactants in dry upland areas.
- B. After cross-ripping / loosening the soil per Specification Section Soil Preparation, and after weed germination from first rains or water applied for establishment - spray naturalized areas with post-emergent herbicides. Spray weeds prior to going to seed and that are at least 2" tall, over a minimum of two weeks. Upon weed kill, apply hydroseeding a minimum of 4 weeks after last herbicide application.

3.04 MIXING

- A. With agitation system operation at part speed, add water to the tank, and establish good circulation. Add materials in such a manner that they are uniformly blended into the mixture. Add the seed first; then fiber. Do not add the fiber until the tank is at least one-third filled with water. Agitate the mixture at full speed when the tank is two-thirds to three-fourths full.
 - 1. Do not allow seed to remain in the seeder longer than one hour. Seed kept longer will be rejected by the Owners Representative, disposed of off-site, replaced at no additional cost to the Owner.

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2. A dispersing agent may be added, provided that documented evidence is furnished that the additive is not harmful to the mixture.

B. Mixing / Application Rates per Acre:

Grass Mix Areas: (One-Stage Application)	
Fiber	2,000 lbs.
Seed	As specified above
Fertilizer: Biosol Forte	1000 lbs / 2000 lbs (SELECT ONE higher value for non-amended soils)
Tackifier/Binder	Per manufacturer's recommendations
Water	As needed for application

3.05 APPLICATION

- A. Apply the hydroseed slurry within one hour of mixing, with a sweeping and arched technique with no slumping or shadowing to insure uniform coverage and to ensure that material is spread evenly at the required rate as noted above.
- B. Apply the hydroseed in one-stage as specified under Mixing in this Specification.
- C. Wherever possible, locate equipment outside of the hydroseeded areas to minimize compaction. Do not allow hydroseeding equipment on to bioretention areas. Take preventive measures to avoid damage to adjacent vegetation.

3.06 CLEAN-UP AND REPAIR

- A. Remove all trash, seed containers, and ancillary material in and adjacent to the hydroseeded areas on completion of hydroseeding and leave the work area in a neat and orderly manner.
- B. Following application and clean-up minimize all activity on the hydroseeded areas.
- C. Re-apply hydroseed according to this Specification, and at no additional cost to the Owner, to any bare spots prior to final acceptance by the Owners Representative.

END OF SECTION

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Storm drain pipe and fittings
 - 2. Manholes, cleanouts, inlets, and other appurtenances

1.02 RELATED REQUIREMENTS

- A. Section 017123 – Field Engineering
- B. Section 312213 – Earthwork
- C. Section 312333 – Trenching

1.03 REFERENCES

- A. California Building Standards Code (CBSC), 2022 Edition.
- B. ASTM C478 – Standard Specification for Precast Reinforced Concrete Manhole Sections
- C. ASTM C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
- D. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
- E. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- F. ASTM D 3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- G. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
- H. ASTM D2751 – Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
- I. ASTM F1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

1.04 SUBMITTALS

- A. Submit testing results for proposed bedding, backfill and drain rock to the ARCHITECT and GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.
- B. Submit samples of proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

- C. Submit manufacturer cut sheets for piping and appurtenances to the ARCHITECT.
- D. Submit concrete mix design and shop drawings for any cast-in-place concrete structures proposed.

PART 2 - PRODUCTS

2.01 BEDDING AND BACKFILL

- A. Pipe bedding and initial backfill: Clean Sand in accordance with Section 312333, or native material if approved by the GEOTECHNICAL ENGINEER.
- B. Final backfill: Clean Sand in accordance with Section 312333, or native material if approved by the GEOTECHNICAL ENGINEER.

2.02 STORM DRAIN PIPE

- A. 4" and 6" pipe: Rubber gasketed PVC gravity sewer pipe conforming to ASTM D-3034, SDR 35 or SDR 26.

2.03 CONCRETE DRAINAGE STRUCTURES

- A. Cast in place concrete and precast concrete drain inlets shall conform to Section 51, "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Drainage Facilities", and Section 75 "Miscellaneous Metal" of the Standard Specifications, and these Specifications.
- B. Concrete drainage inlets shall be precast units conforming to the details shown on the plans.
- C. Concrete manholes shall be precast units conforming to ASTM C 478 and the details shown on the plans
- D. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.
- E. Pipe connections to concrete structures shall be fitted with a flexible, watertight elastomeric gasket conforming to ASTM C-923 (for PVC pipe), or ASTM F-2510 (for HDPE Type 'S' pipe).
- F. The flow line of concrete inlets, whether precast or cast in place, shall be formed in the field to provide a smooth flow line with bench at the pipe spring line. The invert paving thickness in precast structures shall be at least 3" below the bottom of the lowest pipe.
- G. Structures, grates, and covers shall be H-20 load rated if located in vehicular areas, and pedestrian load rated otherwise.
- H. Cast-in-place concrete may be utilized in lieu of specified precast units only if approved by the ENGINEER. Contractor shop drawings shall be required for approval for any cast-in-place concrete.
- I. ADA-compliant grates shall have less than 1/2" clear between bars, and the openings shall be aligned perpendicular to the path of travel. All grates within pedestrian areas shall be ADA-compliant.

2.04 GEOTEXTILE FABRICS

- A. Filter fabric: as indicated on the Drawings or in the Geotechnical Report.

LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS

1. If not indicated, submit Mirafi 140N or equivalent for approval by the GEOTECHNICAL ENGINEER.
- B. Other geotextile fabrics: as indicated on the Drawings or in the Geotechnical Report.
 1. If not indicated, submit type appropriate for the intended use for approval by the GEOTECHNICAL ENGINEER
- C. Filter fabric is not used on subsurface drains constructed of Class 2 Permeable Material.

2.05 DRAIN ROCK

- A. Caltrans Permeable Material Class 1A, 1B or 2, as indicated on the Drawings. If not indicated, submit Class 2 for approval.

2.06 ACCESSORIES

- A. Provide warning tape as specified in Section 312333 – Trenching

PART 3 - EXECUTION

3.01 GENERAL

- A. All work shall be in accordance with:
 1. The California Plumbing Code
 2. Product manufacturer's recommendations
 3. ASTM D 2421

3.02 TRENCHING

- A. Perform trenching in accordance with Section 312333.

3.03 PIPE COVER

- A. Top of pipe to finished grade shall be 36 inches minimum for pipe located within vehicular areas, unless otherwise indicated on the Drawings or approved by the Engineer.
 1. Pipes which are located within paved areas and with less than 24" of cover measured from the top of pipe to the finished pavement grade shall be backfilled with minimum 2,500 psi concrete to 6" above the top of pipe. Pipe shall be adequately restrained to prevent floatation or movement during backfillingF

3.04 TESTING

- A. Following placement and compaction of backfill, and prior to the placement of permanent pavement, storm drains shall be cleaned and videoed to verify that the pipeline is free from obstructions (deflections, joint offsets, lateral pipe intrusions, etc.).

END OF SECTION



NOTICE INVITING BID
Lincoln Cunningham Park Basketball Court Improvements
ADDENDUM No. 1
May 5, 2023

Addendum No.1 is being issued for additions to the Notice Inviting Bid for the Lincoln Cunningham Park Improvements.

The clarifications and revisions declared in this addendum are an essential element to the Notice Inviting Bid.

The bid opening date and time are unchanged from that indicated in the Notice Inviting Bids.

CLARIFICATIONS

1. **Engineer's estimate is for this project:** The engineer's estimate is \$283,490.00.

REVISIONS

1. **REVISE Text: Revise DOCUMENT 00 4113 - 2, BID FORM, SCHEDULE OF BID PRICES, Bid Item #3**

“Construction ~~Staking~~ Surveying”

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6838 or by email to pwinfo@ci.seaside.ca.us.

Sincerely,

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

Nisha Patel
Public Works Director/City Engineer



NOTICE INVITING BID
Lincoln Cunningham Park Basketball Court Improvements
ADDENDUM No. 2
May 9, 2023

Addendum No. 2 is being issued for additions to the Notice Inviting Bid for the Lincoln Cunningham Park Improvements.

The revisions declared in this addendum are an essential element to the Notice Inviting Bid.

REVISIONS

1. REMOVE and REPLACE DOCUMENT 00 5200 - 1, AGREEMENT, ARTICLE 2.02.A. Completion of Work

Contractor shall achieve Substantial Completion of the entire Work with **75 Calendar** Days from the Commencement Date and **15 Calendar** Days following substantial completion to achieve Final Completion.

2. REVISE Text: Revise DOCUMENT 00 2113 1.04.A

Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing no later than the 10th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the ~~5th~~ 2nd day preceding the date set for the receipt of Bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted to the City's website. It is the Contractors responsibility to check the City's website for Addendums. Owner may not answer questions received less than ten Days prior to the date for opening Bids.

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6838 or by email to pwinfo@ci.seaside.ca.us.

Sincerely,

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

Nisha Patel
Public Works Director/City Engineer



NOTICE INVITING BID
Lincoln Cunningham Park Basketball Court Improvements
ADDENDUM No. 3
May 10, 2023

Addendum No. 3 is being issued for additions to the Contract Documents for the Lincoln Cunningham Park Improvements.

The revisions declared in this addendum are an essential element to the Contract Documents.

REVISIONS

1. **REMOVE** DOCUMENT 00 1113 NOTICE INVITING BIDS, Article 1.01 and **REPLACE** with the following:

Notice Inviting Bids: Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **3:30 PM on Monday May 15th** for the following public work:

CITY OF SEASIDE
LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS
located at

SAN PABLO AVENUE BETWEEN YOSEMITE STREET AND LINCOLN STREET, SEASIDE CA

2. **REVISE** DOCUMENT 00 4513 – 3 STATEMENT OF QUALIFICATION, Part A: GENERAL INFORMATION as follows:

~~6. Has Bidder attached copies of its reviewed or audited financial statements and Yes~~
~~___ No ___ accompanying notes for the last three years?~~

Bidder may be disqualified if any answer to questions 1, or 2, ~~or 6~~ is No.

3. **REVISE** DOCUMENT 00 2113 1.04.A as follows:

Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing no later than the 10th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after ~~the 2nd day~~ 24 hours preceding the date set for the receipt of Bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted to the City's website. It is the Contractors responsibility to check the City's website for Addendums. Owner may not answer questions received less than ten Days prior to the date for opening Bids.

If you are a bidder, you must acknowledge receiving this Addendum by completing Document 00 4113 of the bid form. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6838 or by email to pwinfo@ci.seaside.ca.us.

Sincerely,



Nisha Patel

Public Works Director/City Engineer

Lincoln Cunningham Park Basketball Court Improvements

100% CONSTRUCTION DOCUMENTS

SEASIDE, CALIFORNIA

GENERAL NOTES

DESIGN INTENT These Drawings and accompanying technical specifications represent the general design intent to be implemented on the site. Contractor shall be responsible for contacting the Owner's Representative for any additional clarification or details necessary to accommodate site conditions.

CONTRACTOR COORDINATION The Contractor shall coordinate and otherwise integrate his work with that of others in an efficient, craftsmanlike and timely manner so as to provide the Owner with a well-constructed, easily maintainable project. Each contractor shall notify others at least two working days in advance of covering, completing or exposing work to be installed by others.

CONTRACTORS' JOB SITE CONDITIONS The Contractor agrees to assume sole and complete responsibility for 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 the Owner and the Design Consultant harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Owner or the Design Consultant.

COMPOSITE BASE SHEET The proposed improvements shown on these Drawings are superimposed on a base sheet. This base sheet is compiled from a boundary survey, a topographic survey, architectural and/or engineering documents and other data as made available by the Owner. The Design Consultant shall not be held liable for changes, inaccuracies, omissions or other errors on these documents. The composite base sheet is provided only as an aid, and the Contractor shall be responsible for reviewing these documents and incorporating/integrating all construction as required to accommodate same.

UTILITIES A reasonable effort has been made to locate and delineate all known underground utilities. The Contractor is cautioned that only excavation will reveal the types, extent, sizes, location and depths of such underground utilities. However, the Design Consultant can assume no responsibility for the completeness or accuracy of delineation of such underground utilities, nor for the existence of other buried objects or utilities which are not shown on these Drawings.

- For areas under public ownership or private lands with public utility easements, the Contractor is responsible for contacting utility companies prior to commencing construction, and requesting a visual verification of the locations of their underground utilities. The utility companies are members of the Underground Service Alert (USA) one-call program. Notification shall be a minimum of (2) working days in advance of performing excavation work by contacting USA North at 811 / 1-800-227-2600 / www.usanorth.org for Northern California, and DigAlert 811 / www.digalert.org for Southern California.
- For areas under private ownership and campuses not members of USA, the Contractor is responsible for engaging the services of a private utility locator for a visual verification of the locations of underground utilities. Excavation is defined as being 6 or more inches in depth below the existing surface.

CODES / STANDARDS

GENERAL: Bring conflicts between Codes, Referenced Standards, Drawings, and Specifications to the attention of the Construction Manager in writing, for resolution before taking any action. Where differences exist between codes and standards, the one affording the greatest protection shall apply. If the year of adoption is omitted from the Code or Standard designation, it shall mean the latest revision in effect on the Bid date.

PROJECT SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

2022 ADA Standards for Accessible Design
2022 California Plumbing Code
2022 California Electrical Code

PROJECT DESCRIPTION

Remove existing court and walls and replace with new asphalt basketball court, benches, and bioretention area. Work includes replacing part of the existing asphalt paths to the court.

ABBREVIATIONS

AB	Aggregate Base	LB	Pound
AC	Asphalt Concrete	LF	Linear Feet
AD	Area Drain	LOW	Limit of Work
ALT	Alternate	LP	Low Point
APPROX	Approximate	MAX	Maximum
ARCH	Architectural	MECH	Mechanical
BLDG	Building	MED	Medium
BC	Bottom of Curb	MFR	Manufacturer
BW	Bottom of Wall	MH	Manhole
BS	Bottom of Step	MM	Minimum
BOT	Bottom	MTL	Millimeter
CB	Catch Basin	(N)	New
CBC	CA Building Code	NIC	Not In Contract
CI	Cast Iron	NO	Number
CL, €	Centerline	NOM	Nominal
CLR	Clear	NTS	Not To Scale
CM	Centimeter	OC	On Center
CMU	Concrete Masonry Unit	OD	Outside Diameter
CONC	Concrete	OPP	Opposite
CONST	Construction	PA	Plant Area
CONT	Continuous	PB	Pull Box
CO	Cleanout	PE	Polyethylene
COORD	Coordinate	PERF	Perforated
CY	Cubic Yard	POB	Point of Beginning
DBL	Double	POC	Point of Connection
DEMO	Demolition	POS	Point on Slope
DET	Detail	PNT	Point
DG	Decomposed Granite	PREFAB	Prefabricated
DIA, Ø	Diameter	PSI	Pounds per Square Inch
DN	Down	PT	Pressure Treated
DWG	Drawing	PVC	Polyvinyl Chloride
(E), EX	Existing	QTY	Quantity
EA	Each	R, RAD	Radius
EG	Existing Grade	REBAR	Reinforcement Bar
EJ	Expansion Joint	REF	Reference
EP	Edge of Paving	REQD	Required
ELEV	Elevation	RIM	Rim Elevation
ELEC	Electrical	RND	Round
EQ	Equal	RWL	Rain Water Leader
EQUIP	Equipment	S4S	Surface Four Sides
EXP	Exposed	SCH	Schedule
EXT	Exterior	SD	Storm Drain
FFE	Finished Floor Elevation	SF	Square Foot
FG	Finished Grade	SIM	Similar
FL	Flow Line	SPECS	Specifications
FOB	Face of Building	SQ	Square
FOC	Face of Curb	SS	Sanitary Sewer
FPS	Feet Per Second	STL	Steel
FS	Finish Surface	SY	Square Yard
FSF	Finish Surface Field	SYN	Synthetic
FT	Foot	TBD	To be Determined
GA	Gauge	TC	Top of Curb
GALV	Galvanized	THK	Thick
GB	Grade Break	TS	Top of Step
GI	Galvanized Iron	TYP	Typical
GPH	Gallons Per Hour	TW	Top of Wall
GPM	Gallons Per Minute	U/G	Underground
HDG	Hot Dipped Galvanized	UON	Unless Otherwise Noted
HDR	Header	VERT	Vertical
HORIZ	Horizontal	VIF	Verify in Field
HP	High Point	W	Water
HSS	Hollow Structural Steel	WP	Weaked Plane Joint
ICV	Irrigation Control Valve	WV	Water Valve
ID	Inside Diameter	WWM	Welded Wire Mesh
INT	Interior	W/	With
INV	Invert	WD	Wood

SYMBOLS

	Revision Callout		Area Plan Callout
	Elevation Callout		Reference Note
	Section Callout		Detail Reference

SHEET INDEX

SHEET NO: CONTENTS:

L-1.1	Cover Sheet
1	Topographic Map
L-2.1	Demolition Plan
L-3.1	Construction and Layout Plan
L-4.1	Grading & Drainage Plan
L-5.1	Construction Details
L-5.2	Construction Details
L-6.1	Planting Plan

PROJECT DIRECTORY

CLIENT
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955
831-699-6884
Contact: Nisha Patel

CIVIL
Whitson Engineers
6 Harris Court
Monterey, CA 93940
831-649-5225
Contact: Nathaniel Milam

LANDSCAPE ARCHITECT
BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey, CA 93940
(831) 646-1383
Contact: Larry Foster
larry@bfsla.com

VICINITY MAP



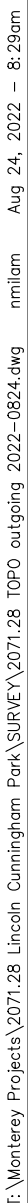
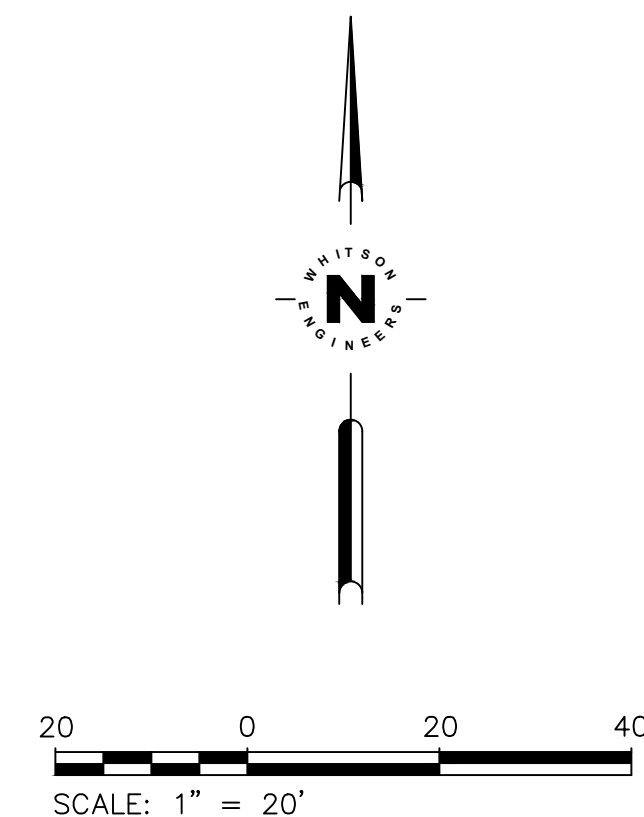
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EXPIRATION DATE:	6/30/2024	R.C.E. No.	72491

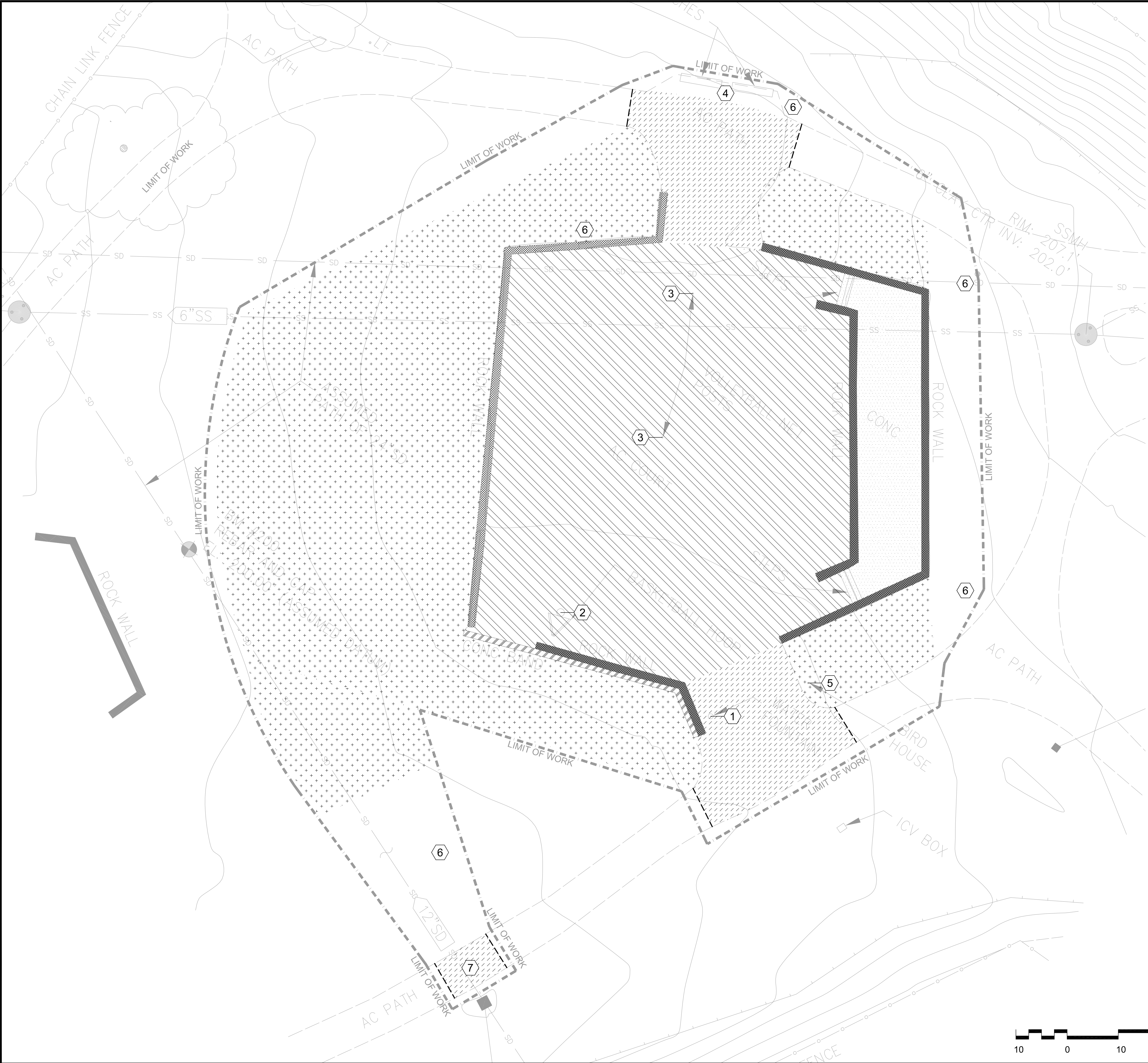
DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO.
	COVER SHEET	
	PROJECT TITLE:	SHEET NO.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER	LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS	L-1.1
SCALE:		DWG FILE NO.

1. THIS MAP REPRESENTS A TOPOGRAPHIC SURVEY PERFORMED BY WHITSON ENGINEERS ON AUGUST 8, 2022.
2. THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY AND DOES NOT SHOW SOILS OR GEOLOGIC INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE CLIENT.
3. NO BOUNDARY WAS LOCATED AS PART OF THIS SURVEY. THERE MAY BE EASEMENTS OR OTHER RIGHTS, RECORDED OR UNRECORDED, AFFECTING THE SUBJECT PROPERTY, WHICH ARE NOT SHOWN HEREON.
4. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
5. BENCHMARK: REBAR AND CAP ELEVATION: 200.00' (ASSUMED)
6. LOCATION OF UNDERGROUND UTILITIES WAS NOT WITHIN THE SCOPE OF THIS SURVEY. WITH THE EXCEPTION OF OBSERVED FACILITIES, UNDERGROUND UTILITIES ARE NOT SHOWN. UNDERGROUND PIPE SIZES, WHERE SHOWN, ARE BASED ON VISUAL OBSERVATION FROM THE SURFACE AND ARE APPROXIMATE.
7. THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES MUST BE VERIFIED BY POSITIVE LOCATION (POTHOLING) BY THE CONSTRUCTION CONTRACTOR PRIOR TO EXCAVATION OR ANY CONSTRUCTION WHICH MAY BE AFFECTED BY THE LOCATION OR ELEVATION OF THE UTILITY.
8. DIAMETERS OF TREES ARE SHOWN IN INCHES MEASURED AT BREAST HEIGHT. TREES SMALLER THAN 6" WERE NOT NECESSARILY LOCATED AS PART OF THIS SURVEY.

	100	GROUND CONTOUR
	BM	BENCHMARK
	+ 928.30	SPOT GRADE
	12" OAK	TREE/STUMP OR SNAG (DEAD)
		TREE DRIP LINE
		FENCE
	LT	LIGHT, ELECTROLIER
	SD	STORM DRAIN LINE
	SSMH RIM 258.36'	STORM DRAIN MANHOLE
		STORM DRAIN INLET
	SS	SANITARY SEWER LINE (GRAVITY)
	SSMH RIM 258.36'	SANITARY SEWER MANHOLE
		UTILITY VAULT

AC	ASPHALT CONCRETE
CONC	CONCRETE
DI	DRAIN INLET
EL	ELEVATION
EX	EXISTING
GRT	GRATE
GV	GAS VALVE/VAULT
INV	INVERT
MH	MANHOLE
RCP	REINFORCED CONC PIPE
SD	STORM DRAIN
SS	SANITARY SEWER
UG	UNDERGROUND
UNKN	UNKNOWN





LEGEND

- Concrete Paving, Steps and Base to be Demolished
- AC Paving and Base to be Demolished
- Gravel Court and Base to be Demolished
- Clear and Grub: Contractor to verify extents in field
- Sawcut existing paving
- Stone Walls and Footings to be Demolished
- Concrete Band to be Demolished

REFERENCE NOTES

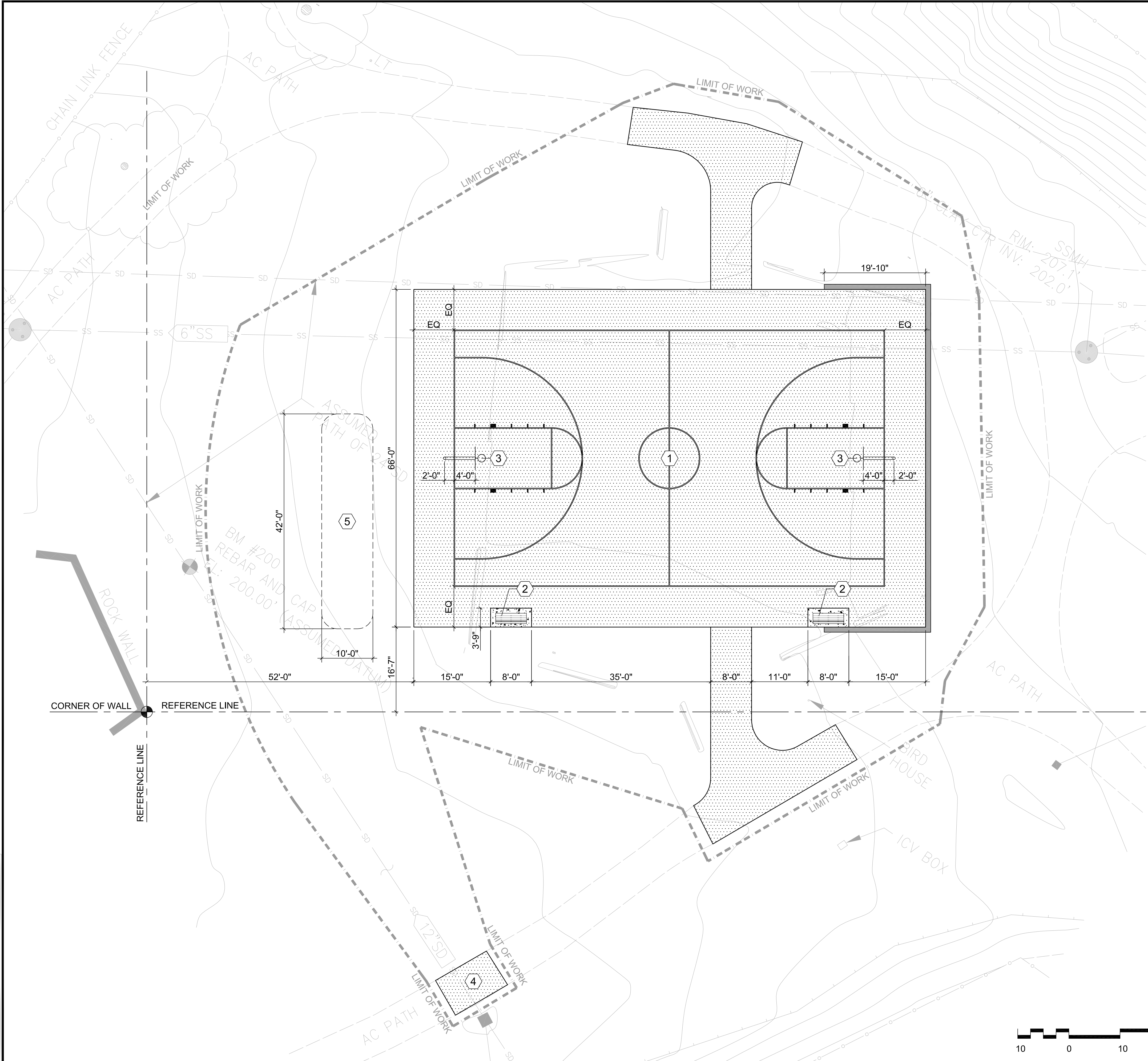
- Demolish water fountain. Cap line outside of new work.
- Demolish basketball hoop and footing.
- Demolish volleyball posts and footings.
- Demolish benches and footings.
- Bird house to remain. Preserve and protect.
- Existing Vegetation to remain. Preserve and protect.
- Demolish Asphalt Path where Storm Drain Crosses. V.I.F. See Grading & Drainage Plan (-/L-4.1)

GENERAL NOTES

- Verify location of all utilities in field.
- All items not indicated be demolished are to be preserved and protected. See Specs.
- Items indicated to be demolished include their concrete footings and aggregate base where present UON.
- Demolish any irrigation heads and laterals, and cap any lines, as needed, within limits of work. Cut and cap any pressurized water lines within limits of new work to just outside of new work.



DATE	REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1"=10'-0"	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: DEMOLITION PLAN	PROJECT NO.
	PROJECT TITLE: LINCOLN CUNNINGHAM BASKETBALL COURT IMPROVEMENTS	SHEET NO. L-2.1
		DWG FILE NO. 22046_02



LEGEND

- Limit of Work Line
- Concrete Paving: Natural color, See Specs. joints are Weakened Plane Joints UON. See (4/L-5.1)
- AC Paving: See specs. See (2/L-5.1)
- Raised Curb: See (1/L-5.1)
- Point of Origin

REFERENCE NOTES

- 1 Basketball Court Striping: See (2/L-5.2)
- 2 Bench on concrete: See specs and (6/L-5.1)
- 3 Basketball Goal: See (1/L-5.2)
- 4 Patch Asphalt Path where Storm Drain Crosses. V.I.F.
- 5 Bioretention Pond: See Grading Plan.

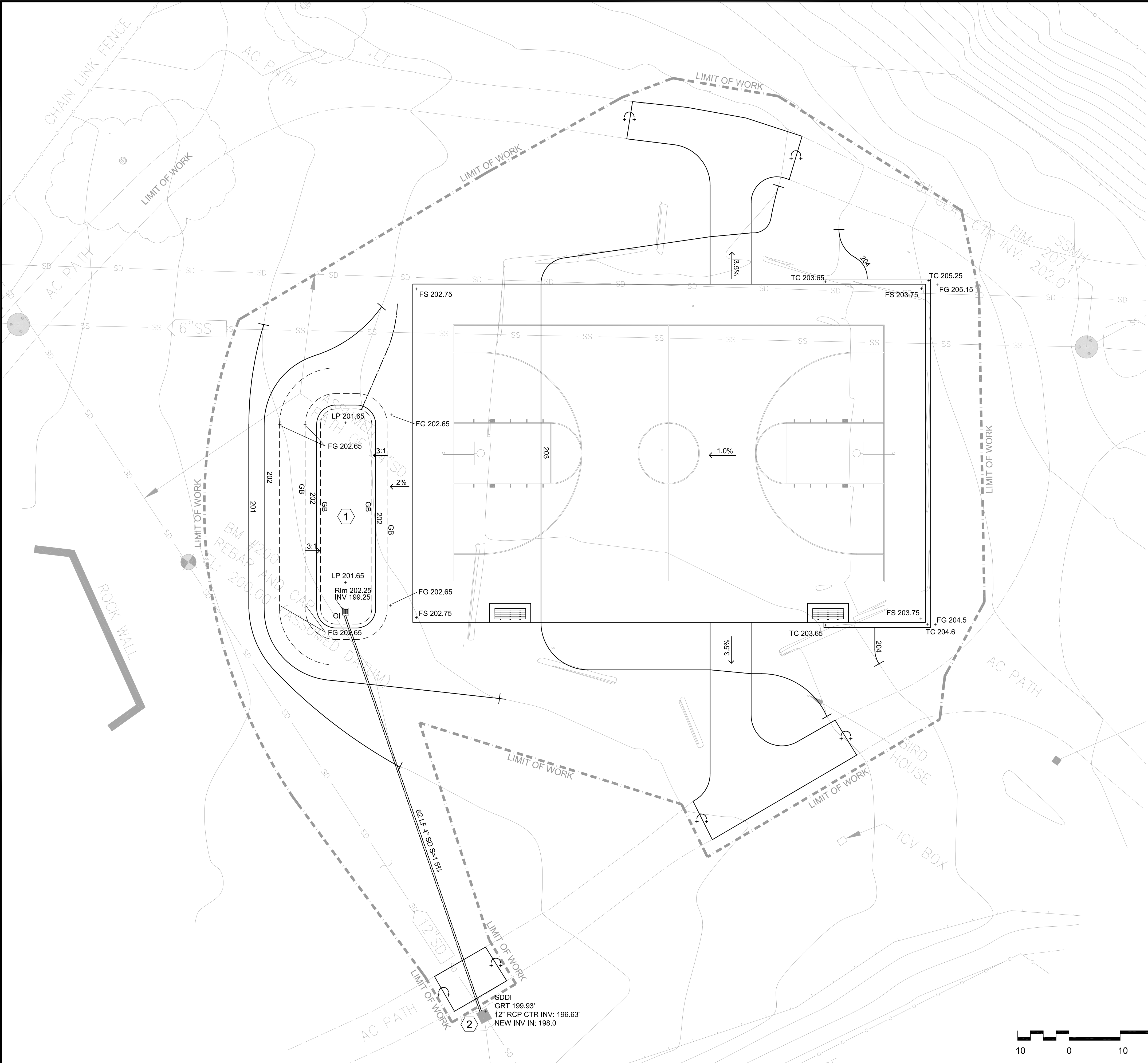
GENERAL NOTES

- A. UTILITIES: Rectangular utility boxes shall be installed parallel to curbs / edges of sidewalks. Review locations in the field with the Landscape Architect prior to installation. See Detail sheets and specifications for additional information, including box sizes.
- B. Layout to be staked by contractor and reviewed in field by Landscape Architect.
- C. Cad file will be provided for site staking by licensed land surveyor
- D. All dimensions may be considered +/- for purposed of field fitting to existing conditions and allowing for building materials standard sizes. Review any dimension changes in field with Architect or Landscape Architect.
- E. See Details for additional information.



DATE		REVISIONS	
CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		PROJECT NO.	
SHEET TITLE: CONSTRUCTION & LAYOUT PLAN		SHEET NO.	
PROJECT TITLE: LINCOLN CUNNINGHAM BASKETBALL COURT IMPROVEMENTS		L-3.1	
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER		DWG FILE NO. 22046_03	
SCALE: 1"=10'-0"			

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



LEGEND

- LOW Limit of Work Line
- +FS 0.00 Spot Elevation
- FS Finish Surface
- FG Finish Grade
- TC Top of Curb
- HP / LP High Point / Low Point
- 5.00% Slope
- GB Grade Break
- Flow Line
- Flush
- XX LF X" SD S=X% Solid Drain Line: Size as Shown. See Specs.
- OI Overflow Inlet: See Specs. See (8/L-5.1)
- SD Existing Storm Drain Line
- SS Existing Sanitary Sewer Line

REFERENCE NOTES

- 1 Bioretention Pond SCM #1: 400 SF. See (8/L-5.1)
- 2 Existing Storm Drain Inlet

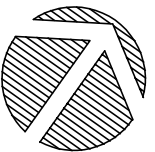
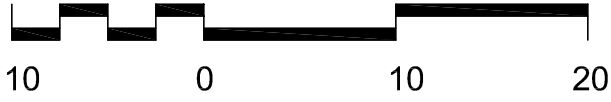
GENERAL NOTES

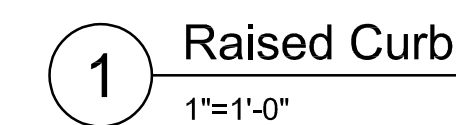
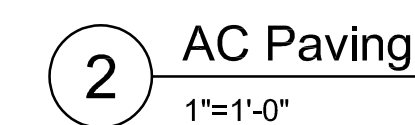
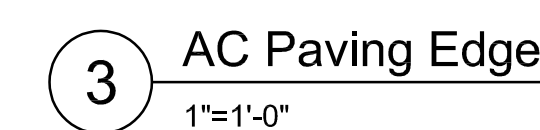
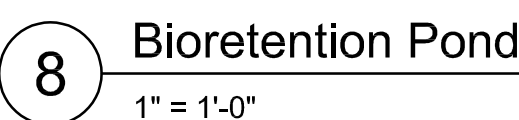
1. Walking surfaces shall comply with CBC 11B-403 Walking Surfaces. Walkway slopes shall not exceed 4.9% in the direction of travel and 1.9% cross-slope.
2. Verify all existing area drain inverts and drain line sizes are consistent with those shown on plan, prior to construction.
3. Cap drain lines at high points.



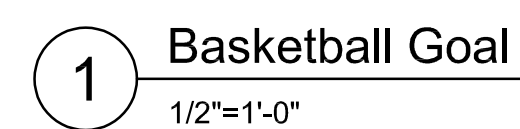
DATE	REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1"=10'-0"	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: GRADING & DRAINAGE PLAN	PROJECT NO.
	PROJECT TITLE: LINCOLN CUNNINGHAM BASKETBALL COURT IMPROVEMENTS	SHEET NO. L-4.1
		DWG FILE NO. 22046_04

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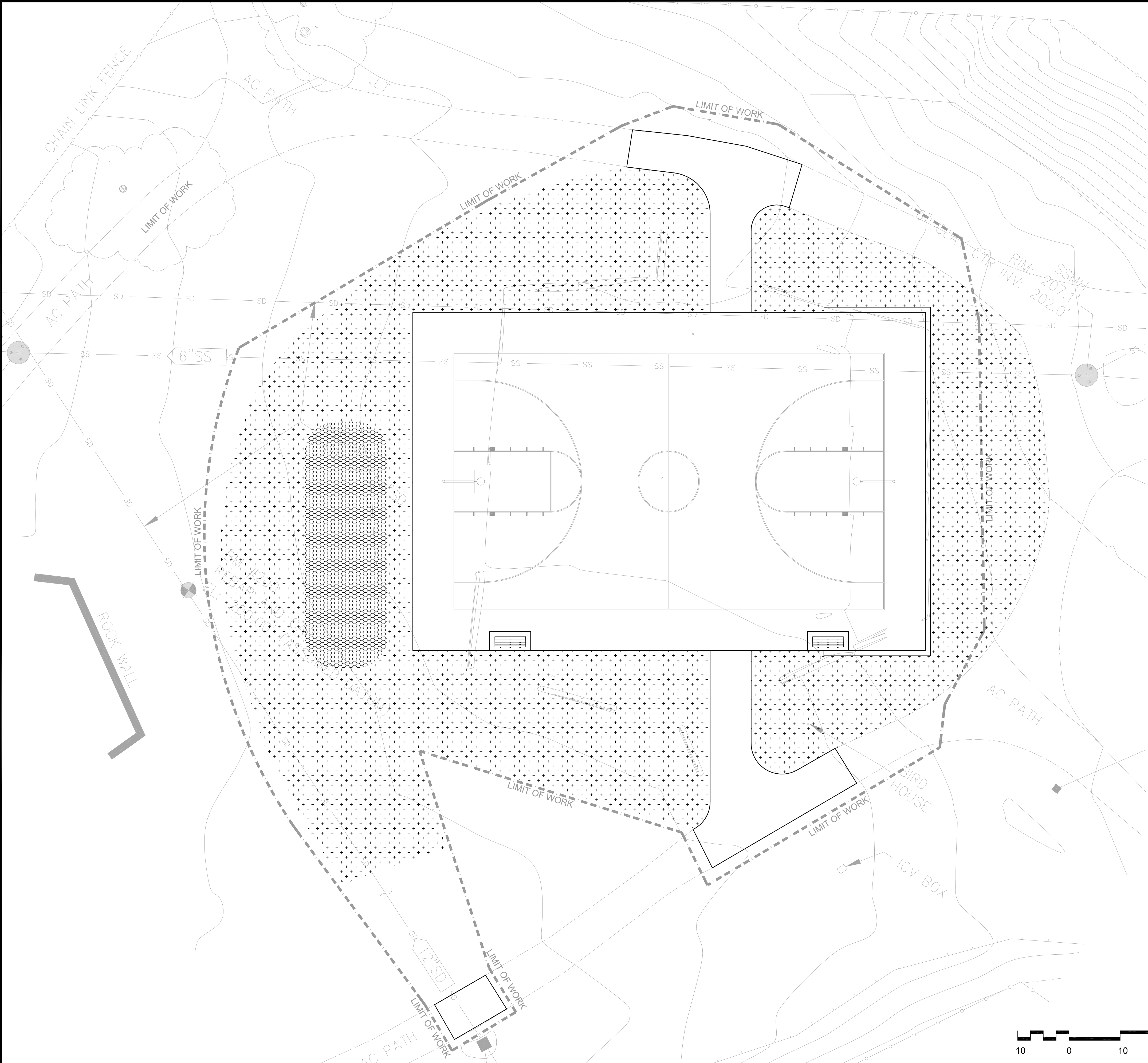




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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO.
	CONSTRUCTION DETAILS	
	PROJECT TITLE:	SHEET NO.
SCALE: 1"=10'-0" SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☐ FINAL ☐ OTHER	LINCOLN CUNNINGHAM BASKETBALL COURT IMPROVEMENTS	
	DWG FILE NO. 22046_05	



PLANT LEGEND

Limit of Work Line	
Hydroseed	
L	Erosion Control Mix
L	Bioswale Mix
Native Erosion Control Mix from Pacific Coast Seed	
General Compact Bioswale Mix from Pacific Coast Seed	
Seed	8,300 SF
Seed	750 SF

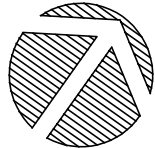
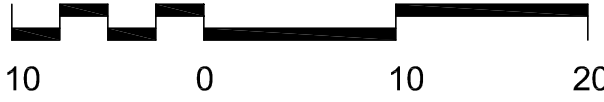
GENERAL NOTES

- See Specifications for materials and procedures including, but not limited to, soil preparation, amendments, fertilizers, and herbicides.
- All hydroseed areas are to be unirrigated. See Specs.



DATE		REVISIONS	
CITY OF SEASIDE		CITY OF SEASIDE	
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET TITLE:		PROJECT NO.	
PLANTING PLAN		SHEET NO.	
PROJECT TITLE:		L-6.1	
LINCOLN CUNNINGHAM		DWG FILE NO.	
BASKETBALL COURT IMPROVEMENTS		22046_06	
SHEET STATUS:			
☐ PRELIMINARY			
☐ SEMI-FINAL			
☐ FINAL			
☐ OTHER			
SCALE:			
1"=10'-0"			

0 1 2 3 FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES





CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$69,801.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project for an amount not to exceed \$69,801.00.

BACKGROUND

Lincoln Cunningham Park is just north of San Pablo Avenue between Yosemite Street and Lincoln Street. Council approved the replacement of the basketball court, referred to as the Lincoln Cunningham Park Basketball Court Improvement Project. The project includes the demolition of an existing half basketball court, rock walls, and pavement, and construction of a new full size high school regulation basketball court with two basketball posts with backboard and hoop, court striping, site furnishings, and stormwater control measures.

The project was designed by BFS Landscape Architects. The City Council reviewed the park concept plan and provided guidance on February 3, 2022. The project was released for construction bids on April 20, 2023, and bids were due on May 15, 2023. At this June 1, 2023 Council Meeting, the City Council is considering awarding a construction contract for the project to Monterey Peninsula Engineers.

The project is scheduled to take 90 calendar days to complete and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at this time. The Wallace Group (Wallace) is on the City's list of On-Call Engineering Consultants. Wallace provided construction management and inspection services for the Ellis Park Improvements Project, which recently completed construction and is in the close-out phase. At the request of the City, Wallace submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal review coordination, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout. Wallace Group will retain Earth Systems for geotechnical inspection and testing. Staff has reviewed the proposal and finds the scope and fee acceptable.

Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group for an amount not to exceed \$69,801.00 for construction management and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project.

ENVIRONMENTAL COMPLIANCE

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

FISCAL IMPACT

At this June 1, 2023 Council Meeting, the City Council will consider approving a project budget amendment of \$164,752.00 revising the total project budget for the Lincoln Cunningham Park Basketball Court Improvements to \$481,660.00.

The professional services agreement for Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project is for a not to exceed amount of \$69,801.00. An approximate 15% contingency adds \$10,470.10 for a total of \$80,271.00 for construction management and inspection services. The current total fiscal year 2022/2023 adjusted budget for the Lincoln Cunningham Park Basketball Court Improvements Project (account no. 342-8910-9578) is \$316,908.00. Currently, there are encumbrances of only \$36,600.00 for a professional services agreement with BFS Landscape Architects for design.

ATTACHMENTS

1. Resolution
 2. PSA
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR LINCOLN CUNNINGHAM PARK BASKETBALL COURT IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$69,801.00

WHEREAS, the Lincoln Cunningham Park Basketball Court Improvements Project (Project) is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, Wallace Group (Wallace) is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, on January 30, 2023, the City Council approved a budget amendment of \$66,908.00 to the project for a total budget of \$316,908.00; and

WHEREAS, the project was released for construction bids on April 20, 2023, and bids were due on May 15, 2023; and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bidder with a bid of \$325,990.00.

WHEREAS, the project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the city does not have the staffing resources to support this project; and

WHEREAS, Wallace submitted a proposal to perform construction support and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project from pre-construction through project closeout in the amount of \$69,801.00; and

WHEREAS, an amount of \$10,470.00 contingency, approximately 15% of the contract value, should be authorized on an as required basis; and

WHEREAS, staff has determined the scope of work and fee of the Wallace proposal are reasonable; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Basketball Court Improvements Project for an amount not to exceed

\$69,801.00 and written amendments such that the total agreement does not exceed \$80,271.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of June, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
LINCOLN CUNNINGHAM PARK BASKETBALL COURT
IMPROVEMENTS
CONSTRUCTION MANAGEMENT**

THIS AGREEMENT, is made and effective June 1, 2023, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 1, 2023, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Six Nine Thousand Eight Hundred and One Dollars (\$69,801.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files,

Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the

Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or

employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, California 93401
Att: Kari E. Wagner. PE

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zach Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zach Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in **Exhibit A**.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

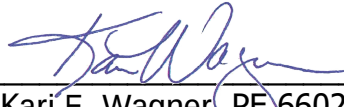
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: 
Kari E. Wagner, PE 66026, Principal

Date: May 25, 2023

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services
	Exhibit E	Resolution 22-62 On-Call Services

EXHIBIT A
SCOPE OF WORK

May 19, 2023

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Lincoln Cunningham Park

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for Construction Management services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside (City) is interested in upgrading Lincoln Cunningham Park. The City retained a civil engineering firm, Whitson Engineers (Whitson) and BFS Landscape Architects (BFSLA), to prepare Plans, Specifications, and Estimates (PS&Es) for the proposed upgrades at Lincoln Cunningham Park. The PS&Es for Lincoln Cunningham Park generally consist of Civil and Landscape Architecture plans as Adobe PDF, an Engineer's Estimate of Probable Construction Cost as Adobe PDF, and project bidding specifications. More particularly the proposed improvements and construction documents for Lincoln Cunningham Park includes the removal of existing sport facilities, paving, planting, and site furnishings. The project includes providing and installing storm drain pipes, structures, and bioretention pond; concrete curbs; hot mix asphalt paving; site furnishings including benches and basketball court equipment; and planting.

Construction Documents provided are as follows:

- Landscaping Plans by BFS (4/20/23, 8 pages)
- Project Manual Specifications (4/20/23, 153 pages)
- Technical Specifications (4/3/23, 137 pages)
- Addendum-1 (5/5/2023, 1 page)
- Addendum-2 (5/9/2023, 1 page)
- Addendum-3 (5/10/2023, 2 pages)

This project includes the construction management services for the park upgrades as shown in the plans outlined above. It is our understanding that the City of Seaside is looking for a construction management firm to manage the contractor, daily operations, and inspections for this project. This proposal is based upon 75 Calendar Days for substantial completion and an additional 15 Calendar Days for final acceptance. This equates to approximately eleven (11) weeks from the Notice to Proceed to Substantial Completion and two (2) additional weeks to Final Acceptance.

SCOPE OF SERVICES

Wallace Group will be using Procore project management software to manage all documentation for this project. Procore will store and track all project plans, specification, RFIs, submittals, inspection reports, photos, and all other project related documents. All of this information will be available to the entire project team in real time.

Given the scope and nature of the project, we envision the following Scope of Services.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Task 1: Pre-Construction Phase Services

Wallace Group will provide pre-construction management services as outlined below. This task includes preparation and attendance of up to one (1) 3-hour meeting. We have included 32 hours of professional services to complete the work in Task 1.

Project Review

- Perform review of design plans, specifications, and engineers estimate
- Review applicable Standard Specifications, including City Standard Specifications and Plans
- Review contractors bid form, quantities, and payment items

Project Communication and Coordination

- Establish Procore Construction Management Software project and provide training to City project staff
- Facilitate project communication and coordination with the City, the design engineer, emergency services, utility providers, property owners, the contractor, and other stakeholders
- Coordinate environmental training and other monitoring and survey requirements
- Communicate with property owners and other stakeholders the schedule and other concerns

Pre-Construction Conference

- Prepare agenda, schedule, and facilitate the Pre-Construction Conference with input from the City's Representative
- Provide sign in sheet for all attendees
- Issue minutes for review and finalize for project record
- Review and accept baseline project schedule from the Contractor
- Review existing conditions and site constraints
- Work with contractor and City to develop phasing and sequencing plan to minimize impacts, including public notifications and outreach
- Work with contractor to identify and prioritize long lead items that can impact critical path

Pre-Construction Photos

- Prior to the start of construction, collect Pre-Construction photos of project sites
- Photos will be uploaded into Procore in a separate album for review by the project
- Review of Contractors Pre-Construction photos uploaded as submittal into Procore

Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor and provide comments/acceptance with the project plans and specifications in coordinate review with the City
- We have budgeted for ~ 20 submittals
- Process all submittals in a timely manner and make available to project team
- Maintain electronic copies within Procore and hard copies as requested

Deliverables:

- Reviewed submittals and submittal log



- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes

Task 2: Construction Phase

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to thirteen (13) 1-hour meetings. We have included 265 hours of professional services, of which 195 hours are earmarked for on-site construction inspection, to complete the work in Task 2. This equates to approximately five (5) days per week at three (3) hours per visit for construction inspection activities.

Weekly Construction Meeting

- Schedule, develop agenda, and minutes for Weekly Progress Meetings with contractor, City staff, and other necessary entities

Project Schedule

- Monitor project baseline schedule
- Keep stakeholders informed of the construction schedule
- Issue Weekly Statement of Working Days
- Review Contractors Three Week Look Ahead Schedule

Change Order Management & Force Account

- Review and qualify contractor requested change orders
- Investigate proposed change orders, obtaining the City's approval prior to work taking place
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Generate project change orders using the City's template
- Document delays or possible changes in work or site condition
- Inspector to document Force Account work and review T&M ticket with Contractor at the end of each shift, as applicable

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City
- Collect delivery and materials tickets for project record

Construction Observation/Inspection

- Provide onsite inspections and oversight during construction
- Prepare inspection reports, including tracking labor (name, classification, and estimated hours worked), equipment, weather, observations/notes, quantities, and photos. Including conversations or discussions that may be important.
 - » Daily reports to be provided weekly to the City's Designated Representative or as requested



- Notify the Contractor and City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Provided oversight on the requirements of the encroachment permit are performed and documented
- Inspections and oversight include:
 - » Contractors Means and Methods
 - » Review Contractors Survey and Layout
 - » Material Deliveries and Tickets
 - » Traffic control plans and implementation
 - » Construction Staging Area
 - » Site Safety and Signing
 - » Stormwater Controls
- Review compliance with contract documents
- Record and report design modifications
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record
- We have budgeted for part-time inspection at an assumed average 3 hours/day. Inspection time may be adjusted accordingly based on scope of work and contractors activities

Site Documentation

- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times

Stormwater Compliance and Permits

- Monitor stormwater protection measures throughout the project

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
- Work with contractor to resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies

Final Inspection and Punch List

- Schedule punch list walk with the Contractor and City
- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Recommend and approve final payment to Contractor



Subtask 2.1: Geotechnical Services

Wallace Group will retain Earth Systems from Salinas to provide construction geotechnical services as outlined in the attached (Exhibit A) proposal from Earth Systems dated May 12, 2023. Earth Systems included 53 hours of professional services in their proposal.

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation

Task 3: Post-Construction Phase Services

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to one (1) 1-hour meeting. We have included 34 hours of professional services to complete the work in Task 3.

As-Built Drawings

- Review as-built drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Files can be delivered in hard copy and/or electronic format

Deliverables:

- Punch List
- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc)

ADDITIONAL SERVICES

Wallace Group can provide the following services, directly or through sub-consultants, upon request:

- Labor Compliance

TO BE PROVIDED BY THE CLIENT

- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Professional engineering services



- Playground compliance (CPSI)
- Construction surveys and staking
- Coordination with utilities
- Preparation of record drawings

PROJECT FEES

Wallace Group will perform the services denoted in Task 1 through 3 above of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit B). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$69,801 without receiving written authorization from the Client.

The estimated fees denoted in Task 2 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task 2 for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit C) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Zach Teske.

Sincerely,

WALLACE GROUP, a California Corporation

A handwritten signature in blue ink, appearing to read "Kari E. Wagner".

Kari E. Wagner, PE C66026
Principal/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

Attachments
GGM: PP23-7858, 2022, std
Exhibit A
Exhibit B
Exhibit C

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



May 12, 2023

Proposal No.: SAL-23-05-007

Anthony Lehman, Assistant Resident Engineer
Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

PROJECT: LINCOLN CUNNINGHAM PARK – BASKETBALL COURT IMPROVEMENTS
SAN PABLO AVENUE EAST OF YOSEMITE STREET
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Construction Inspection and Testing Services

Dear Mr. Lehman:

As requested, Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the basketball court improvements at Lincoln Cunningham Park in Seaside, California. This proposal is for geotechnical related consultation, observation, and compaction testing. Additionally, we have also included special inspection services for the two basketball court pier foundations.

We understand that a new basketball court is planned at the northwest portion of Lincoln Cunningham Park. A new bioretention pond is also planned west of the basketball court. The existing play area, currently housing a basketball court and volleyball court, will be demolished along with the associated asphalt pavement, benches, and stone walls. The new basketball courts will be supported by a 30-inch diameter pier footing, approximately 6 feet deep. We anticipate the majority of the geotechnical observation and testing will be related to construction of the basketball courts (pavement and pier foundation observation). Additional compaction testing services are anticipated for the storm drain trench backfilling and flatwork.

Geotechnical Observation, Special Inspection, and Testing Services

A construction schedule was not available during preparation of this proposal. The inspection coverages and site visits were estimated based on prior experience with jobs of a similar size and scope, Lincoln Cunningham Park Basketball Court Improvements plan (100% Construction Documents, no date) prepared by BFS Landscape Architects, and provided specifications. Our anticipated services during construction are outlined as follows:

1. Attendance of a preconstruction meeting;
2. Collection of soil samples for laboratory testing to measure dry density variations with moisture content of various soil types (compaction curves);



3. Measurement of in-place density and moisture content of pavement/flatwork subgrade and aggregate base to evaluate relative compaction testing during backfilling of underground utility trenches;
4. Compaction testing of pavement/flatwork subgrade and aggregate base;
5. Observation and compaction testing of asphalt pavement;
6. Foundation excavation observations;
7. Special inspection of reinforcing, concrete placement and sampling (basketball court pier foundations).
8. Laboratory testing of cast-in-place concrete taken during concrete placement.
9. Preparation of daily inspection reports summarizing the observed grading activities with the results of the in-place field compaction tests performed during the day; and
10. Engineering consultation/scheduling/supervision/project management of the services provided by our firm.

Compaction testing of utility trench backfill, pavement, and flatwork subgrade and aggregate base courses will also be performed on a part-time basis. Field compaction tests will be conducted in accordance with ASTM D 6938 (nuclear test method). Relative compaction will be determined by performing laboratory maximum density and optimum moisture tests in accordance with ASTM D 1557 and comparing it with the field compaction test.

The total cost of these services is dependent upon a number of factors, many of which are beyond our control. Among the cost determining factors are:

- The number of working days required by the contractor to complete each element of work.
- The number of different soil types to be utilized during site grading.
- The amount of difficulty encountered by the grading contractor in obtaining the specified compaction of materials.
- Weather and subsurface conditions encountered during grading operations.
- The amount of time our inspection services will be required each day of operation.



FEES

Earth Systems would provide our construction inspection and testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide Construction Inspection and Testing Services is **\$8,913.00**. Our “Anticipated Scope of Services & Cost Estimate” worksheet is attached for your information and review.

Our actual fee will be based upon a Time and Materials basis per fee schedule in effect at the time of services. Standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Prevailing Wage field time will be subject to a four-hour minimum charge. Hourly fees for fieldwork and travel time will be charged on a portal-to-portal basis from our office in Salinas.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	06/07/2018	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015



Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your earliest convenience. If you find the proposed scope of work and fees satisfactory, it is our understanding that you will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems Pacific for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Ajay Singh, GE 3057
Principal Engineer

Michelle Garcia, CEG
Senior Engineering Geologist

Attachments: Anticipated Scope of Services & Cost Estimate
 Prevailing Wage & Accounts Payable Information Request
 January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Lincoln Cunningham Park - Basketball Court Improvements

Date: 5/12/2023

Proposal No.: SAL-23-05-007

Client: Wallace Group

Construction Inspection and Testing Services

(This **will be** a "Prevailing Wage" Project)

Prevailing Wage Hourly Rate-Special Inspector	\$150.00
Prevailing Wage Hourly Rate-Technician	\$145.00
Hourly Rate - Technician	\$110.00
Nuclear Density (per hour)	\$15.00
Mileage charge (per mile)	\$0.95

Grading Observation and Testing	Personnel	Number of Trips	Hours/Units	Total	Rate	Unit	Fee
Site Visits - Preconstruction Meeting	<i>Senior Professional</i>	1	2	2	\$200.00	hr.	\$400.00
Observation/Testing - Demolition Depressions/Footings	<i>Technician, PW</i>	1	4	4	\$145.00	hr.	\$580.00
Utility Line Backfill - SD Line	<i>Technician, PW</i>	2	4	8	\$145.00	hr.	\$1,160.00
Compaction Testing - Basketball Court/Pathway SG/BG	<i>Technician, PW</i>	2	4	8	\$145.00	hr.	\$1,160.00
Asphalt Concrete Testing (Basketball Court)	<i>Technician, PW</i>	1	6	6	\$145.00	hr.	\$870.00
Pier Foundation Excavation Observation	<i>Staff Professional</i>	1	2	2	\$150.00	hr.	\$300.00
Nuclear Gauge	(Equipment)		26	26	\$15.00	hr.	\$390.00
Soil Sample Pickup	<i>Technician</i>	1	2	2	\$110.00	hr.	\$220.00
Mileage		9	360	360	\$0.95	mi.	\$342.00
Subtotal GTO							\$5,422.00

Special Inspection	Personnel	Number of Trips	Hours or Units	Total time	Rate	unit	Fee
Reinforcing Steel Inspection & Concrete Sampling (Piers)	<i>Special Inspector, PW</i>	1	4	4	\$150.00	hr.	\$600.00
Concrete Samples Pickup	<i>Technician</i>	1	2	2	\$110.00	hr.	\$220.00
Mileage Charges (Inspection Travel)		2	80	80	\$0.95	mi.	\$76.00
Subtotal Special Inspections							\$896.00

Laboratory Testing	Hours/Units	Total	Rate	Unit	Fee
Laboratory Maximum Density Curve (4")	1	1	\$300.00	ea.	\$300.00
Laboratory Maximum Density Curve (6")	1	1	\$340.00	ea.	\$340.00
Asphalt Concrete - Compaction of Lab Samples, CA Kneading Compactor	1	1	\$400.00	ea.	\$400.00
Subtotal					\$1,040.00

Reports and Project Management	Personnel	Number of Trips	Hours/Units	Total	Rate	Unit	Fee
Project Management and Supervision	<i>Senior Professional</i>		4	4	\$200.00	hr.	\$800.00
Engineering Review and Consultation	<i>Principal Professional</i>		1	1	\$250.00	hr.	\$250.00
Final Report			1	1	\$500.00	ea.	\$500.00
Subtotal							\$1,550.00

Estimated Total: **\$8,908.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	City of Seaside – Lincoln Cunningham Park Basketball Improvements
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	May 12, 2023



FEE SCHEDULE

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional.....	\$180.00
Staff Professional	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$100.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2023.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$125.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$650.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional	\$225.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum	\$315.00
Expansion Index Test	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$300.00
Maximum Density and Optimum Moisture: 6" Mold	\$340.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$325.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$375.00
Hydro Collapse Potential	\$165.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 wash only	\$150.00
Sieve Analysis with wash	\$135.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, undisturbed	\$205.00
Swell Test, remolded	\$230.00
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$150.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$200.00
Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$170.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$450.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$285.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$45.00*
Compression Test of Cored Samples, cored at laboratory	\$120.00
Compression Test of cores delivered by others	\$100.00
Compression Test of Lightweight Concrete	\$50.00*
Density of Concrete Cylinders	\$80.00
Density of Hardened Concrete	\$105.00
Flexural Strength, Simple Beam with Third Point Loading	\$180.00
Grading of Shotcrete Cores	\$190.00
Sample Storage, monthly per sample	\$45.00
Shrinkage, set of 3	\$400.00
Unit Weight of Lightweight Concrete	\$130.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam	\$65.00

MASONRY

Absorption of Block, set of 3	\$165.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$60.00*
Compression Test on Block, set of 3	\$165.00
Compression Test on Grouted Prisms, includes cutting	\$165.00*
Compression Test on Masonry Cores	\$85.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$245.00
Moisture Content of Block as received, set of 3	\$105.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$170.00
Enviro. Recycling Fee, per masonry prism	\$3.00
Enviro. Recycling Fee, per mortar or grout sample	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$400.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$850.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3	\$240.00
Stabilometer, Hveem S-Value, set of 3.....	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrimeter (per set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$25.00/hr
Non-Destructive Testing Equipment	\$45.00/hr
Manometer	\$155.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$260.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$80.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$25.00/ea.
Soil Sampling Containers (glass)	\$10.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$200.00/day
Torque Wrench	\$80.00/day
Water Level Indicator	\$55.00/day
Windsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	\$100.00
DSA Box Posting, ea	\$100.00
DSA Lab Compliance, per week	\$100.00
Vehicle Mileage Charge	\$0.95

EXHIBIT B

Wallace Group Team Resource Estimate for the Lincoln Cunningham BB COURT IMPROVEMENTS

PHASE/TASK	TASK DESCRIPTION	DIRECTOR HRS	ASSISTANT RESIDENT ENGINEER II HRS	SENIOR CONSTRUCTION INSPECTOR* HRS	EARTH SYSTEMS HRS	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$195	\$165	\$180					
1	Pre-Construction	2	30			\$44	32	\$5,340	\$5,384
2	Construction	5	65	195		\$1,422	265	\$46,800	\$48,222
3	Post-Construction	4	30				34	\$5,730	\$5,730
4	Geotech Support				53		53	\$8,909	\$8,909
	SUB-TOTALS	11	125	195	53	\$1,466	384		
	WALLACE GROUP LABOR COSTS	\$2,145	\$20,625	\$35,100					\$57,870
	WALLACE GROUP DIRECT COSTS								\$1,466
	SUBCONSULTANT DIRECT COSTS				\$8,909				\$8,909
	DIRECT COSTS OVERHEAD @							15%	\$1,556
	TOTAL								\$69,801

Task Budgets may fluctuate within Overall Budget



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

Exhibit B
Standard Billing Rates



Construction Management / Field Inspection Services:	Prevailing Wage*
Construction Inspector I - II.....	\$135/\$150 \$165/\$172
Senior Construction Inspector.....	\$155 \$180
Construction Office Tech I-III.....	\$110/\$120/\$130
Assistant Resident Engineer I - II.....	\$160/\$165
Resident Engineer I - III	\$170/\$175/\$180
Senior Resident Engineer	\$190
Director	\$195
Principal Construction Manager	\$225
Principal	\$260

Support Services:

Office Assistant.....	\$100
Project Assistant I - III.....	\$110/\$115/\$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary / noncontributing. Except for Professional Liability and Workers Compensation, Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

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

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

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

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

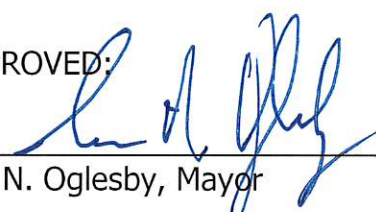
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

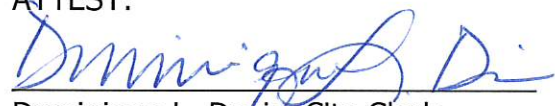
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



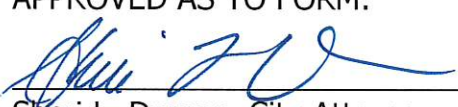
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE LOCAL REUSE AUTHORITY (LRA) TO EXECUTE A QUIT CLAIM DEED TO TRANSFER PARCEL E29A.1 TO THE CITY OF DEL REY OAKS (CEQA CATEGORICALLY EXEMPT SECTION 15312)

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Quit Claim Deed for Parcel E29a.1 to the City of Del Rey Oaks City Council (acting as the Local Reuse Authority (LRA) and successor to the Fort Ord Reuse Authority).

BACKGROUND

After the dissolution of the Fort Ord Reuse Authority (FORA), Seaside discovered that it had no record of the transfer of Parcel E29a.1 from FORA to the City of Del Rey Oaks. The City of Seaside is recognized as the LRA and the Successor-in-Interest to FORA. Parcel E29a.1 is currently held in title by FORA and the City as the successor LRA. Seaside, as successor to FORA will quitclaim the property to the City of Del Rey Oaks.

Recording the Quit Claim Deed will complete the transfer process to the City of Del Rey Oaks. The Quit Claim deed has been reviewed by Seaside and Del Rey Oaks attorneys and is ready for signature.

The transfer of Parcel E29a.1 from Seaside to the City of Del Rey Oaks is not a project under California Environmental Quality Act Guidelines section 15378(B)(5) because it is an administrative action that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

FISCAL IMPACT

The actual cost to Seaside of these obligations will be reimbursed with funds received from FORA when Seaside was recognized as the FORA Successor-in-interest and successor LRA.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, ACTING AS THE FEDERALLY RECOGNIZED LOCAL REDEVELOPMENT AUTHORITY AND SUCCESSOR TO THE FORT ORD REUSE AUTHORITY AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO TRANSFER PARCEL E29A.1 THE CITY OF DEL REY OAKS

WHEREAS, In 1994, the Fort Ord Reuse Authority (FORA), a regional governmental entity, was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Sections 67650 et seq.) to plan, facilitate and manage the transfer of property of the former Fort Ord from the United States Army to the governing local jurisdictions or their designee(s); and

WHEREAS, the Office of Economic Adjustment on behalf of the Secretary of Defense of the United States of America recognized FORA as the Local Redevelopment Authority ("LRA") for property transfers from the Army; and

WHEREAS, On or about June 23, 2000, FORA and the Army entered into an Economic Development Conveyance Memorandum of Agreement ("EDC MOA"), whereby FORA acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, drainage areas, and other real property interests as defined (Document No. 2000040124, recorded on June 23, 2000 in the Office of the Monterey County Recorder); and

WHEREAS, the EDC MOA, among other things, enumerated the property to be transferred with reference to Army parcel numbers and identified the local jurisdictions to which each of the referenced parcels were to be transferred; and

WHEREAS, the EDC MOA identified Parcel E29a.1, described as "Habitat Reserve Area," as a parcel to be transferred to the City of Del Rey Oaks; and

WHEREAS, FORA and the City of Del Rey Oaks entered into an Implementation Agreement, dated May 31, 2001, setting forth terms and conditions for transfer of certain identified properties to Del Rey Oaks, including identifying Parcel No. E29a.1 as a parcel to be transferred to the Del Rey Oaks (as Document No. 2001088379 in the Office of the Monterey County Recorder); and

WHEREAS, Parcel No. E29a.1 consists of a 4.628 acre area, located west of General Jim Moore Boulevard within the Del Rey Oaks jurisdictional limits, as more fully described and shown in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, FORA dissolved by operation of law on June 30, 2020 pursuant to California Government Code section 67700; and

WHEREAS, on or about February 21, 2020, in anticipation of the dissolution of FORA, FORA and Seaside entered into an agreement in which FORA nominated the City of Seaside as the LRA to succeed FORA, and Seaside agreed to assume the LRA designation and the remaining responsibilities under the EDC after FORA dissolution (Exhibit B); and

WHEREAS, on or about April 30, 2020, the United States Department of Defense accepted the City of Seaside as the successor LRA to FORA, effective July 1, 2020, for the purpose of implementing the EDC at the former Fort Ord (Exhibit C); and

WHEREAS, after the dissolution of FORA, Seaside discovered that it had no record of transfer of Parcel E29a.1 from FORA to the Del Rey Oaks; and

WHEREAS, Seaside and Del Rey Oaks confirmed through research that the Army had transferred the parcel to FORA as part of a quitclaim deed (Document No. 2009043259 recorded on July 10, 2009 in the in the Office of the Monterey County Recorder), but FORA had not transferred Parcel E29a.1 to the Del Rey Oaks or to any other jurisdiction; and

WHEREAS, the parties recognize that Seaside as LRA and successor to FORA has the authority and responsibility to transfer Parcel E29a.1 to Del Rey Oaks; and

WHEREAS, the transfer of Parcel E29a.1 from the Fort Ord Reuse Authority through Seaside as successor LRA to Del Rey Oaks is not a project under California Environmental Quality Act Guidelines section 15378(b)(5) because it is an administrative action that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council acting in its capacity as successor to the Fort Ord Reuse Authority and as the Federally appointed Local Reuse Authority for the former Fort Ord, hereby authorizes the City Manager to executed such documents effectuating the transfer of Parcel E29a.1 from the Fort Ord Reuse Authority to the City of Del Rey Oaks, including related Quit Claim Deed for Blanco Road (Parcel E29a.1), in substantially the form as attached hereto, and as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 1st day of June 2023, by the following vote:0

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Exhibit A

EDC Parcel E29a.1
FOST 10
Fort Ord Military Reservation
City of Del Rey Oaks
Monterey County, California

Legal Description

SITUATE in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, and being a portion of Parcel 1 as it is shown on that certain map recorded in Volume 23 of Surveys at Page 103, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at a point on the northerly boundary of South Boundary Road shown as Parcel 18 on that certain map recorded in Volume 20 of Surveys at Page 110, being also "Point B" in the legal description of EDC parcel E29a, said parcel being shown as Parcel A on that certain map recorded in Volume 28 of Surveys at Page 40; thence from said Point of Beginning along said northerly boundary

1. North 50° 41' 04" West for a distance of 511.18 feet to the beginning of a tangent curve; thence
2. Along a curve to the right, through a central angle of 73° 55' 59", having a radius of 150.00 feet, for an arc length of 193.56 feet, and whose long chord bears North 13° 43' 04" West for a distance of 180.40 feet to a point of intersection with a tangent line being also a point on the easterly boundary of General Jim Moore Boulevard as shown on said map; thence along said easterly boundary
3. North 23° 14' 55" East for a distance of 271.56 feet to an angle point in the boundary of said Parcel A; thence leaving said easterly boundary and following the boundary of said Parcel A
4. North 84° 50' 03" East for a distance of 36.80 feet; thence
5. South 14° 52' 39" East for a distance of 90.78 feet; thence
6. South 45° 00' 00" East for a distance of 565.69 feet; thence
7. South 26° 00' 01" West for a distance of 293.98 feet to the POINT OF BEGINNING.

Containing an area of 4.628 acres, more or less.

This legal description was prepared by



Lynn A. Kovach L.S. 5321
My license expires December 31, 2009

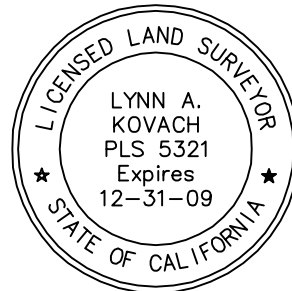


Exhibit A

EDC Parcel E29a.1
City of Del Rey Oaks
Fort Ord FOST 10
Being a Portion of
Parcel 1 as shown on Vol. 23 of Surveys at Page 103
Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California

Note: Course Numbers Refer to the
Legal Description.

"ORDINANCE REMOVAL
LIMITS"
27 SURVEYS 14

EDC PARCEL E29a

PARCEL 1
23 SURVEYS 103

PARCEL A
28 SURVEYS 40

POB

EDC PARCEL L6.1

General Jim Moore Boulevard

PARCEL 18

E29a.1
4.628 acres

20 SURVEYS 110

South Boundary Road



Not to Scale

Execution Version

**FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE
ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND
LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT
CONVEYANCE AGREEMENT (EDC AGREEMENT)
SUCCESSOR IMPLEMENTING AGREEMENT**

RECITALS.

WHEREAS, the Fort Ord Reuse Authority ("FORA") is a regional agency and a Corporation of the State of California established under California State Law Government Code Sections 67650, et seq., to plan, facilitate and manage the transfer of former Fort Ord property and is acknowledged as the federally recognized local reuse authority for property transfers from the Army, to the governing local jurisdictions or their designees.

WHEREAS, the City of Seaside, California ("Seaside"), is a general law Municipal Corporation of the State of California.

WHEREAS, FORA and Seaside are each a "Party", and together the "Parties" to this Agreement.

WHEREAS, Fort Ord, California was placed on the National Priorities List (Superfund) in 1990 due to leaking underground storage tanks, contaminated groundwater and a 150-acre landfill.

WHEREAS, in 1990, the Army executed a Federal Facility Agreement ("FFA") under CERCLA Section 120 outlining the Army's Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") clean up responsibilities with respect to the former Fort Ord. The Army remains responsible for certain actions under that FFA. The FFA was amended on or about July 26, 2007, the effect of which suspends the FFA for FORA's ESCA obligations so long as FORA or its successors are in compliance with the AOC.

WHEREAS, the former Fort Ord was closed on September 30, 1994 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; hereinafter referred to as the "Base Closure Act").

WHEREAS, in accordance with Section 2905(b)(4) of the Base Closure Act, as amended by Section 2821 of the Defense Authorization Act for Fiscal Year 2000, Pub. L. No. 106-65 (1999), and the implementing regulations of the Department of Defense (32 CFR Parts 90 and 91), FORA executed an economic development conveyance agreement and acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, and drainage areas upon and subject to the terms and conditions of a June 23, 2000 Memorandum of Agreement with the United States of America ("EDC Agreement").

Execution Version

1 **WHEREAS**, the EDC Agreement provided for transfers of property in accordance
2 with the Army's clean-up schedule. Subsequent to the EDC Agreement execution, FORA
3 and the local communities decided to pursue an early transfer process pursuant to Title 42
4 United States Code, section 9620(h)(3)(C) in order to expedite the property transfers and
5 ultimate reuse and economic recovery for the communities affected by the Fort Ord
6 closure.

7
8 **WHEREAS**, in furtherance of the early transfer process, the Army, with the
9 approval of the EPA Administrator and the concurrence of the Governor of California,
10 transferred title of 3,337 acres of munitions impacted Fort Ord property by quitclaim deed
11 to FORA before all action to protect human health and the environment had been
12 completed. Concurrent with this transfer without the otherwise required CERCLA
13 covenant mandated by Title 42 United States Code, section 9620 (h)(3), FORA accepted
14 title and agreed to perform the Army's environmental remediation with funding from the
15 Army. Excluded from FORA's performance obligation are matters related to the
16 groundwater at the former Fort Ord, as well as other Army responsibilities enumerated in
17 the ESCA and elsewhere.

18
19 **WHEREAS**, in 2007 an "*Administrative Order on Consent ("AOC")*" [Docket No. R9-
20 2007-003] [was] *entered into voluntarily by the United States Environmental Protection*
21 *Agency ("EPA"), the California Department of Toxic Substances Control ("DTSC"), and*
22 *the Fort Ord Reuse Authority. The AOC concerns the preparation and performance of*
23 *potential removal actions, one or more remedial investigations and feasibility studies*
24 *("RI/FS") and one or more remedial designs and remedial actions ("RD/RA") for*
25 *contaminants present on portions of the former Fort Ord located at Monterey, California*
26 *("Site") and the reimbursement for future response costs incurred by EPA and DTSC in*
27 *connection with such CERCLA response actions."*

28
29 **WHEREAS**, in 2007 the Army executed an amendment to the Federal Facilities
30 Agreement.

31
32 **WHEREAS**, in 2007 the Army and FORA executed an Environmental Services
33 Cooperative Agreement W9128F 07 2-0162 ("ESCA") under the authority of Title 10 United
34 States Code, Section 2701(d) - Environmental Restoration Program (10 U.S.C. 2701)
35 whereby FORA would perform the Army's environmental responsibilities as the Army
36 Response Action Contractor pursuant to Title 42 United States Code, section 9619, with
37 the Army providing funding to perform these services.

38
39 **WHEREAS**, the ESCA has been amended several times, the ESCA Mod 9
40 amendment in 2017 which provided approximately \$6.8 million for Regulatory Oversight
41 Through 31 December 2019, FORA ESCA Administrative costs during the EPA/DTSC
42 remedial-completion documentation, property transfer process through 30 June 2020 and
43 to perform the required long-term land management tasks, including Munitions and
44 Explosives of Concern ("MEC") Find Assessments, inspections, enforcement, monitoring
45 and reporting through June 30, 2028.

Exhibit B

Execution Version

1

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 02 – Department of Toxic Substance Control (DTSC) and United States EPA Technical Oversight Services	31 Dec. 2019	\$745,913
	CLIN 03 – FORA ESCA Administrative Funds	30 June 2020	\$1,865,848
	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	\$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		Totals	\$6,846,204

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WHEREAS, due to changes and delays in the transfer of properties, modifications were made to the ESCA grant leaving post-June 30, 2020 funds available are ESCA CLIN 0004 Post Closure MEC Find Assessments \$528,651 and ESCA CLIN 0005 for Long-Term Management and Land Use Control (LUC) management are \$3,705,792 (Totaling \$4,234,443 available from June 30, 2020 through June 30, 2028):

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	\$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		Totals	\$4,234,443

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WHEREAS, in 2018 FORA adopted a Transition Plan as required by State Law that specifies that FORA engage the Successor-in-Interest ("Successor") provisions of the ESCA contract.

WHEREAS, the Successor assumes responsibility and will be tasked with performing the remaining LTOs under the ESCA, including the recent amendment. It is assumed that all work under the previous \$98,000,000 contract will have been accomplished prior to FORA's dissolution as evidenced by the 2019 EPA Remedial Action Completion letters, per AOC Section XVII, Certification of Completion, housed in the Army Administrative Record located at: <http://fortordcleanup.com/documents/administrative-record/>.

WHEREAS, the City of Seaside is prepared, subject to funding, to assume ESCA responsibility and attendant local reuse authority status, including the execution of the AOC in order to complete the ESCA obligations and any property-related transfer actions required after June 30, 2020.

Execution Version

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by reference.

2. Acknowledgement. FORA agrees to acknowledge Seaside as the ESCA Successor-In-Interest under the 2018 Transition Plan, and nominate Seaside to the Department of Defense as the LRA Successor.

3. Insurance Policies. FORA will request the transfer of its two pollution legal liability insurance policies and limits to Seaside. FORA shall also transfer any self-insured retention funds to Seaside to be used exclusively for ESCA and claims-related obligations. Seaside acknowledges that these insurance policies will expire in 2022 and 2024, respectively, and that Seaside's designation will be subject to approval by the insurers. Seaside's successful designation through December 31, 2024 is a condition precedent to becoming FORA's ESCA successor. Pollution legal liability insurance will be required by the ESCA from 1 January 2025 through no earlier than 30 June 2028, a requirement to be funded by the Army.

4. ESCA LTO Program Evidence of Fiduciary and Technical Capability. FORA agrees to provide technical and/or financial assistance to Seaside to meet the terms required by the Army, EPA, and DTSC that the Successor be a single entity and demonstrate technical and financial competence to complete the work.

5. ESCA records and contracts funds. FORA and Seaside shall establish a mechanism for transfer of all ESCA records, back-up documents, computer files and accounting records, and contract funds to Seaside for meeting FORA's ESCA obligations.

6. Technical Assistance. FORA agrees to request the Army extend the funding expiration date on any remaining ESCA funds (not dedicated to Post-Closure MEC Find Assessments and Long Term/LUCs Management) for Seaside to provide technical assistance and funding to complete the ESCA transfer process through June 30, 2020, including specialized legal, drafting and other staff or contract support. FORA agrees to establish and fund a pool of monies to support Seaside's assumption of responsibilities and obligations of the EDC Agreement.

7. Obligations. FORA agrees to nominate and Seaside agrees to assume the Federal local redevelopment authority "LRA" designation and the remaining reporting, monitoring, and stewardship or other identified responsibilities associated with (i) the FORA-Army 2007 ESCA, as FORA's Successor through the end of the ESCA Contract June 30, 2028 in order to complete property transfers and the ESCA to the extent that ESCA performance does not obligate or put at risk Seaside's municipal non-ESCA funds, and (ii) the EDC Agreement, as FORA's successor. Exhaustion or unavailability of ESCA funds with which to compensate Seaside for the performance of ESCA obligations will constitute a force majeure under the ESCA and the AOC, thereby relieving Seaside of its responsibility to perform FORA's surviving ESCA obligations.

Execution Version

1 8. ESCA LTO Program Evidence of Fiduciary and Technical Capability. Seaside
2 agrees to provide evidence of its fiduciary and technical capability to comply with the
3 terms of the ESCA and manage the contract financial assets with associated invoicing
4 and reporting responsibilities, to assure the Army, EPA and DTSC of continued ESCA
5 fiduciary capability.

6
7 Seaside agrees to assume FORA's ESCA Long Term Obligations Management
8 Program, as approved by the US Army, EPA and DTSC, and:

- 9
10 i. Personnel. Hire (2) full-time qualified staff to manage ESCA as required under
11 the contract provisions as currently amended through 2028, but with allowances
12 for indirect administrative overhead to assure the Army, EPA and DTSC of
13 continued ESCA technical capacity.
14
15 ii. ESCA Long-Term Obligation Support Services Contract. Enter into Support
16 Services Contracts through 2028 with specialists Arcadis, Weston Solutions,
17 Inc. and Westcliffe Engineers, Inc. (or other qualified vendors), including
18 allowances for indirect administrative overhead to assure the Army, EPA and
19 DTSC of continued ESCA technical capacity.
20
21 iii. Representation. Contract with Counsel reasonably qualified on environmental
22 issues with experience in working with state and federal entities (Army, EPA
23 and DTSC) for review and compliance as noted in the ESCA and the AOC.
24
25 iv. No Obligation of Other Entities. Monterey Peninsula Community College
26 District, the Board of Trustees of the California State University (on behalf of the
27 Monterey Bay campus), the County of Monterey, the Cities of Del Rey Oaks,
28 Marina and Monterey, the Marina Coast Water District (hereinafter collectively
29 "Grantees"), will not be a party to the ESCA, and will not bear any financial
30 liability as a result of the ESCA.
31

32 9. Coordination with other Entities. Seaside agrees to enter into agreements with
33 the Grantees for the property transfers and other necessary property-related rights to
34 effectuate the reuse and the oversight, reporting, response, and other long-term
35 stewardship obligations listed in and consistent with (a) the ESCA through 2028 on behalf
36 of the Army, and (b) the EDC Agreement.

- 37
38 i. Water Rights Allocations. Until such time as such allocations may be amended
39 by agreements, Seaside agrees to honor and abide by the water rights'
40 allocations set forth in Exhibit A attached hereto, for Government Water Rights
41 as defined in Subsection 5.02 of the EDC Agreement, that may be released by
42 the Government in the future, subject to compliance with all applicable laws.
43
44 ii. Wastewater Discharge Rights. Until such time as such allocations may be
45 amended by future agreements, Seaside agrees to establish and apply, in
46 consultation with Grantees, pursuant to Section 5.04 of the EDC Agreement, a
47 fair process to ensure that all Grantees will enjoy equitable utilization of

Execution Version

1 Wastewater Discharge Rights that may be released by the Government in the
2 future, subject to compliance with all applicable laws.

3
4 iii. Creates No Land-Use Authority. Nothing in this Agreement, nor Seaside's
5 designation as the local redevelopment authority or as FORA's successor under
6 the ESCA or EDC Agreement creates in Seaside any land-use decision-making
7 authority with respect to any land not within Seaside's City limits. Further,
8 Seaside shall not require that any land-use decisions of other entities be in
9 compliance with the Fort Ord Base Reuse Plan.

10
11 iv. Seaside shall not require payment of any sale or lease proceeds or revenues
12 (or the equivalent use of property such as licenses, permits, concession
13 agreements etc.), from other entities for the transfer of property, water rights, or
14 wastewater discharge rights received from the Army pursuant to the EDC
15 Agreement.

16
17 10. ESCA Amendment. The parties agree to work cooperatively to successfully
18 receive Army, EPA and DTSC concurrence that Seaside is the formal ESCA Successor
19 and execute the ESCA upon review and approval of terms and conditions. Seaside
20 agrees to execute an ESCA Agreement and to comply to comply with the U.S. Army
21 Corps of Engineers ("USACE") oversight and grant management requirements for funding
22 to Seaside under the ESCA terms, provided however, that the Successor activities are
23 fully funded, including without limitation provision for PLL insurance coverage, funding
24 shall be provided from January 1, 2024 through June 30, 2028 or the completion of the
25 ESCA obligations. Seaside will not pay for Regulatory Oversight unless it is a
26 reimbursement funded by the Army through the end of the ESCA obligations.

27
28 11. Administrative Order on Consent. The parties agree to work cooperatively
29 to successfully receive EPA and DTSC approval that Seaside is the formal Successor to
30 execute an AOC upon review of terms and conditions.

31
32 12. Amendment. This Agreement or any provision hereof may be changed,
33 waived, or terminated only by a statement in writing signed by the Party against which
34 such change, waiver or termination is sought to be enforced.

35
36 13. No Waiver. No delay in enforcing or failing to enforce any right under this
37 Agreement will constitute a waiver of such right. No waiver of any default under this
38 Agreement will operate as a waiver of any other default or of the same default on a future
39 occasion.

40
41 14. Partial Invalidity. If any one or more of the terms, provisions, covenants or
42 conditions of this Agreement are to any extent declared invalid, unenforceable, void or
43 voidable for any reason whatsoever by a court of competent jurisdiction, the finding or
44 order or decree of which becomes final, the Parties agree to amend the terms in a
45 reasonable manner to achieve the intention of the Parties without invalidity. If the terms
46 cannot be amended, the invalidity of one or several terms will not affect the validity of the
47 Agreement as a whole, unless the invalid terms are of such essential importance to this

Exhibit B

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Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

15. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

16. Choice of Law. This Agreement will be construed in accordance with the laws of the State of California.

17. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

18. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

19. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to all other Parties in compliance with this section):

City of Seaside
Attn: City Manager
440 Harcourt Avenue
Seaside, CA 93955

Fort Ord Reuse Authority
Attn: Executive Officer
920 2nd Avenue, Suite A
Marina, CA 93933

w/ an email copy to cityattorney@ci.seaside.ca.us

20. Term of Agreement: This Agreement shall be effective on the Effective Date specified at the beginning of the Agreement and shall remain in effect unless and until terminated by mutual agreement of the Parties or upon the legal dissolution of the Fort Ord Reuse Authority, provided, however, that this Agreement shall survive as to the Grantees who are third party beneficiaries of this Agreement as set forth in paragraph 22, for so long as Seaside remains the successor LRA.

21. Authorization. Each party affirms that it is fully authorized to enter into this Agreement. The Seaside City Manager is designated on behalf of Seaside, subject to

Execution Version

review and approval of documents by the Seaside City Attorney, to enter into the terms and conditions of this Agreement, the AOC and the ESCA and sign related ESCA and AOC reporting and financial documents.

22. Third-Party Rights. The Grantees are intended to be third-party beneficiaries of this Agreement as it relates to future transfers of property, water rights, and wastewater discharge rights pursuant to the EDC Agreement, and shall have the right to enforce the provisions hereof as if they were direct parties hereto. Nothing in this Agreement is intended to confer upon any individual or entity, other than the Parties and the above-identified third-party beneficiaries, any rights or remedies whatsoever.

IN WITNESS WHEREOF, each Party has executed the Agreement with the approval of its governing body as of the date first written above.

CITY OF SEASIDE:

Craig Malin
City ManagerDate: 2/21/20

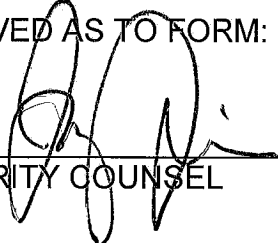
APPROVED AS TO FORM:



CITY ATTORNEY**FORT ORD REUSE AUTHORITY:**

Joshua Metz Executive OfficerDate: 2/21/20

APPROVED AS TO FORM:



AUTHORITY COUNSEL

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EXHIBIT A

Current Water Allocations & Percentage-based Allocations of Future Army Water*

	Current Water Allocations in Acre Feet	Allocation of Future Army Water Based on Percentage of Current Water Allocation
City of Marina	1340	29%
City of Monterey	65	1%
City of Seaside	1012.5	22%
County of Monterey	720	15%
CSUMB	1035	22%
City of Del Rey Oaks	242.5	5%
CA State Parks	44.5	1%
UCMBEST	230	5%

*In the unlikely event of availability of additional water from the US Army it would be distributed following the percentage-based allocation provided above. These allocations reflect previously agreed upon water distribution as per FORA Board Resolution No. 07-1 (potable water), and are consistent with the Marina Coast Water District Urban Water Management Plan (2105). They also incorporate the Memorandum of Understanding between the County of Monterey, the City of Seaside, and the FORA allocating 10 acre-feet (af) to the Central Coast Veterans Cemetery (2009), and includes the transference of 15 af to the City of Marina for Veterans Transition Center housing (effective Nov 20, 2017).



ACQUISITION
AND SUSTAINMENT

Exhibit C
OFFICE OF THE UNDER SECRETARY OF DEFENSE
3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

Mr. Joshua Metz
Executive Officer
Fort Ord Redevelopment Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Metz and Mr. Malin:

On behalf of the Secretary of Defense and pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, this letter serves as recognition of the City of Seaside as the successor Local Redevelopment Authority with an effective date of July 1, 2020, for the purposes of implementing the Economic Development Conveyance Agreement with the U.S. Army at the former Fort Ord.

Questions pertaining to this recognition or requests for assistance to guide your implementation activity may be directed to Ms. Liz Chimienti, Office of Economic Adjustment Project Manager, at (703) 901-7644.

Sincerely,

O'BRIEN.PATRICK
K.J.1231200319

Digitally signed by
O'BRIEN.PATRICK.J.123120031
9
Date: 2020.04.30 17:42:28 -04'00'

Patrick J. O'Brien
Director
Office of Economic Adjustment

cc:
DASA(IH&P)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Dave Fortune, Maintenance and Utilities Superintendent

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION APPROPRIATING AND ENCUMBERING \$86,600.00 FROM THE POMA FUND BALANCE FOR THE PURCHASE OF TWO (2) PICKUP TRUCKS FROM THE FORD STORE MONTEREY FOR USE ON THE PRESIDIO OF MONTEREY ANNEX

RECOMMENDATION

Adopt a resolution to appropriate and encumber \$86,600.00 from the POMA Fund Balance for the purchase of a two (2) new pick-up trucks for use within the Maintenance and Utilities Division specifically for the Presidio of Monterey Annex (POMA) federal contract and to be reimbursed by the Intergovernmental Services Agreement (IGSA) Contract.

BACKGROUND

Three years ago, the department went away from hourly rates on the vehicles to a flat rate for the vehicle charges to the Army since new trucks are low cost and the flat rate could include a component of depreciation. The replacement rate is based upon the number of work orders and a replacement date of three years. The IGSA Contract has never determined how new or old trucks are to perform maintenance services. Because the Army is not billed for the purchase of vehicles, there are no governing IGSA rules of how Seaside manages its fleet. The money in the POMA fund belongs to the City of Seaside. We have the financial autonomy to handle the fund balance within our City financial policy rules.

The City tried to solicit bids locally, but there was no inventory to fill our order. We received two proposals to purchase the two pickups and the lowest bidder was from The Ford Store Morgan Hill. The price shown is a government Fleet incentive from the

Ford Motor Company and also includes delivery to the city, all applicable fees and taxes.

The current pickups being used by the POMA crew will be purchased by two other divisions in the Maintenance and Utilities Division at the depreciated value of \$21,000.00 each. One pickup will be purchased from account 100 8420 Parks and the other from account 100 8310 Govt Buildings. The \$42,000.00 purchase price from the department's budget will pay the first part of the purchase price for the new pickups and the POMA Fund Balance will pay the remaining balance of \$86,600.00 for a total of \$128,600.00.

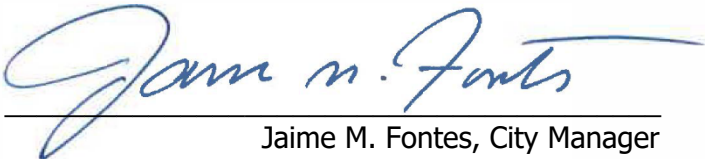
FISCAL IMPACT

It is recommended that the City Council adopt a resolution appropriating and encumbering \$86,600.00 from the POMA Fund Balance for the purchase of two new pickup trucks and authorize the City Manager to execute a purchase agreement with The Ford Store Morgan Hill for an amount not to exceed \$128,600.00 for the vehicles and direct the Finance Department to incorporate these changes in the fiscal year 2022/2023 Budget.

ATTACHMENTS

1. Resolution
2. CITY OF SEASIDE Quote F250 SB #410848W
3. CITY OF SEASIDE Quote F250 SB #410859W
4. Sourcewell Quote ID 24096 City of Seaside

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

**APPROPRIATING AND ENCUMBERING \$86,600.00 FROM THE POMA FUND
BALANCE FOR THE PURCHASE OF TWO XL SERIES FORD 250 PICK UP
TRUCKS FROM THE FORD STORE MORGAN HILL FOR USE ON THE PRESIDIO
OF MONTEREY ANNEX**

WHEREAS, the City is in need of new maintenance vehicles to support the Intergovernmental Service Agreement (IGSA) with the Federal Government more commonly referred to as the Presidio of Monterey Annex (POMA) contract; and

WHEREAS, equipment rental rates charged to the Federal Government have created vehicle replacement funds in the Fund Balance that are intended for replacement vehicles and will be used for the proposed purchase of the trucks.

WHEREAS, the City received a proposal from The Ford Store Morgan Hill, with a Government Fleet Incentive from the Ford Motor Company, to purchase two new pickup trucks; and

WHEREAS, the surplus pickups will be purchased by the Maintenance and Utilities Division at the depreciated value to be used to serve the residents of this community; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside hereby appropriates and encumbers \$86,600.00 from the POMA Fund Balance and authorizes the City Manager to execute an agreement with The Ford Store Morgan Hill for the purchase of the two XL Series Ford 250s for an amount not to exceed \$128,600.00, and directs the Finance Department to appropriate \$86,600.00 from Account 113-3604, and allocate the same amount to Account 113-8730-8187 and incorporate these changes into the fiscal year 2022/2023 budget.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 1st day of June, 2023 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



The Ford Store Morgan Hill

CITY OF SEASIDE
2022 FORD F-250SD XL
VIN: 1FDBF2A67NEF36200
STOCK #: 410848W -- MILES: 153
SALESPERSON: MARK WEXLER
05/22/2023 4:37 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 9.25% Tax

CASH PURCHASE

Market Value	62,695.00
Discount Savings	- 4,000.00
Vehicle (after Savings)	58,695.00
Taxes / Fees	5,563.90
Due On Delivery	64,258.90

PURCHASE DETAILS		TAXES AND FEES	
Market Value	62,695.00	Document Prep Fee	85.00
Discount Savings	- 4,000.00	Other Fee	33.00
Net Vehicle Price	58,695.00	Tire/Battery/VTR	8.75
		Sales/Use Tax	5,437.15
		TOTAL	64,258.90

This is a Ford F250 Regular Cab 4x2 with 6.2L Gas engine and a Scelzi Service Body.

Ford Protect EXTRA CARE is an extended service plan is recommended. Plans can be purchased with varying length of time and mileage terms.

A government Fleet incentive from Ford Motor Company has been used to reduce the cost of the truck. This quote assumes you are EXEMPT and do not need to pay CA DMV Title/Reg fees.

The sales tax rate has been estimated at 9.25%, but will require confirmation.

Thank you for the opportunity and we look forward to supporting the sale, maintenance and service of your vehicles at The Ford Store Morgan Hill.

Mark Wexler
Commercial Vehicle & Fleet Sales Director
Mark.Wexler@TFSMH.com
Ofc : 408-782-8202 / Cell : 925-499-1878

Fair Pricing and Exceptional Service!

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 05/22/2023.
FOR INTERNAL USE ONLY The Ford Store Morgan Hill -- 408-782-8201 01.06.72.00



The Ford Store Morgan Hill

CITY OF SEASIDE
2022 FORD F-250SD XL
VIN: 1FDBF2A66NEF35894
STOCK #: 410859W -- MILES: 150
SALESPERSON: MARK WEXLER
05/22/2023 4:39 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 9.25% Tax

CASH PURCHASE

Market Value	62,695.00
Discount Savings	- 4,000.00
Vehicle (after Savings)	58,695.00
Taxes / Fees	5,563.90
Due On Delivery	64,258.90

PURCHASE DETAILS

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Fair Pricing and Exceptional Service!

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 05/22/2023.
FOR INTERNAL USE ONLY The Ford Store Morgan Hill -- 408-782-8201 01.06.72.00



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/18/2023

Quote ID: **24096**

Mr David Fortune
City of Seaside

440 Harcourt Ave

Seaside, California, 93955

Dear David Fortune,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box 142" WB, Scelzi Body SB-98-79-4-38-VO Stock Unit PEC28421) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$46,675.00	\$46,350.00	0.696 %	\$325.00
Scelzi Body SB-98-79-4-38-VO		\$13,481.00		
Stock Unit PEC28421				
Tax (9.2500 %)		\$5,534.37		
Tire fee		\$8.75		
Transportation		\$150.00		
Total		\$65,524.12		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Scelzi Enterprises, Inc.

Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #
5/12/2023	252684

Bill To
WATSONVILLE FORD 550 AUTO CENTER DR WATSONVILLE CA 95076

Ship To
WATSONVILLE FORD 550 AUTO CENTER DR WATSONVILLE CA 95076

P.O. Number	Terms	Rep	Delivery Date	Via		F.O.B.		Work Order
	Net 10	RD/JP	5/12/2023	SCELZI DELIVERY		ORIGIN		252684
Model	SB 98	Serial	052377895	VIN	PEC28421 P		Attn	JOHN KRBEK

Qty	Item Code	Description	Price Each	Amount
0	Body Info	Body Info: - Model: SB-98-79-49-38-VO - Serial Number: 052377895 - Key Number: W110 - Key Qty: 4.00 - Finish: Painted - Color: Z1 - Oxford White	0.00	0.00
0	Chassis Info	Chassis Info: - VIN: 1FTBF2AA1PEC28421	0.00	0.00
1	SB-98-79-49-38-...	SERVICE BODY 98 LONG, 79 WIDE, 49 FLOOR, 38 COMPARTMENT HEIGHT 1EA - ALL LIGHTS LED	12,389.00	12,389.00
1	BUMPER SIG - 6	6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY 1EA - RELOCATE FACTORY HITCH 1EA - 7 PRONG FLAT RV PLUG 1EA - RELOCATE FACTORY BACK-UP CAMERA	0.00	0.00
1	LADDER RACK...	2" X 3" X 120 WALL FORKLIFT ACCESS -POWDER COATED WHITE	0.00	0.00
1	HAZ MAT - HW...	HAZARDOUS WASTE DISPOSAL FEE	49.00	49.00
1	WEIGHT CERTI...	WEIGHT CERTIFICATE OF COMPLETED UNIT 6880 LBS	43.00	43.00

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.

Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.

As the purchaser, I agree to the terms and conditions herein.

Total**Payments/Credits****Balance Due**

PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.

By _____

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #
5/12/2023	252684

Bill To
WATSONVILLE FORD 550 AUTO CENTER DR WATSONVILLE CA 95076

Ship To
WATSONVILLE FORD 550 AUTO CENTER DR WATSONVILLE CA 95076

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order	
	Net 10	RD/JP	5/12/2023	SCELZI DELIVERY	ORIGIN	252684	
Model	SB 98	Serial	052377895	VIN	PEC28421 P	Attn	JOHN KRBEC

Qty	Item Code	Description	Price Each	Amount
1	FET - NON	VEHICLE 33,000 LBS AND UNDER ARE NOT SUBJECT TO EXCISE TAX 10,000	0.00	0.00
1	TRANSPORTA...	TRANSPORTATION ONE WAY TO WATSONVILLE CA	0.00	0.00

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

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Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

Total \$12,481.00

Payments/Credits \$0.00

Balance Due \$12,481.00

PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.

By _____

Vehicle Configuration Options

ENGINE	
Code	Description
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	Description
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
471	Camper Package, -inc: extra heavy service front springs (2 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar
96V	XL Chrome Package, -inc: Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper, BoxLink, 4 premium locking cleats and interface brackets
67E	250 Amp Alternator (Gas)
66S	Upfitter Switches (6), -inc: Located in overhead console

43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet
OPTION PACKAGE	
Code	Description
600A	Order Code 600A

2023 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2023 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F2A	2023 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB	\$43,970.00
OPTIONS		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X37	3.73 Axle Ratio, (STD)	\$0.00
471	Camper Package, -inc: extra heavy service front springs (2 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar	\$160.00
96V	XL Chrome Package, -inc: Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper, BoxLink, 4 premium locking cleats and interface brackets	\$225.00
67E	250 Amp Alternator (Gas)	\$85.00
66S	Upfitter Switches (6), -inc: Located in overhead console	\$165.00
43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet	\$175.00
600A	Order Code 600A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$44,780.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$46,675.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
--

3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
--

ADDITIONAL EQUIPMENT

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

Trailer Wiring Harness

4268# Maximum Payload

GVWR: 10,000 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
--

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror

Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Laura Calata, Administrative Analyst

DATE: June 1, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING EXTENSION OF THE
FACADE LOCAL IMPROVEMENT PROGRAM (FLIP) SEASIDE
PROGRAM DEADLINE UNTIL JUNE 30, 2024 AND APPROVING
CARRYOVER OF THE REMAINING ACTUAL BALANCE OF THE
FLIP SEASIDE FUNDS TO FY23-24**

RECOMMENDATION

Adopt a resolution authorizing extension of the FLIP Seaside facade improvement program deadline until June 30, 2024 and approving carryover of the remaining actual balance of FLIP Seaside funds to FY23-24.

BACKGROUND

On October 7, 2021, the Seaside City Council adopted resolution no. 21-101 approving Administrative Policies and Procedures for a storefront improvement grant program entitled "FLIP Seaside" and appropriated \$150,000 to implement the program.

The FLIP Seaside Program was approved for the term October 1, 2021, to June 30, 2022, and offers a 75% matching grant, up to \$7,500 for projects over \$10,000, to help fund facade improvements such as awnings, paint, windows, doors, signs, barriers for COVID-19 readiness, and other minor improvements.

On October 8, 2021, following the City Council approval of the program, City staff opened up the online application window and conducted broad outreach to publicize the program including via press releases on the City website, distribution of flyers to businesses, word of mouth, and City of Seaside business newsletter.

On July 7, 2022, the Seaside City Council adopted resolution 22-80 authorizing the extension of the FLIP Seaside project until June 30, 2023. Since then, staff has

advertised the program through multiple means of communication including business walks, the monthly City of Seaside business newsletter, the City website and word of mouth. Hiring a bilingual staff member has allowed Spanish speaking business owners to become aware of the program as well.

Between October 8, 2021 and May 18, 2023, the City has disbursed grant monies to thirteen applicants. This fiscal year, three applicants have completed their projects and have been reimbursed, three applicants are in the construction phase and four applicants are sourcing quotes to begin their projects. Of the four applicants who are sourcing quotes, three are interested in new signage for their storefronts and the other is interested in a patio area in front of their business. These four applicants have acted in good faith and are working actively with the City and their design professionals to move their projects forward. A summary of the applications is provided in Attachment 2.

Collectively, since inception there have been thirteen completed projects which have stimulated \$175,529 in private investment by Seaside property and business owners, which has been matched by \$75,455 in FLIP Seaside grants. The FLIP Seaside program, in partnership with program participants, has had a significant positive impact on the Seaside business corridors, including enhanced curb appeal and a welcoming business environment.

With a total of \$75,455 disbursed, \$50,461 encumbered for four projects and three pending reimbursement requests, the FLIP Seaside program has a remaining balance of \$24,084. Per the adopted program policies and procedures, the City Council can authorize the carryover of any remaining funds and the continuation of the program. Staff recommends the City Council extend the program until June 30, 2024 and authorize the carrying over remaining funds to FY23-24; this will allow applicants who are sourcing quotes to complete their projects and receive reimbursement for eligible costs. Staff also recommends closing the application deadline on December 31, 2023 to allow applicants up to six months to complete their project. Staff will continue their outreach efforts to encourage any new applicants to apply for the unencumbered remaining funds.

FISCAL IMPACT

There is no new fiscal impact associated with this action. Carrying over remaining program funds to FY23-24 will help fund additional storefront improvements which will enhance the City's commercial corridors and create a welcoming business environment.

ATTACHMENTS

1. Resolution
 2. FLIP Seaside Applications
-

3. Completed FLIP Projects FY22-23

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING EXTENSION OF THE FLIP SEASIDE PROGRAM UNTIL JUNE 30, 2024 AND APPROVING CARRYOVER OF THE REMAINING ACTUAL BALANCE OF FLIP SEASIDE BUDGET TO FY2023-2024.

WHEREAS, on October 7, 2021, the Seaside City Council adopted Resolution No. 21-101 approving Administrative Policies and Procedures for a storefront improvement grant program entitled "FLIP Seaside" and appropriated \$150,000 to implement the program; and

WHEREAS, the FLIP Seaside program was approved and offered a 75% matching grant, up to \$7,500 for projects over \$10,000, to help fund façade improvements such as awnings, paint, windows, doors, signs, and other minor improvements; and

WHEREAS, on July 7, 2022, the Seaside City Council adopted Resolution No. 22-80 authorizing the extension of the FLIP Seaside program until June 30,2023; and

WHEREAS, thirteen businesses have been reimbursed since the start of the program, three have recently submitted their packets for review and at least four more businesses have submitted an application and are interested in moving forward with a project, and

WHEREAS, as of the end of FY22-23, the City has several pending FLIP Seaside applications and deems necessary to extend the program deadline until June 30,2024 while allowing applications to be accepted until December 31,2023 to allow applicants up to six months to complete their project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby authorized the City Manager to extend the FLIP Seaside program until June 30,2024, and to carryover the actual remaining balance of the FLIP Seaside budget to FY23-24.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of June, 2023, 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

APPROVED TO FORM:

Sheri L. Damon, City Attorney

FY 22-23 FLIP Seaside Applications

No.	Project Address	Business Name	Improvement Type	Project Cost	FLIP Seaside Match	Status
1	720 Broadway Ave.	The Oven Pizzeria	Signage	\$ 6,694.33	\$ 5,020.75	Completed/ reimbursed
2	1123 Fremont Blvd.	The Creperie Café	Signage, paint	\$ 4,191.75	\$ 3,143.00	Completed/ reimbursed
3	500 Broadway Ave.	Deja Blue	Signage	\$ 12,023.10	\$ 7,500.00	Completed/ reimbursed
4	1096 Canyon Del Rey	Kitchen Studio	Paint, landscaping and window	\$ 7,281.03	\$ 5,460.77	Construction phase
5	877 Broadway Ave.	Other Brother Beer Company	Parklet	\$ 16,081.43	\$ 7,500.00	Construction phase
6	1351 Fremont Blvd.	Monterey Psychic Center	Awnings and lighting	\$ 11,400.00	\$ 7,500.00	Construction phase
7	1760 Fremont Blvd., Suite D1	Lynn's Arcade	Outdoor patio	\$14,500*	\$7,500*	Sourcing quotes
8	704 Broadway Ave.	The Hem Nutrition	Signage	\$10,000*	\$7,500*	Sourcing quotes
9	630 Broadway Ave.	Side Affects	Signage	\$10,000*	\$7,500*	Sourcing quotes
10	800 Broadway Ave., Suite C	Congo-Go	Signage	\$10,000*	\$7,500*	Sourcing quotes

*Indicates staff-estimated projects costs based on applicant's requests for the maximum FLIP Seaside amount of \$7,500. These applicants are still finalizing their project plans and may not know exact costs until they secure bids and enter into a contract.

FLIP starting budget	\$ 150,000.00
Reimbursements FY22	\$ (59,791.48)
Reimbursements FY23 (through May 2023)	\$ (15,663.75)
Encumbered funds for projects in the construction phase	\$ (20,460.77)
Encumbered funds for applicants sourcing quotes	\$ (30,000.00)

Remaining Balance	\$ 24,084.00
--------------------------	---------------------

Completed FLIP Projects FY22-23

720 Broadway Avenue- The Oven Pizzeria

Improvements: Signage

BEFORE



AFTER



Completed FLIP Projects FY22-23

1123 Fremont Boulevard- The Creperie Café

Improvements: Signage, paint

BEFORE

AFTER



Completed FLIP Projects FY22-23

500 Broadway Avenue- Deja Blue Improvements: Signage

BEFORE



AFTER





CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR COMMUNITY OUTREACH FOR THE LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS MASTER PLANS PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,600.00

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Whitson Engineers to perform community outreach for the Lincoln Cunningham and Havana Soliz Parks Master Plans Project for an amount not to exceed \$18,600.00.

BACKGROUND

On January 30, 2023, staff provided a presentation to the City Council for approval of a professional services agreement (PSA) with Whitson Engineers to develop a master plan for Lincoln Cunningham and Havana Soliz Parks. The scope of work included assessing existing conditions, preparing three concepts, and developing a master plan for Lincoln Cunningham and Havana Soliz Parks which incorporates concept level design of the features and trails in parks. At the meeting, the City Council approved the PSA in the amount of \$66,000.00 but requested community outreach prior to the start of development of the concepts.

City staff requested a proposal for the expanded scope of work of community outreach. Whitson Engineers submitted the proposal on May 22, 2023 for an amount not to exceed \$18,600.00. The scope includes a kick-off meeting, community town hall meeting, meeting summary of the town hall meeting, park site walk community meeting, meeting summary of the of the park site walk community meeting, draft concept plan review public meeting, summary of Parks and Recreation Commission (PRC) meeting and community input, review PRC and community response with City

staff, and presentation of final concept plan to PRC. Staff reviewed the scope and fee of the proposal, and finds it acceptable.

FISCAL IMPACT

The proposed contract amendment with Whitson Engineers for community outreach for the Lincoln Cunningham and Havana Soliz Parks Master Plan is in the amount of \$18,600.00.

The original professional services agreement is in the amount of \$66,000.00, and was approved by the City Council with a 10% contingency of \$6,600.00 for a total agreement amount of \$72,600.00. None of the contingency has been spent to date.

The adopted fiscal year 2022/23 budget for the Phase 1 Trails (Account No. 342-8910-9581) is \$269,100.00. There is a budget of \$196,500.00 available in Phase 1 Trail Account for the amendment of \$18,600.00.

Staff recommends adopting a resolution authorizing an amendment to the professional services agreement with Whitson Engineers to perform community outreach for the Lincoln Cunningham and Havana Soliz Parks Master Plans Project for an amount not to exceed \$18,600.00. such that the total agreement does not exceed \$91,200.00.

ATTACHMENTS

1. Resolution
2. Whitson PSA Amendment 1

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO ADD COMMUNITY OUTREACH TO THE LINCOLN-CUNNINGHAM AND HAVANA-SOLIZ PARK CONCEPT PLANNING FOR AN AMOUNT NOT TO EXCEED \$18,600.00

WHEREAS, on January 30, 2023, the City Council approved a professional services agreement with Whitson Engineers for the Lincoln-Cunningham and Havana-Soliz Parks Master Plan Project to develop the develop park concepts to include providing park layouts, determining trail locations, ensuring proper drainage, and preparing for accessibility in anticipation of future park amenities, for a not to exceed amount of \$66,000.00, with a 10% budget contingency of \$6,600.00; and,

WHEREAS, Staff has requested that Whitson Engineers and their sub-consultant BFS Landscape Architects conduct community outreach events as part of the master planning effort; and,

WHEREAS, Whitson Engineers submitted a proposal on May 22, 2023, to add the requested community outreach events, including a virtual town hall meeting, a park site walk meeting, and a public concept plan review meeting, in the amount of \$18,600.00; and,

WHEREAS, Staff has determined that the proposed scope of work and fee are reasonable and within the approved budget; and,

WHEREAS, the adopted fiscal year 2022/23 budget for the Phase 1 Trails Project (Account No. 342-8910-9581) is \$269,100.00; and

WHEREAS, a budget of \$196,500.00 available to date in Phase 1 Trail Account for the amendment of \$18,600.00; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment to the professional services agreement with Whitson Engineers for community outreach to the Lincoln-Cunningham and Havana-Soliz Parks Master Plan for an amount not to exceed \$18,600.00 and a total possible agreement of \$91,200.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of June, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: May 23, 2023

Change Requested by: X City/District Consultant

Contract Date

Project Name

 01/30/2023

 Lincoln Cunningham and Havana Soliz Parks Concept Plans Project

To (Consultant): Whitson Engineers, 6 Harris Court, Monterey, CA 93940

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 1, "Term."**

This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

MODIFY the following text in **Section 2, "Services."**

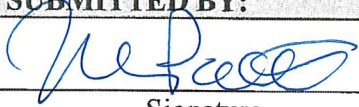
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

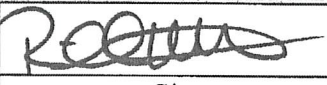
MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A and A1 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$66,000.00	\$0.00	\$18,600.00	\$84,600.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
5 Months	June, 30, 2023	12	June, 30, 2024

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel, PW Director/City Engineer	5/24/23
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes, City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Richard Weber, Principal	5/24/2023
Signature	Name and Title	Date



April 18, 2023

Project No.: 2071.32

Nisha Patel
City Engineer
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Via email: NPatel@ci.seaside.ca.us

**Re: Lincoln-Cunningham & Havana-Soliz Park Master Plan
Additional Services Proposal #1**

Dear Ms. Patel:

Thank you for the opportunity to make this proposal for the subject project. This proposal addresses additional services requested by the city as outlined in the attached proposal by BFS Landscape Architects.

Our requested fee increase for the services described is \$18,600, as shown in the attached fee estimate. Our revised contract amount is \$84,600 (\$66,000 Original Contract plus \$18,600 this Add Service #1).

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule.

If this proposal is acceptable, please forward a contract amendment for execution.

If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,
Whitson Engineers

Nathaniel Milam, PE, QSD | Senior Civil Engineer

for
Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Lincoln-Cunningham and Havana-Soliz Park Improvements									
Time and Materials Estimate									
4/18/2023 NDM T41									
Additional Services Proposal #1 - Public Outreach									
	PE	SCE	LS	AE	AE2	1P	2P	Totals	
Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	\$ 210	\$ 350	Hours	Cost
Public Outreach (subconsultant)								0	\$ -
Civil Support of Public Outreach effort		4		4				8	\$ 1,380
-- Project Management, QA/QC	2	4						6	\$ 1,260
Subtotal:	2	8	0	4	0	0	0	14	\$ 2,640
Professional Personnel Estimate:									\$ 2,640
Subconsultant - BFS Landscape Architects:									\$ 14,500
10% Administrative Fee:									\$ 1,450
Reimbursable Expenses Budget:									\$ 10
Total Estimate, Master Plan:									\$ 18,600
Total Estimate:									\$ 18,600

Additional Scope of Services

Lincoln Cunningham Havana Soliz Master Plan
April 17, 2023



5.1 Community Outreach

- 5.01 Kickoff Meeting: Meet with City staff to review community outreach strategy. Set dates for meetings. Coordinate online protocols and management.
 - a. BFS assumes project will be hosted on City of Seaside website.
 - b. Project material mailing, distribution and posting to website page to be managed by City staff.
 - c. Meeting materials to be available in English. If Spanish translation is needed this will be an additional scope item.
- 5.02 Community Townhall Meeting:
 - a. Coordinate and facilitate community townhall meeting on a virtual platform (i.e., Zoom/Google Meet). Community meeting to be scheduled to cast a wide net for community input.
 - b. Work with City staff to provide noticing to the community. BFS to prepare fliers and digital notices. Opportunity to submit written comments is included.
 - c. Online forum and agenda:
 - 1. Meeting to be set up in a town hall forum to introduce the project scope to the community.
 - 2. Meeting to include brief presentation by City Staff and BFS (PowerPoint/PDF) followed by Q&A period. BFS to review Q&A facilitation with City staff. (BFS suggests a timed window for participants to provide ideas, suggestions, and comments)
- 5.03 Meeting Summary: BFS to summarize virtual meeting and all community input received. Provide City staff a document that can be posted online to project website. Review the community feedback with City staff and make recommendations about priorities and next steps moving forward.
- 5.04 Park Site Walk Community Meeting
 - a. Coordinate and facilitate a site walk with City staff, BFS and the community. Meet with community at Lincoln Cunningham and Havana Soliz. Walk the site in groups and review questions and concerns the community may have. Based on size of group, split into multiple groups with multiple facilitators. At end of meeting, meet as (1) large group to discuss comments and next steps.
 - b. Work with City staff to provide notice to the community. BFS to prepare fliers and digital notices.
 - c. Park Site Walk Agenda:
 - 1. Meeting to be hosted onsite at Park. Community to be given opportunity to walk site with City Staff and Design Team to present ideas and concerns.
 - 2. Meeting to include brief introduction and closing by BFS and City Staff
- 5.05 Meeting Summary: BFS to summarize meetings and all community input received. Provide City staff with a document that can be posted online to project website. Review the community feedback with City staff and make recommendations about priorities and next steps moving forward.
- 5.06 Draft Concept Plan Review Public Meeting:
 - a. Coordinate posting of Draft Concept Plan to online platform by City staff for community review and input. Create opportunities for community to provide digital feedback and response.

20230417_Lincoln Cunningham Havana Soliz - Community Outreach Add Service.docx

- b. Work with City staff to provide noticing to the community of the presentation of the Draft Concept plan to the Parks and Recreation Commission (PRC).
 - c. Present Draft Concept Plan to PRC with City staff. BFS to prepare presentation (PowerPoint /PDF).
- 5.07 BFS to summarize PRC meeting and community input. Provide a document that can be posted online, by City staff, to the project website.
- 5.08 Review PRC and community response with City staff. BFS and City staff to identify revisions or comments to be incorporated into the Final Concept Plan.
- 5.09 Final Plan Review Public Meeting:
- a. Coordinate posting of Final Concept Plan to online platform by City staff for community review and input.
 - b. Work with City staff to provide noticing to the community of the presentation of the Final Concept plan to the Parks and Recreation Commission (PRC).
- Present Final Concept Plan to PRC with City staff. BFS to prepare presentation (PowerPoint /PDF).

LUMP SUM FEE Tasks 5.01–5.09 \$14,500

AGREED & AUTHORIZED TO PROCEED

Name

Date

Company

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

May 2022



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$220/hour
Associate Principal	\$205/hour
Associate	\$190/hour
Project Manager	\$170/hour
Assistant Project Manager	\$160/hour
Designer	\$140/hour
Assistant Designer	\$120/hour
Design/Graphics Intern	\$45/hour
Word Processor/Clerical	\$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Carmel Fire Protection Services for \$100,000.00.

BACKGROUND

The City of Seaside is seeking to enter into an agreement with consultants, Carmel Fire Protection Associates, to provide fire prevention services, including plan review and sprinkler/alarm system inspections. The City has contracted with Carmel Fire Protection Associates since 2012. However, for additional support in relation to the Grand Hyatt Hotel project, the contract amount has been increased to accommodate the workload.

The City shall pay the consultant an hourly rate of \$203.00 or a set fee based on the adopted fee schedule (Exhibit B), and the services shall not exceed \$100,000.00 for the term of the contract, which is July 1, 2023 to June 30, 2024.

At the request of the Seaside Fire Department, Carmel Fire Protection Associates shall provide professional consultation and engage in fire prevention services, including plan review and inspections for the following:

- Fire Sprinkler Systems – Commercial (above ground)
- Fire Sprinkler Systems – Commercial (underground connection)
- Fire Sprinkler Systems – Residential

- Fixed Fire Protection System – Kitchen Hood & Duct
- Fire Pump Inspection
- Fire Alarm System – Commercial

FISCAL IMPACT

The cost of the consultants' services of up to \$100,000.00 will be paid from the City's general fund.

ATTACHMENTS

1. Contract

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
City of Seaside Fire Prevention / Plan Review / Alarm
System Inspection Services**

This agreement is made by and between the City of Seaside (City), and **Carmel Fire Protection Associates (Consultant)**.

- A. Engagement: The City agrees to engage the Consultant to perform fire prevention services, including plan review and sprinkler / alarm system inspections as outlined in Exhibit A.
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: **The City shall pay consultant \$203.00 per hour** or set fee based on fee schedule (Exhibit B). Services are not to exceed **one hundred thousand dollars (\$100,000)** for the term of this contact.
- D. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, upon receipt of a written invoice from Consultant detailing services rendered.
- E. Term: The term of this agreement shall commence on **July 1, 2023 and terminate June 30, 2024.**
- F. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- G. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

H. Duty to Defend: In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

I. Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

J. Project Management. The Fire Chief will represent the City for all purposes under this Agreement. The Fire Chief is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time. The person designated is the Deputy Chief / Fire Marshal Paul Blaha.

K. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

L. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
- b. Consultant may use assistants under his/her supervision to perform services under this Agreement.

M. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

N. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2023

Consultant: Carmel Fire Protection Associates

By: _____

Art Black

Title: Owner

Address: Box 7168, Carmel CA 93921

Dated: _____, 2023

City of Seaside:

By: Jaime M. Fontes

Title: City Manager

Attachments:

**Exhibit A
Exhibit B**

**Scope of Work
Fee Schedule**

EXHIBIT A

SCOPE OF WORK

At the request of the Seaside Fire Department, Carmel Fire Protection Associates (Consultant) shall provide professional consultation and engage in fire prevention services, including plan review and inspections for the following:

- Fire Sprinkler Systems – Commercial (above ground)
- Fire Sprinkler Systems – Commercial (underground connection)
- Fire Sprinkler Systems – Residential
- Fixed Fire Protection System – Kitchen Hood & Duct
- Fire Pump Inspection
- Fire Alarm System – Commercial

Exhibit B

Fee Schedule



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: June 1, 2023

**SUBJECT: ADOPT AN ORDINANCE AMENDING THE ZONING MAP FOR THE
PROPERTY LOCATED AT 1620 BROADWAY AVENUE (SECOND
READING - ROLL CALL VOTE) (CEQA CLASS 32 EXEMPTION)**

RECOMMENDATION

Adopt an ordinance approving a Zoning Map Amendment for 1620 Broadway Avenue.

BACKGROUND

1620 Broadway Avenue (Assessor's Parcel Number 012-631-003-000) is located at the southeast corner of Broadway Avenue and Yosemite Street. It is presently occupied by the Greater Victory Temple, a religious institution. The property is approximately 2 acres in size. It is bounded on the south and east by multi-family residential dwellings. Directly across the street to the north is the City of Seaside's Fire Station No. 1 and the Dr. Martin Luther King Jr. School of the Arts, a public school, while directly across the street to the west is the Seaside Community Seventh-Day Adventist Church. Beyond these uses are primarily single-family dwellings. A Vicinity Map is provided as Attachment 2.

The General Plan designates 1620 Broadway for Medium-Density Single-Family Residential land use; similarly, the Zoning Map designates the property as being in the Single-Family Residential (RS-12) Zoning District. This contrasts with the remainder of the properties located on the same City block, which are designated for High-Density Residential development.

In July 2022 California Assembly Bill 2244 was signed into law. Among other things, AB 2244 provides relief from parking requirements for religious institutions seeking to construct housing on their properties. However, under the present single-family zoning designation, any proposed dwelling unit on the property would need to have its own, separate subdivided lot. This is an impractical arrangement in the event that Victory

Mission attempted to construct housing while maintaining its operation as a religious institution. Accordingly, staff is recommending that the City change the General Plan Designation and Zoning of the property to High-Density Residential. In addition to increasing the number of potentially allowed units from 23 to 50 (although any units actually built would likely be significantly less due to a large portion of the property being used as a religious institution), units built would not need to be subdivided into separate ownership lots, making the development of housing on the site feasible.

There are several reasons why this site is particularly suited to such a change:

- The Property is located at a major intersection, is well-served by mass transit, and is located less than a half-mile from the intersection of two significant bus routes;
- The Property is located across the street from the Seaside Community Seventh-Day Adventist Church, which meets on Saturdays and cooperates with Victory Mission with regards providing parking at the various sites;
- The remainder of the block is already zoned for High-Density Residential (see Attachment 3) and the proposed designation would enable the Property to be developed consistent with the existing development; and
- The site is not located adjacent to any single-family dwellings.

Staff will continue to evaluate sites which may be appropriate for rezoning as they are identified.

On May 18, 2023, the City Council adopted a Resolution changing the General Plan Land Use designation to High-Density Residential. It also introduced an Ordinance to change the Zoning designation to High-Density Residential. The second reading of that Ordinance is now before the Council.

FISCAL IMPACT

No fiscal impact is associated with this project.

ATTACHMENTS

1. Draft Ordinance Zoning Map
2. Vicinity Map
3. Land Use and Zoning Map

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING THE ZONING MAP TO CHANGE THE ZONING DISTRICT OF
ASSESSOR'S PARCEL NUMBER 012-631-003-000 LOCATED AT 1620
BROADWAY AVENUE FROM SINGLE-FAMILY RESIDENTIAL TO HIGH-
DENSITY RESIDENTIAL**

WHEREAS, Monterey County Assessor's Parcel Number (APN) 012-631-003-000, also known as 1620 Broadway Avenue, is a parcel of land approximately 2 acres in size located at the southeast corner of Yosemite Street and Broadway Avenue (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently identified in the Zoning Ordinance Map as being within the Single-Family Residential (RS-12) Zoning District; and

WHEREAS, the RS-12 Zoning District allows only a single dwelling unit per parcel of land; and

WHEREAS, the Property is presently occupied by the Greater Victory Temple, a religious institution; and

WHEREAS, the State of California has passed several bills promoting housing construction, including AB 2244, which promotes the development of housing on property owned by religious institutions; and

WHEREAS, the Property is located on a block that is otherwise presently zoned for and occupied in its entirety by High-Density Residential uses; is located at the intersection of two major roads; is located directly across the street from the Seaside Fire Station and another religious institution; and is located within the Seaside Municipal Water District, making it an appropriate site to develop residential uses at a density greater than one unit per parcel; and

WHEREAS, the proposed General Plan Amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines; and

WHEREAS, on April 26, 2023, the Seaside Planning Commission reviewed the proposed Zoning Map Amendment and recommended that the City Council deny the proposed amendment; and

WHEREAS, on May 18, 2023, the City Council amended the General Plan to change the land use designation of the Property from Medium-Density Single-Family Residential to High-Density Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. The Seaside Zoning Map is hereby amended to change the Zoning District of the Property from Single-Family Residential (RS-12) to High-Density Residential (RH).

SECTION 3. The City Council hereby finds the proposed Zoning Map Amendment Categorically Exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines (In-Fill Development Projects).

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance was adopted during its second reading on June 1, 2023 and shall become effective thirty days following adoption.

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

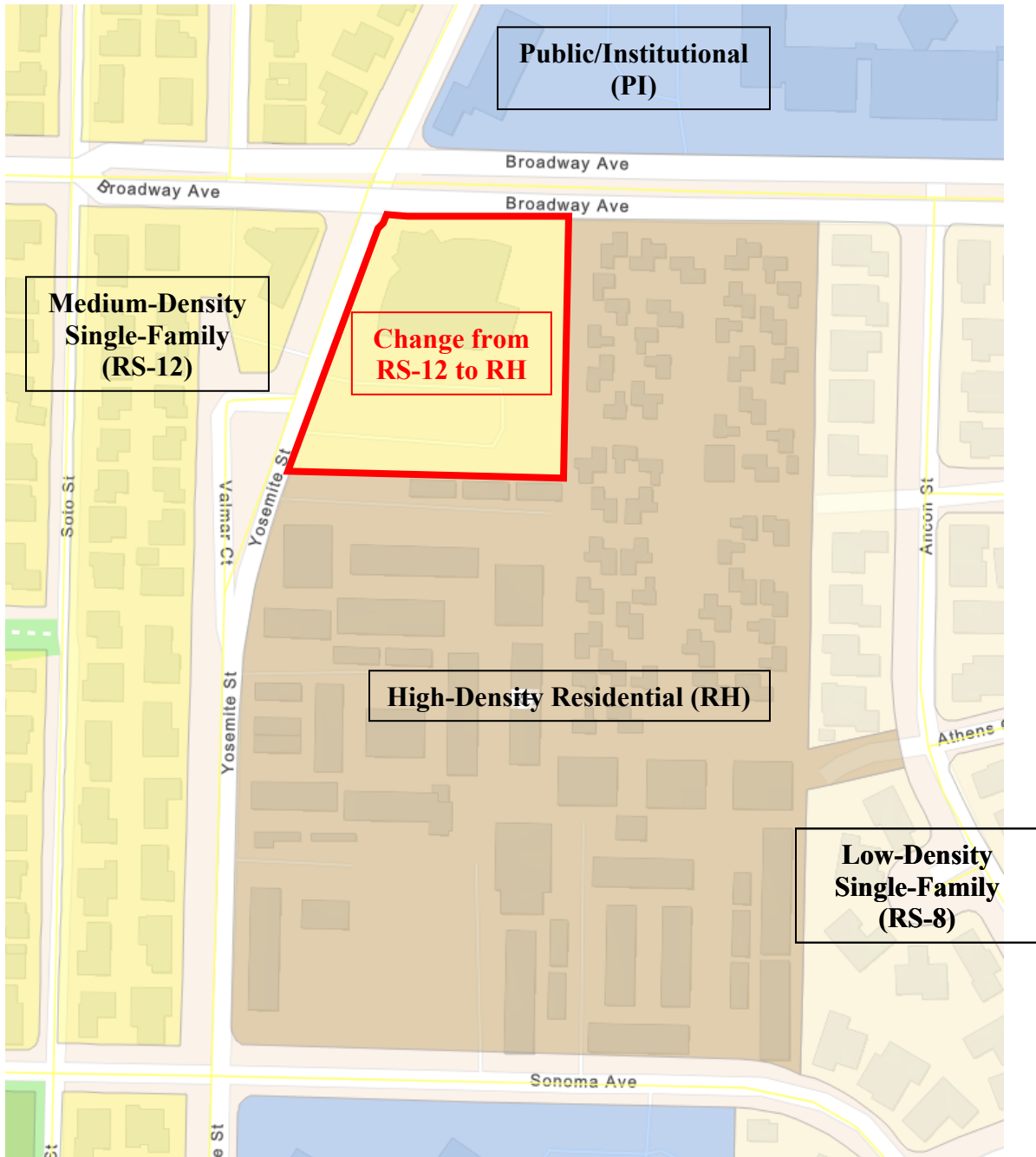
Vicinity Map

1620 Broadway Avenue



Land Use/Zoning Map

Existing General Plan Designations (Zoning District)





CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: June 1, 2023

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE
MUNICIPAL CODE CHAPTER 12.04 STREET EXCAVATIONS AND
ESTABLISHING A MORATORIUM AGAINST CUTS ON RECENTLY
RESURFACED STREETS WITHIN THREE TO FIVE YEARS (FIRST
READING - ROLL CALL VOTE)**

RECOMMENDATION

Introduce ordinance, open public hearing, and pass to print the draft ordinance amending Chapter 12.04 Street Excavations of the Seaside Municipal Code updating inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance and establishing Sections 12.04.100, 12.04.110, 12.04.120 relating to a moratorium against cuts on newly improved streets, moratorium permit requirements, and moratorium restoration requirements.

BACKGROUND

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 and Measure X, a countywide sales tax initiative through 2047, provides annual funding to the City specifically to address multi-modal transportation needs. In 2018, bond funds secured through Measure X and funds from SB1 funded over \$10 million for pavement rehabilitation projects.

Pavement networks are often the most valuable asset an agency owns. Properly maintained pavement is an essential component to the traveling public's safety. The city has undergone a robust public process to ensure public input into our community's transportation priorities, and has spent millions of dollars on road maintenance and rehabilitation projects in the last several years. With the on-going revenues generated

by Measure X and SB1, the city will continue to provide pavement rehabilitation projects.

The city has determined to establish a moratorium against cuts on newly resurfaced streets to protect the city's investment and to prolong the life of the pavement. The moratorium will prevent pavement cuts on newly resurfaced streets; require permitting for emergency repair on newly resurfaced streets; and provide restoration requirements for pavement cuts on newly resurfaced streets. Newly resurfaced streets include roadways that have been paved or overlaid with pavement in the past 5 years and slurry sealed roadways in the past 3 years. Exemption shall be granted by the city engineer for work deemed as emergencies. Emergencies are deemed to exist if the work is necessary for the preservation of property, or an urgency affecting the health and welfare of residents or businesses, or failed pipelines or utility services affecting public security or public safety. Work deemed as emergencies will be required to obtain a permit and will be subject to moratorium restoration requirements. Restoration requirements for newly resurfaced streets include expanded resurfacing limits per the proposed Ordinance and city engineering standards.

Amendments to SMC Chapter 12.04 are necessary to update inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance. The draft ordinance attached as attachment 1 outlines the changes, deletions, and additions.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE SECTION 12.04 STREET EXCAVATIONS AND ESTABLISHING A MORATORIUM AGAINST CUTS ON NEWLY IMPROVED STREETS (FIRST READING - ROLL CALL VOTE)

WHEREAS, the City receives annual funding from Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 and Measure X funding, a countywide sales tax initiative through 2047, that addresses the significant multi-modal transportation fund shortfalls; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities, including City Council Study Session and Council's direction to focus on upgrading major streets and roads; and

WHEREAS, the City expended millions of dollars for road maintenance and rehabilitation project is the past several years and will continue to rehabilitate roadways with the on-going revenue generated through Measure X and SB1; and

WHEREAS, the City has determined to protect the city's investment and to prolong the life of the pavement and future pavement resurfaced street by establishing a moratorium against pavement cuts on newly resurfaced streets; and

WHEREAS, a moratorium will prevent pavement cuts on newly resurfaced streets, required permitting for emergency repair and restoration requirements; and

WHEREAS, it is appropriate to amend Seaside Municipal Code (SMC) Chapter 12.04 to update inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance; and

WHEREAS, amendments to SMC Chapter 12.04 pertaining to moratorium against cuts on newly improved streets is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The purpose of this Ordinance is to consider the following text amendments to Seaside Municipal Code (S.M.C.) Chapter 12.04:

- A. A text amendment to S.M.C. Chapter 12.04 amending Sections 12.04.010 through 12.04.080 to update inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance.
- B. A text amendment to S.M.C. Chapter 12.04 establishing Sections 12.04.100, 12.04.110, 12.04.120 relating to a moratorium against cuts on newly improved streets, moratorium permit requirements; and moratorium restoration requirements.

SECTION 2. PROPOSED TEXT AMENDMENT

Text proposed text to be deleted is listed with strikethrough (~~strikethrough~~) and text added is listed in bold italic (***bold italic***).

**Chapter 12.04
STREET EXCAVATIONS**

Sections:

12.04.010 Permit – Required – Bond – Prerequisites to installation – Liability.

12.04.020 Permit – Application.

12.04.030 Applicant to pay cost of resurfacing.

~~12.04.040 Report of permits to street superintendent – Collection of resurfacing costs.~~

12.04.050 Safety precautions and liability insurance.

12.04.060 Supervision by city engineer.

12.04.070 ~~Refilling~~ ***Backfilling*** and resurfacing specifications.

12.04.080 Street access.

12.04.090 Precautions against damage to surrounding property.

12.04.100 Moratorium Against Cuts on Newly Improved Streets

12.04.110 Moratorium, permits: required.

12.04.120 Moratorium, restoration requirements.

12.04.010 Permit – Required – Bond – Prerequisites to installation – Liability.

A. It is unlawful for any person, firm, or corporation to make any excavation in or under the surface of any street, alley, sidewalk, public way or public place in the city without first obtaining a permit to do so from the city engineer or building inspector of the city and depositing with the city engineer or building inspector, upon receipt of such permit, a bond to defray the cost of restoring the surface to its former condition; provided, however, that any public utility company or licensed contractor need not make such deposit provided a bond in the amount ***sufficient to restore area determined by the city engineer*** ~~of one thousand dollars~~, approved by the city attorney, shall be filed with the city guaranteeing proper replacement and repair.

B. The following shall be prerequisite to installation under this chapter:

1. Installations must be in accordance with plans and specifications approved by the public works department of the city.
2. Approval must be endorsed in writing on the plans prior to issuance of the permit.
3. An application fee ***paid in accordance with the current fee schedule.*** ~~of five dollars plus one dollar for each parcel of land or one hundred feet abutting the proposed improvement, whichever amount is greater, shall be paid.~~
4. A bond must be posted in an amount as determined by the public works department to be sufficient to cover restoration of the area to its original condition if the work shall be unsatisfactory and not meet the specifications. This bond may be a surety bond, cash, cashier's check or money order in favor of the city.
5. Applicants shall execute a hold-harmless agreement guaranteeing that the city and/or its officers and employees shall not become liable for any injuries or damage occurring by reason of the installation of the permit and agreeing further to indemnify the city, its officers and employees for any liability which may be determined to exist.

12.04.020 Permit – Application.

A. The application for the permit required in this chapter shall be in writing and addressed to and filed with the city engineer or building inspector. It shall state clearly the nature, extent, and location of the excavation proposed to be made, and the purpose for which the same is to be made. When the applicant has complied with this chapter, the city engineer or building inspector shall issue the permit.

B. Such permit shall set forth the time for the completing of the work ~~of refilling the same~~. The time for such commencement and such completion may be extended by the ~~city engineer city council~~ only upon good cause shown for such extension.

12.04.030 Applicant to pay cost of resurfacing.

All applications for a street ~~opening~~ **excavation** permit shall pay to the city, as provided in SMC 12.04.010 ***and if work requiring an excavation permit is begun without a permit, application fee shall be doubled as a penalty and to compensate for the extra staff time involved in inspecting completed or partially completed work.*** ~~, sufficient moneys to defray the cost of resurfacing such excavations in accordance with the schedule of prices on file at City Hall.~~

~~12.04.040 Report of permits to street superintendent — Collection of resurfacing costs.~~

~~A. It shall be the duty of the city engineer and building inspector to report all street opening permits to the street superintendent and the collector daily, and to deposit with the collector within forty-eight hours all cash deposits made under this chapter.~~

~~B. It shall be the duty of the street superintendent to resurface such excavations and to report to the city clerk the exact amount due the city for the resurfacing. The city clerk shall thereupon make the adjustments in the amount of money deposited under this chapter, and shall bill the applicant for additional money to cover the cost of the resurfacing or cause to be remitted to the applicant any moneys due because of overpayment as the case may be.~~

12.04.050 Safety precautions and liability insurance.

It shall be the duty of the applicant for an excavation permit, on receipt of the same, to make such excavation in such manner as to provide free access to all fire hydrants and to provide safe and adequate crossings over such excavations for vehicular traffic and for pedestrians, should such crossings, in the judgment of the street superintendent, be necessary. Suitable barriers shall be constructed about the excavation for the prevention of accidents and adequate lights shall be continuously maintained thereon from the period of sunset to sunrise and, further, each applicant shall be required to file with the ***certificate of liability insurance with minimum limits as determined by the risk manager based on the scope of work, workers' compensation insurance with at least statutory limits, and automobile liability insurance. Certificates will include waiver of subrogation endorsement in favor of the City, its officers, agents, employees and volunteers and include language holding the City' harmless from any and all liability in connection with said excavation.*** ~~city a certificate of liability insurance, with minimum limits of two hundred fifty thousand dollars and five hundred thousand dollars property damage and five hundred thousand dollars and one million dollars personal injury liability holding the city harmless from any and all liability in connection with said excavation.~~

12.04.060 Supervision by city engineer.

All excavations, ~~refillings~~ ***backfilling***, and resurfacing shall be made under the supervision and to the satisfaction of the city engineer or building inspector of the city and shall be conducted in such manner as to do the least possible damage to contiguous lands and improvements.

12.04.070 ~~Refilling~~ *Backfilling*** and resurfacing specifications.**

All such excavations shall be refilled backfilled by the applicant to the specifications of the city and resurfaced by a ***qualified licensed contractor*** ~~the street department of the city~~ ***and inspected by city staff to the satisfaction of the city engineer.*** ~~; provided, however, that public utilities, or contractor employed by~~

~~such public utilities, may resurface such excavations, the work to be done to the satisfaction of the superintendent of streets.~~ Specifications of the city for **backfilling** ~~refilling~~ excavations and repaving are as follows:

A. Open cut trenches may be backfilled with the materials excavated on local city streets. No material which is deemed unsuitable by the superintendent of streets or city engineer shall be made a part of the backfill, including broken pavement or earth which has a moisture content greater than optimum. Where materials excavated are deemed unsuitable for backfill, imported materials approved by the superintendent of streets or city engineer shall be used.

B. Backfill of an open cut on ~~a major~~ **any** city street shall be ~~air tamped~~ **compacted per city specifications and verified by compaction tests conducted by a licensed geotechnical engineer or backfilled with control density fill (CDF)** in lifts not exceeding six inches. **Other means and methods**, ~~or by such other equivalent tamping methods as~~ may be approved by the superintendent of streets or city engineer prior to issuance of the permit.

~~C. Backfill of an open cut on a nonmajor city street may be settled by jetting water to the bottom of the trench, or by air tamping.~~

~~D~~ **C.** All ~~Permittee~~ **public utility** excavations must be covered with a layer of ~~plant mix~~ **temporary hot mix asphalt** surfacing at least one inch in thickness immediately upon completion of the backfill, and such surface maintained by the ~~utility~~ **permittee** until permanent repair is made. **Permanent pavement repair must be made within 30 days by removing the temporary patch by saw cutting 12 inches from edge of trench and replacing with permanent pavement a minimum thickness equal to the depth of existing adjacent pavement section or as directed by the city engineer. Other means and methods may be approved by the superintendent of streets or city**

~~*engineer prior to issuance of the permit.* At such time as the engineer may direct, the utility company shall remove the plant mix surface and repair to the specifications of the city.~~

~~*E.D. All-Permittees*~~ public utility companies shall be responsible for any settlement of their trenches for a period of one year following the date of final repaving and shall make repairs during this period as directed by the superintendent of streets ~~*or city engineer.*~~

12.04.080 Street access.

No city street shall be blocked or closed incident to street excavation or opening unless prior permission is obtained in writing from the city engineer on a form approved by the city engineer, accompanied by an application fee ~~*in accordance with the current fee schedule*~~ of ten dollars. Each separate day on which violation of this section shall exist shall be a separate misdemeanor.

12.04.090 Precautions against damage to surrounding property.

No street surface shall be broken or excavated unless adequate precautions, acceptable to the city engineer, have been forwarded to ensure that there shall be no flying dust, dirt or debris arising from the excavation which shall lodge on properties or structures adjacent to or in the vicinity of such work and that there shall be minimal disruption of or danger to business or residential activities in the area. Each separate day on which violation of this section shall exist shall be a separate misdemeanor.

12.04.100 Moratorium against cuts on newly improved streets.

A. It shall be unlawful for any person to cut or open the surface of a public street that has been newly constructed, reconstructed, slurry or cape sealed, overlaid, or improved within the previous five (5) years for recently

paved/overlaid streets and three (3) years or recently slurry sealed streets, commencing from the date of acceptance of the improvements.

B. No permits shall be issued to excavate or cut in a public street that has been paved/overlaid in the past five (5) years or slurry sealed in the past three (3) years except in the case of emergencies, or when the city engineer grants an exemption. An emergency shall be deemed to exist if the work is necessary for the preservation of property; or an urgency affecting the health and welfare of the City's residents or businesses occurs; or in the case of failed pipelines or utility services that affect public security or public safety.

C. The city engineer may grant exemptions to the moratorium for emergency repairs and/or for the installation of critical infrastructure and/or facilities where other alternatives to installation are not practical or feasible as provided in subsection (b) above, or for the installation of needed critical infrastructure or facilities (including, but not limited to communications infrastructure) where no other alternatives to cutting a street subject to the moratorium exist. When granting exceptions, the city engineer may impose reasonable conditions, including requirements that installation occur utilizing methods such as boring which have a lesser impact, to insure the rapid and complete restoration of the street and the surface paving.

D. If a street subject to the moratorium is cut for any reason, the extent of required repairs for the damages caused by such cut shall be in accordance with SMC 12.04.120. If the city engineer determines that restoration of the street is not appropriate at a particular time for reasons relating to weather or other short term complications, the city engineer may order a delay and/or the posting of bonds to insure completion of the work when proper conditions allow for the restoration work.

E. The decision of the city engineer in granting exemptions may be appealed in writing to the City Council by filing with the City Clerk a written notice of such appeal, setting forth the specific grounds thereof.

12.04.110 Moratorium, permits: required.

A. It shall be unlawful for any person to trench, cut, dig, make or cause any excavation in any street subject to the moratorium pursuant to SMC 12.04.100 unless the person shall have first obtained a permit to do so.

B. Any person who is required to repave a street shall obtain a permit and shall be responsible for the full cost of plan preparation, plan review, construction inspection, material testing, bonding, and all other expenses related to the work.

C. Permit applications, fees and requirements shall be subject to all conditions established in this chapter.

12.04.120 Moratorium, restoration requirements.

A. Street restoration for streets subject to the moratorium may include repaving, surface grinding, base, sub-base repairs, and striping or other related work as needed, and may include up to full-width surface restoration of the street.

B. The city engineer may allow horizontal directional drilling instead of street cuts to minimize street surface restoration.

C. The following requirements are established for street restoration work:

1. Recently Paved/Overlaid Streets. Final resurfacing shall include the grinding of existing surrounding pavement and repaving at a minimum

depth 2 inches. For trenches perpendicular to traffic lanes, the permittee shall grind ten (10) feet on either side of the trench line, and for the full width of any traffic lanes (including parking lane) that have been cut. For trenches parallel to the traffic lanes, the permittee shall grind the entire width of the traffic lanes (including parking lane) for the full length of the trench with a minimum of ten (10) feet on each end per city engineering standards or as directed by the city engineer. For trenches other than those perpendicular or parallel to traffic lanes, the city engineer shall establish appropriate limits of paving. At the discretion of the city engineer, full-width slurry seal may be substituted for overlay in residential areas. The placement of the surface course of the repaving shall be by a self-propelled, automatic-leveling, multiple-width paving machine.

2. Recently Slurry-Sealed Streets. Slurry seal shall be applied to the patched area no sooner than thirty (30) days and no later than ninety (90) days after completion of the pavement repair. For trenches perpendicular to traffic lanes, the permittee shall slurry seal ten (10) feet on either side of the trench line and for the full width of any street that has been cut. For trenches parallel to the traffic lanes, the permittee shall slurry seal the entire width of the traffic lanes (including parking lane) for the full length of the trench, with a minimum of ten (10) feet on each end per city engineering standards or as directed by the city engineer. For trenches other than those that are perpendicular or parallel to traffic lanes, the city engineer shall establish appropriate limits of resurfacing.

3. Transverse paving joints shall be perpendicular to the direction of travel, and longitudinal paving joints shall not be permitted in vehicle wheel paths. Work shall meet all applicable construction standards and city standards. The city engineer may modify the scope of work stated

above, including increasing the restoration requirements as he/she shall deem reasonable to fully restore the street to the condition in which it existed prior to the cut.

4. Except under subsection 2 above, pavement improvements shall be completed within 30 days of the completion of the work or project that required the pavement cut. If the city engineer determines that restoration of the street is not appropriate at a particular time for reasons relating to weather or other short term factors, the city engineer may order a postponement until proper conditions allow for restoration work.

SECTION 3. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provision of this Ordinance are severable.
- B. The City Council hereby declares that it would have passed each section subsection, subdivision, paragraph, sentence, clause or phase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences clause or phrases be held unconstitutional, invalid or unenforceable.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of June, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ___ day of _____, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ian M. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: June 1, 2023

**SUBJECT: ADOPT A RESOLUTION ESTABLISHING APPLICATION
PROCEDURES FOR MOBILE FOOD VENDORS AND LIMITING
THE NUMBER OF MOBILE FOOD VENDORS ALLOWED TO
OPERATE IN THE CITY**

RECOMMENDATION

Adopt a resolution establishing application procedures for mobile food vendors and limiting the number of mobile food vendors allowed to operate in the City

BACKGROUND

On October 7, 2021, the City Council adopted Ordinance No. 2010, which established regulations for Sidewalk Vendors (ie "Food Carts") and Mobile Food Vendors ("Food Trucks"). This Ordinance established a number of regulations relating to the operation of these businesses, including hours of operation, allowable locations, provisions for reducing waste/litter, and prohibitions on amplified music and sales of alcohol. Vendors are limited in their ability to operate in proximity to existing food service establishments and are not allowed near driveways/intersections, anywhere along Broadway Avenue, or within the West Broadway Urban Village Specific Plan Area. The maximum length of time Mobile Food Vendors may stay in a single location is four hours, except in residential zones, where they may stop only to complete transactions. A copy of Ordinance 2010 and Exhibit C (relating to Mobile Food Vendors) is attached.

As amended by Ordinance 2010, Section 10.48.030.A.1 provides that Council shall adopt Resolution that provides a limit on the number of Mobile Food Vendors and establishing application procedures for these businesses. A proposed Resolution to do these is attached. The Resolution would limit the number of Mobile Food Vendors to five in the City. This number is an attempt to strike a balance between providing additional food options to the public while attempting to limit the potential impacts on

"brick-and-mortar" businesses that may compete with Mobile Food Vendors. The Resolution would also establish a permit process that would essentially consist of a staff-level review once all the required documentation has been submitted. Required materials would include a Live-Scan Background check, proof of valid vehicle registration, a California driver's license, and approval from the County Health Department. In the event that more applications are received than spaces are available in the first 30 days, first priority will go to operators that have had a business license in the last 6 months, followed by operators that are minority/woman-owned, where the owner/operator is a Seaside resident, and/or the vendor proposes to meet one or more healthy foods standards.

FISCAL IMPACT

This item is not expected to have any significant fiscal impact.

ATTACHMENTS

1. Draft Mobile Vendor Resolution
2. Ordinance No 2010 with Exhibit C

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE OUTLINING AN APPLICATION PROCESS AND A LIMITATION ON THE NUMBER OF MOBILE FOOD VENDOR PERMITS AS REFERENCED IN SEASIDE MUNICIPAL CODE CHAPTER 10.48

WHEREAS, on September 16, 2021 and October 14, 2021, the City of Seaside conducted first and second readings to adopt Ordinance 2010 updating Seaside Municipal Code Chapter 10.48: Mobile Food Vending and Chapter 12.52: Sidewalk Vending, which references an application process and a limit on the number of Mobile Food Vendor permits to be established by resolution; and

WHEREAS, the City of Seaside is dedicated to improving the health and wellbeing of all community members through city policies, plans and programs that will collectively improve the wellbeing and economic vitality of our community; and

WHEREAS, Blue Zones Project Monterey County is a community-wide well-being improvement initiative designed to make healthy choices easier by encouraging evidence-based, sustainable changes in community policy, social networks, and organizations including worksites, schools, restaurants, grocery stores, and community organizations; and

WHEREAS, the City of Seaside, as part of the Peninsula Cities, intends to become a Blue Zones Project certified community by promoting policy, systems and environment changes that make the healthy choice the easy choice; and

WHEREAS, our nation and state face a major public health crisis in the form of rising rates of chronic disease associated with sedentary lifestyles, poor nutrition, and tobacco use, increases in type 2 diabetes, adult and childhood obesity, and cardiovascular disease, and rising healthcare costs, all of which hinder the economic vitality of our community; and

WHEREAS, the Seaside City Council finds that healthy food and beverage environments that make healthy food and beverage choices easy and routine are desirable in order to improve the health and well-being of community members.

NOW THEREFORE, BE IT RESOLVED, the City of Seaside City Council adopts a Mobile Food Vendor permit application process and sets a limit of five Mobile Food Vendor permits.

BE IT FURTHER RESOLVED, the application process for obtaining a Mobile Food Vendor Permit is described below:

PHASE I: Application Period and Submittal

The initial application period will be open for a period of 30 days from the adoption of this Resolution. The City reserves the right to shorten or extend the application period. Subsequent application periods are at the discretion of the Economic Development and Community Planning Manager, who may elect to conduct another application period or switch to a "first-come, first served" application intake procedure.

Applications will be reviewed for completeness and compliance with the submittal requirements listed below. Only one application may be submitted per California DMV vehicle registration. To be deemed complete and move forward to Phase II, an application packet must include all of the following:

1. Completed Mobile Vendor Permit application
2. Completed Seaside business license application
3. Completed Live Scan Clearance application(s) for all employees
4. Current Vehicle Registration (if vehicle is already owned)
5. Proof of Commercial Insurance and employee/driver coverage
6. Color Copies of Valid California Driver's License(s) for each driver and/or employee
7. Monterey County Health Permit or Waiver
8. Completed application for the California Department of Tax and Fee Administration Seller's Permit for taxable food items

The City may require any additional documentation at any point in this process.

PHASE II: Live Scan Evaluation

Applications deemed complete in Phase I will pay the Live Scan Clearance fee. The approval or denial of the Live Scan application will be determined in this phase.

Applications that obtain Live Scan Clearance approval will proceed to Phase III. A Live Scan Clearance shall be denied if it is determined that the applicant has been found guilty of any felony or misdemeanor which, in the discretion of the Police Chief, involves a sexually-based offense, dangerous/reckless driving, and/or acts of violence.

If the Live Scan Clearance is denied, then the application will be deemed ineligible for a permit.

The city reserves the right to extend the application period.

PHASE III: Selection

If fewer than five applications are to be considered during this phase of the initial application period, then all applications meeting the criteria above shall receive a Mobile Food Vendor permit.

If more than five applications are to be considered during this Phase, then first priority shall be given to those vendors which have been in possession of a valid City Business License within the previous six months. Second priority shall be given to vendors that score highest based on the criteria below (with point values referenced).

1. The operation is a minority-owned or women-owned business. (One point).
2. The owner-operator resides in the City of Seaside. (One point).
3. The business complies with one or more Healthy Foods standard (One point per standard, up to three points):

A. Beverage Standards for the business operations: 60% of the beverage types available will be one or a combination of the following:

1. Water, including carbonated water (no added caloric sweeteners)
Unsweetened coffee or tea (if condiments are provided, sugar and sugar substitutes may be provided)
2. Plain (no added flavor or sugar) non-fat or 1% low fat dairy milk.
3. Plant derived milk (e.g. soy, rice, and almond) with ≤ 130 calories per 8 ounces serving.
4. 100% fruit or vegetable juice. Low-calorie beverages such as tea or diet soda with less than 40 calories per 8-ounce serving. Healthier beverages should be placed prominently and be as easy to see as the operator's other most popular beverages.

B. Prepared Foods standards for the business operations: all of the below are true:

1. Offers at least 1 low-calorie food option (under 600kcal) for meal
2. Offers at least 1 vegetarian dish
3. Offers fresh fruit or vegetable option with meal
4. Salad option on menu
5. Offers non-fried chicken, fish, or protein source

C. Pre-Packaged Foods and Snacks standards for the business operations: 60% of all snack foods will meet all the following criteria:

1. No more than 35% calories from fat (except for packages that contain 100% nuts or seeds).
2. No more than 10% calories from saturated fat.
3. Zero trans-fat.
4. No more than 35% total weight from sugar and caloric sweeteners.
5. No more than 360 milligrams (mg) of sodium per package.
6. At least 10% of all snack food will contain at least (2) grams of dietary fiber per serving.
7. At least one snack food item will meet the FDA definition of "low sodium" or be ≤ 140 mg per serving.

If more than one applicant is tied for the final permit, then the permits for those tied applicants shall be determined by random lottery.

Should an applicant fail to finalize all required documents and pay all applicable fees to secure their Mobile Food Vendor permit within 60 days of being selected for a permit, then the City will move forward with another applicant and/or lottery selection process.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 1st day of June 2023 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

ORDINANCE 2010

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING SEASIDE MUNICIPAL CODE SECTION 10.32.050: UNLAWFUL PARKING BY PEDDLERS AND VENDORS, ADDING CHAPTER 12.52 TO ESTABLISH REGULATIONS FOR SIDEWALK VENDING, AND ADDING CHAPTER 10.48 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN THE PUBLIC RIGHT-OF-WAY.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1 PURPOSE AND INTENT

The purpose of this Ordinance is to consider repealing Section 10.32.050: Unlawful Parking by Peddlers and Vendors in its entirety, adding Chapter 12.52: Sidewalk Vending to regulated vendors in compliance with Senate Bill 946: Safe Sidewalk Vending Act, and adding Chapter 10.48: Mobile Food Vending to update the city's regulations for food trucks operating in the public right-of-way. (Proposed text identified by bold text (**Bold**) and text proposed to be deleted identified with a strikethrough (~~Strikethrough~~)):

- A. Exhibit A: Repeal of Section 10.32.050: Unlawful Parking by Peddlers and Vendors; and
- B. Exhibit B: Add Chapter 12.52: Sidewalk Vending to establish use and operating standards consistent with Senate Bill 946: Safe Sidewalk Vending Act; and
- C. Exhibit C: Add Chapter 10.48: Mobile Food Vending to establish use and operating standards for food trucks operating in the public right-of-way.

WHEREAS, the City aspires to create a respectful environment between brick and mortar businesses and mobile vendors so each business model thrives and contributes to the local economy; and

WHEREAS, the City aims to inspire entrepreneurship and inclusiveness by allowing mobile food vendors to bring their goods to the community; and

WHEREAS, mobile vendors increase access to desired goods, such as healthier food options and culturally significant food; and

WHEREAS, mobile vendors activate the right-of-way and contribute to a safe and dynamic public space; and

WHEREAS, mobile vendors bring convenience, economic vitality and pedestrian activity and increased food access to a variety of locations in the city; and

WHEREAS, the City will continue to require environmentally friendly business practices, including the use of re-usable and compostable food service ware; and

WHEREAS, in 2021 the Blue Zones Project-Monterey County has expanded to include the City of Seaside. The City of Seaside is a supporter of the Blue Zones Project's community wellbeing improvement initiatives, including increasing access to healthier food options through mobile food vendors.

SECTION 2. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

SECTION 3. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 4. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 5. At a duly noticed public hearing held on September 16, 2021, the City Council considered both oral comments and written information concerning the proposed repeal and new municipal code chapters 12.52 Sidewalk Vending and 10.48 Mobile Food Vending.

SECTION 6. At a duly noticed Public Hearing on September 16, 2021, the City Council adopts the first reading of this ordinance.

SECTION 7. This Ordinance shall become effective thirty (30) days following the date of its passage.

SECTION 8. The City Clerk shall certify to the adoption of this ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in three (3) public places designated by resolution of the City Council. Immediately upon this ordinance becoming effective, the City Clerk shall forward a certified copy of the same to the California Building Standards Commission.

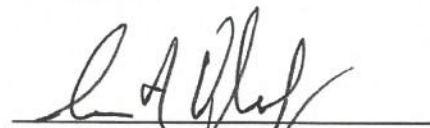
INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 16th day of September 2021 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 7th day of October 2021 by the following roll call vote:

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

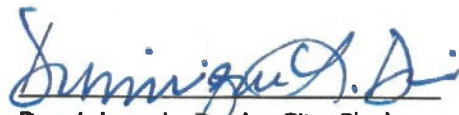


APPROVED:



Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

EXHIBIT C

CHAPTER 10.48 MOBILE FOOD VENDING

Sections:

- 10.48.010 Purpose**
- 10.48.020 Definitions**
- 10.48.030 Permit Requirements**
- 10.48.040 Exemptions**
- 10.48.050 Operating Standards**

10.48.010 Purpose.

It is the purpose of this chapter to support entrepreneurship of vending in the public right-of-way, to encourage pedestrian activity, and to require safe and sustainable business operations that protect the community and are aligned with its values.

- A. The City aspires to create a respectful environment between brick and mortar businesses and mobile vendors so each business model thrives and contributes to the local economy.
- B. The City aims to inspire entrepreneurship and inclusiveness by allowing mobile food vendors to bring their goods to the community.
- C. Mobile vendors increase access to desired goods, such as healthier food options and culturally significant food; and
- D. Mobile vendors activate the right-of-way and contribute to a safe and dynamic public space.
- E. Mobile vendors bring convenience, economic vitality and pedestrian activity and increased food access to a variety of locations in the city; and
- F. The City will continue to require environmentally friendly business practices, including the use of re-usable and compostable food service ware.
- G. In 2021 the Blue Zones Project-Monterey County has expanded to include the City of Seaside. The City of Seaside is a supporter of the Blue Zones Project's community wellbeing improvement initiatives, including increasing access to healthier food options through mobile food vendors.

10.48.020 Definitions.

"Compostable" or "Certified Compostable" means a material that meets BPI, Cedar Grove, ASTM, or other standard designated as acceptable by the franchised waste hauler and undergoes degradation by biological processes during composting to yield carbon dioxide (CO₂), water, inorganic compounds, and biomass within a nominal time frame. Compostable disposable food service ware shall be clearly labeled compostable in accordance with the California Public Resources Code Section 42357 et seq. and all State and Federal labeling laws pertaining to the identification of compostable products, as those standards may be amended.

"Food Truck Vendor" means any person who operates mobile food vehicle or truck in the public right-of-way for a period not to exceed four hours.

"Mobile Food Vehicle or Truck" means any vehicle, as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks and conducts business in the City's public right-of-way. A mobile food vehicle or truck shall also include any trailer or wagon equipped and used as described in this definition and pulled by a vehicle.

"Mobile Vending Permit" means a permit issued to a food truck vendor or a sidewalk vendor.

"Sidewalk Vendor" means any person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path are permitted to operate as roaming sidewalk vendors or stationary sidewalk vendors.

"Stationary Sidewalk Vendor" means a sidewalk vendor who vends from a fixed location.

"Roaming Sidewalk Vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

10.48.030 Permit requirements.

A. Application Period and Permit Limitation

1. The city shall adopt by Resolution an application process and a limitation on the number of Food Truck Vendor permits.

B. Licenses and Permits Required.

1. Potential vendors are responsible for obtaining all necessary licenses and permits, including but not limited to a Live Scan clearance from the Seaside Police Department, a City business license, a valid California Department of Tax and Fee Administration seller's permit, and a permit for food service from the Monterey County Department of Health.
2. Beginning March 1, 2022 vendors are required to illustrate compliance with chapter 8.60 and section 10.48.050.C. Waste and Litter Reduction.
 - a. After March 1, 2022, proof of compliance is required prior to permit issuance or renewal.
3. Mobile Vending Permits are issued by the city to specific vendors, are nontransferrable, and shall not be subleased.
 - a. Food Truck Vendor permits are for vendors that do not operate from one location for more than four hours.
 - b. Sidewalk Vendor permits are for vendors, roaming and stationary, operating from public sidewalks or pedestrian paths.
4. The city-approved Mobile Vending Permit shall be in the possession of the vendor at all times when operating in the city and is required be provided to city staff upon request.
5. Food truck vendors and vehicles shall comply with State motor vehicle laws.

10.48.040 Exemptions.

The following are exempt from obtaining a Mobile Vending Permit, but still must operate in compliance with applicable sections of 10.48.050 and may be required to pay associated event fees:

- A. An event authorized by a Special Event permit, Limited Term Permit or other permit or entitlement issued by the City, such as an authorized street fair;

- B. An event at a school facility, assembly use facility, or recreational facility if the vendor is in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way); and
- C. An event at a public park with Special Event approval.

10.48.050 Operating Standards.

The following standards apply to food truck vendors that operate within the public right-of-way and/or public property.

A. Operating Requirements.

1. Hours of Operation.

- a. Commercial zones: Permitted hours of operation are 6:00am to 11:00pm. Vendors are permitted to operate in the right-of-way directly adjacent to commercial zoned properties for a period not to exceed four hours.
 - b. Residential zones: Permitted hours of operation are 10:00am to 7:00pm and are limited to vendors who may only park at the request of a customer to complete a sales transaction for a period not to exceed ten minutes.
 - c. Open Space and Recreation zones: Permitted hours of operation are 10:00am to 7:00pm. Vendors are permitted to operate in the right-of-way directly adjacent to city parks for a period not to exceed four hours.
 - d. Vendors shall be required to relocate a minimum of four city blocks after operating from one location for a duration not to exceed four hours.
2. Vendors shall maintain a clear path of travel on the sidewalk (48" minimum, 36" if restrictions exist caused by the right-of-way, natural barriers, or other existing site conditions cause an unreasonable hardship), pursuant to the Americans with Disabilities Act.
- a. Operations shall be contained in the vehicle or trailer, except the following accessory items: required waste, recycle, and compost receptacles, one accessory condiment table not more than four feet in length.

- b. Accessory items are limited to placement on the sidewalk, and within the boundaries of the truck length, where the required path of travel would not obstructed.
- 3. Trailers shall not be detached or unhitched from the vehicle at any time.
- 4. The combined length of the vehicle and/or trailer shall not exceed 40 feet in length.
- 5. Public and private right-of-ways for mobile food vending shall have full public improvements (curb, gutter, sidewalk, hardscape, etc.).
- 6. Mobile food vendors shall operate in compliance with the California Vehicle Code, Seaside Municipal Code Title 10: Vehicles and Traffic and all posted parking, stopping and standing restrictions.
 - a. Mobile food vendors shall not stop, stand, or park in any designated "No Parking," "Loading Zone," bus zone, or in any time-limited (green curb) parking space.
 - b. Mobile food vendors shall not occupy more than two marked parking spaces.

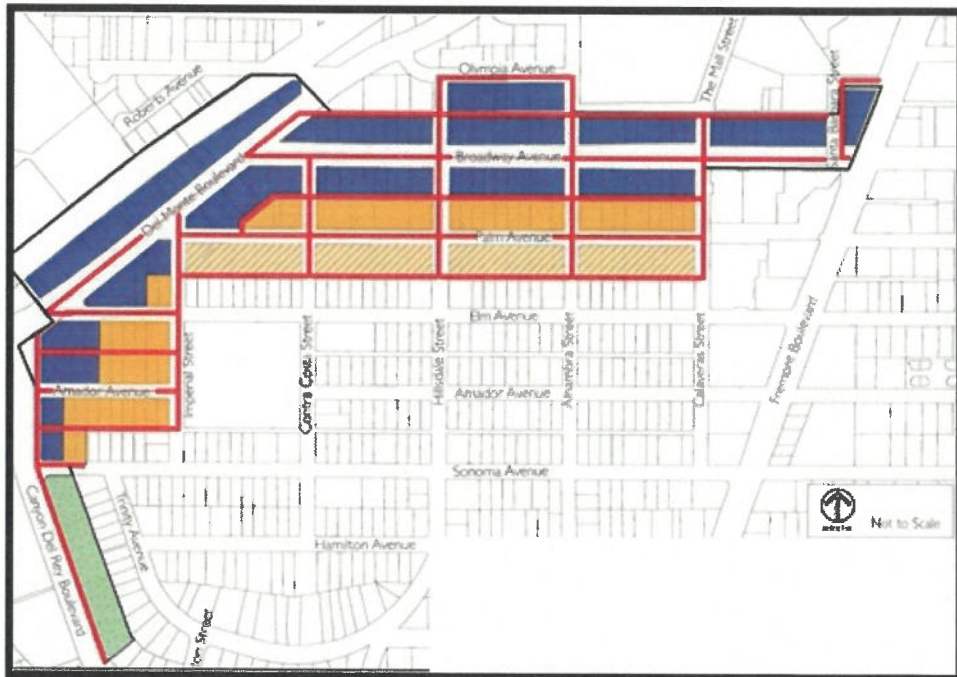
C. Location and Siting.

- 1. Mobile food vendors shall not operate directly adjacent to, or across the street from, the frontage of any building-enclosed food service establishment that sells a similar cuisine type, except when the establishment is closed for business.
- 2. Mobile food vendors shall not operate within four blocks of an event authorized by a Special Event permit, Limited Term Permit or other permit or entitlement issued by the City.
- 3. Mobile food vendors shall not stop, stand, or park within 30 feet of street intersections and alleys or within 15' of driveways.
- 4. Mobile food vendors are prohibited from operating on Broadway Avenue/Obama Way, between Del Monte Blvd. and General Jim Moore Blvd.

5. Mobile food vendors are prohibited from operating in all rights-of-way, including alleys, of the West Broadway Urban Village, as shown in Figure 1:

Figure 1: Prohibited Vendor Locations

Prohibited locations shown with bold line  in rights-of-way



D. Waste and Litter Reduction.

1. Vendors shall comply with Seaside Municipal Code sections 8.60 (Priority Impact Plastic Pollution Prevention), 8.62 (Use of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags By Retail Establishments), including the following:
 - a. All vendors within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler.
 - b. All plastic straws, including PLA/bioplastic are prohibited. Exceptions shall be made to the consumer self-identifying as needing a PLA/bioplastic or

plastic straw, whereupon it should be provided to the consumer upon request.

- c. Vendors shall not provide non-compostable single-use plastic bags, cartons, boxes, or containers at the point of sale to customers.
- d. Single-use paper bags provided to customers shall contain a minimum of 75% percent post-consumer recycled fiber and must be recyclable or compostable.
- e. Vendors shall provide clearly marked garbage, recycling, and compost receptacles for immediate use by customers.
- f. Vendors shall pick up, remove and dispose of all garbage, and/or materials dispensed from vending and any residue deposited on the street from the operation thereof every four hours and/or prior to leaving a location where customers were served, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where vending is occurring.

E. Additional Prohibitions.

- 1. Mobile food vendors shall not operate in an unsafe manner, including but not limited to impeding on- or off-site vehicle circulation and obstructing the view of pedestrians by motorists.
- 2. Vending shall not be permitted directly to persons in other vehicles.
- 3. No sales or service of alcohol shall be permitted by mobile food vendors.
- 4. Mobile food vendors shall not operate in the public right-of-way within one full city block of a public or private school within 30 minutes of the beginning or end of the school day, unless written permission of the school principal has been obtained and provided and verified by the City.
- 5. Littering and/or dumping is prohibited.
 - a. Garbage, recycling, and compost waste shall not be disposed of in City receptacles.

- b. Water and wastewater shall not be discharged to the streets or storm drains.

6. Vendors shall be prohibited from amplifying music or audio.

- a. Vendors operating ice cream trucks are exempt from this requirement and shall operate in compliance with SMC 9.12 (Noise Regulations).

F. Violations.

1. Violations of this chapter, reference chapters, and provisions of the license issued by the Monterey County Department of Health is considered a public nuisance and may result in any one or all of the following actions:
 - a. Immediate revocation of any City issued permit or license;
 - b. Repeat violations may result in permanent prohibition from receiving any future City permits or licenses for mobile vending or outdoor dining;
 - c. Administrative citation pursuant to Section 2.56 of the Seaside Municipal Code;
 - d. Fines and penalties;
 - e. Abatement by the City code enforcement;
 - f. Court action, including but not limited to injunction, abatement, and damages upon a showing of a violation of this chapter, including any other remedies or penalties that available.



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: June 1, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL
SERVICES AGREEMENT WITH PAVEMENT ENGINEERING
INCORPORATED TO PROVIDE ENGINEERING DESIGN
SERVICES FOR THE FY 2022/2023 PAVEMENT
REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$385,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional service agreement with Pavement Engineering Incorporated to provide engineering design services for the FY 2022/2023 Pavement Rehabilitation Project for an amount not to exceed \$385,000.00.

BACKGROUND

On February 16, 2023, the City Council approved a 5-Year Street Rehabilitation Policy and street list for the FY 2022/2023 Pavement Rehabilitation Project (Project). The approved street list is attached as Exhibit B (Attachment 3). The estimated cost for the Project is \$2.4 million, which includes 10 residential roadway segments with a mix of recommended rehabilitation treatments.

Staff requested a proposal for pavement design, bid documents, and design services during construction from Pavement Engineering Incorporated (PEI), a firm identified on the city's on call list for engineering design services. PEI's proposal for design services includes pavement analysis, field quantity measurement, monument perpetuation, budget analysis, utility coordination, potholing, right of way surveying (as needed), curb ramp design, preparing plans and technical specifications, bid support and design support during construction. Staff negotiated the initial design professional services

agreement scope and fee with PEI that is presented here for consideration. The design is expected to be completed in December to be able to bid the project in the winter and construct it in spring 2024.

The proposed contract value is within the budgeted limits anticipated for a project of this magnitude. It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with PEI for an amount not to exceed \$385,000.000 for engineering design, bid documents, and design services during construction for the FY 2022/23 Pavement Rehabilitation Project.

FISCAL IMPACT

The proposed professional service agreement is for \$385,000.00. The FY 22/23 Pavement Rehabilitation Project is identified in the FY 2022/2023 Adopted Budget. There are sufficient funds in the pavement rehabilitation project account (212-8920-9600) for the design of FY 22/23 Pavement Rehabilitation Project.

ATTACHMENTS

1. Resolution
 2. PEI Professional Services Agreement
 3. Exhibit B - Approved FY 22-23 Pavement Rehab Street List
-

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 a black, sans-serif font.

Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INCORPORATED TO PREPARE ENGINEERING DESIGN, CONSTRUCTION BID DOCUMENTS, AND DESIGN SERVICES DURING CONSTRUCTION FOR THE FY 2022/2023 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$385,000.00

WHEREAS, on February 16, 2023, the City Council approved a 5-Year Street Rehabilitation Policy and residential street list for the FY 2022/2023 Pavement Rehabilitation Project (Project); and

WHEREAS, the 5-Year Street Rehabilitation Policy identified \$2.4 million in available funding for the Project consisting of resurfacing 10 residential roadway segments with a mix of light to heavy recommended pavement treatments; and

WHEREAS, staff requested and Pavement Engineering Incorporated (PEI) submitted a proposal to provide engineering design, construction bid documents, and construction services during construction; and

WHEREAS, Resolution 22-62 adopted an On-Call Engineering Services list, which consisted of eleven qualified designers, including PEI, for engineering projects on an as needed basis; and

WHEREAS, the Project is identified in the Capital Improvement Program Account No. 212-8920-9600 funded through Measure X and SB1; 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 hereby authorize the City Manager to execute a professional services

agreement with Pavement Engineering Incorporated to provide engineering design, construction bid documents, and design services during construction for the FY 2022/2023 Pavement Rehabilitation Project for an amount not to exceed \$385,000.00.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 1st day of June, 2023 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
PROFESSIONAL SERVICE AGREEMENT
DESIGN FOR THE FY 2022/2023 PAVEMENT REHABILITATION
PROJECT**

THIS AGREEMENT, is made and effective June 1, 2023, between the City of Seaside, a municipal corporation ("Agency") and Pavement Engineering Incorporated, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Eighty-Five Thousand dollars (\$385,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of Contractor. With respect to computer files, Contractor shall make available to Agency, at Consultant's office and upon reasonable written request by Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest,

direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

To Agency:

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

To Consultant:

Pavement Engineering Incorporated
20260 Skypark Drive
Redding, California 96002

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Joe Ririe shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Joe Ririe may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Joe Ririe from Consultant's employ. Should he leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements,

oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit B** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Pavement Engineering Incorporated

By:



Joe Ririe, P.E.
President & Senior Principal

Date:

5/15/2023

AGENCY: City of Seaside

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultants Proposal
	Exhibit B	Request for Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Resolution 22-62 Engineering On Call List



May 8, 2023

MP23-126A

Leslie Llantero
Engineering Division
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Request for Proposal – Pavement Design for the FY 22/23 Pavement Rehabilitation Project

Dear Leslie:

We are pleased to submit our proposal for the subject project. We value our relationship with the City of Seaside and appreciate your continued confidence in our services. Our proposal for this work is outlined below.

SCOPE OF WORK

Our scope of work includes developing treatment options, preliminary budgets, measuring field quantities, preparing contract documents, and estimates. The work associated with this project is broken down into several tasks outlined below.

TASK 1 – PROJECT ADMINISTRATION

This Task includes a kick-off meeting with City of Seaside staff to confirm the project's scope of work, schedule, budget, and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party for each project.

Progress meetings will be arranged to review the work at critical stages. For this project, we are recommending that we meet after we complete the work associated with Task 2 to review and confirm the final treatments and conceptual level budget analysis, then again at the 60% stage, at the 90% stage to review and confirm the final documents and collect comments. We anticipate four (4) meetings, including the kick-off meeting, with City of Seaside staff.

TASK 2 – PAVEMENT ANALYSIS & PRELIMINARY ENGINEERING

The purpose of this task is to gather and confirm all necessary information, either from field measurements or existing archives to facilitate the design and development of the project's contract documents. The end result of this task is to develop a concept level

budget for each project that can be used to refine the project to fit the City's anticipated construction budget. We have separated the anticipated investigation and survey items below and provided a detailed explanation of the expected work for each project.

Phase 2.1 - Pavement Analysis

PEI will perform pavement evaluation services including deflection testing, coring and analysis on all the streets identified in the RFP for the FY 22/23 Pavement Rehabilitation Project. This type of analysis will eliminate the guesswork and ensure that an optimum rehabilitation approach is identified.

The field-testing portion of our work consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection tests will be performed at 100-foot maximum intervals. Coring will be performed at 500-foot maximum intervals over the street segment. The deflection analysis will be performed in general accordance with CTM 356. The City of Seaside will provide the traffic index for the project street. PEI will assist as needed with this effort.

To assist us with the analysis of Grandview Street, we will measure the existing structural section (AC & AB) at each core location. In addition, we will collect two native soil samples to determine the R-value.

Our work excludes pre-marking the core locations and coordination with Underground Service Alert. Because our cores are confined to the existing AC layer or existing structural section thickness, we do not anticipate any utilities. To protect existing utilities, we hand dig our cores through the AB layer and collection of any native soils.

Traffic control will be provided using a vehicle with mounted warning lights conforming to MUTCD for a Mobile Operation. Modifications to this approach will result in additional fees. Flagging will be provided as needed.

For this task, we are proposing that we do not develop a formal report, instead, we will compile our findings in a basis of design memo that summarizes the available treatment options for the City's consideration. Going straight from the raw analysis and data to design saves design funds.

Phase 2.2 - Measure Field Quantities

PEI will physically walk each of the project streets to measure and record all pertinent field quantities, including the location of existing striping, pavement

markers and paint markings; location of underground utility covers; limits of paving transitions, digouts, and other pavement repairs; and the total area of pavement to be rehabilitated. This information will be compiled into the bid schedule.

If we identify any concrete repairs or tree root damage during our field reviews, we will note it and bring it to the City's attention. If the City determines that these areas need to be repaired, PEI will add them to the design.

Phase 2.3 - Monument Perpetuation Research

PEI will subcontract with Geo-West to perform the monument perpetuation research needed for the project. This will be done for all the FY 22/23 Pavement Rehabilitation streets.

The work will assist the City of Seaside with the monument identification and preservation process (State Business and Professions Code Section 8771) by performing a records search to locate any potential recorded survey monuments within the street limits. Our surveyor will prepare a written report that PEI will review with the City to determine which monuments might potentially be disturbed during construction and how to perpetuate them. Our work will include showing the monuments to be perpetuated on the plan set and performing a post-construction cross-check once the contractor is finished to verify the contractor's monument perpetuation work.

At the City's request, PEI can also provide a service to tie-off the existing monuments prior to construction and establish new monumentation after construction. PEI will provide an additional proposal for these services at the City's request, if needed.

Phase 2.4 - Concept Level Budget Analysis

After the site investigations and analysis outlined in Tasks 2.1 through 2.3 are complete, PEI will meet with the City to review the gathered information. As part of the meeting, we will review preliminary cost information for each viable option for the street segment and a life cycle cost analysis (LCCA) to assist the City in selecting the most cost effective and constructible options for the project street.

As part of our meeting, PEI will also discuss any drainage issues that are observed to determine if/ how to implement the needed improvements.

This meeting will be where critical decisions are made about how far the budget can be stretched. At the conclusion of this meeting, PEI and the City will have a clear understanding about the specific design approach that will be implemented for the project. This meeting will be considered the 35% submittal.

In addition to the tasks listed above, PEI will coordinate with City staff to obtain the following information:

- Facility maps from utility agencies
- Other available design data such as drainage facility maps, traffic data, City standards, front-end specifications, etc.

Task 2 Deliverables:

- Design recommendations and preliminary cost estimates (with LCCA) for each roadway segment within each project area for City review.
- Pavement evaluation basis of design memo containing deflection summary sheets, coring and summarized rehabilitation options.

TASK 3 – PLANS, SPECIFICATIONS AND ESTIMATES

Phase 3.1 – 60%, 90% and Final PS&E Submittals

PEI will develop project plans that will convey the design intent and treatments selected during the concept level budget meeting for the FY 22/23 Pavement Rehabilitation Project.

We will use aerial images to develop base sheets and provide details for typical sections, transitions, conforms, digouts, and additional pavement work as necessary. PEI will submit any portion of the maintenance work that requires further clarification in the form of drafted plan views, details, elevations, or cross sections. We will also prepare technical specifications that will incorporate the latest asphalt industry guidelines and criteria. PEI will compile all field quantities collected from Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet for each street segment in the project. This will be considered the 60% submittal.

After the City has reviewed the 60% submittal, PEI will meet to receive and review the comments. We will use these comments from the City to refine the plans and technical specifications. This information will be submitted to the City as the 90% design review.



After the City reviews the 90% submittal, we will meet with staff to resolve any final outstanding issues and will adjust the contract documents accordingly. A final 100% submittal will follow.

We understand that the City will provide the front-end conditions for this project. The striping and pavement markings will match existing.

Phase 3.2 – Utility Research and Coordination

PEI will coordinate with local utility companies and incorporate all utility facilities impacted by the project into the contract documents. PEI will collect the location of all visible utility covers located within the project street limits. This information will be supplemented with information gathered from PEI's outreach to utility companies. PEI will obtain a current listing of utility companies and contact information from the City for this task.

Phase 3.3 – Pothole and Utility Locating (Allowance)

Depending on the rehabilitation treatment selected for each road segment, this work may not be required. However, if FDR is selected as the best rehabilitation option, then PEI is providing an allowance to perform ground penetrating radar (GPR) and/or potholing on any or all of the project streets.

Phase 3.4 – Topographic and Right of Way Survey (Allowance)

As part of our proposal preparation, PEI reviewed all of the project streets. Based on our experience with these types of projects, we think that all of the base sheets can be developed using aerial imagery from Google Earth. The only street that may need surveying and ROW research is Waring Street from Hilby Avenue to Broadway Avenue. We have added an allowance to our quote as a contingency in case it is determined that this work is needed.

Task 3 – Deliverables

- The 60% and 90% plan submittals will be submitted in PDF format. Technical specifications will be submitted in Word format.
- Final approved drawing submittals will include one PDF copy of all the drawing sheets, technical specifications in Word format and an engineer's estimate in PDF format.

TASK 4 – CURB RAMP DESIGNS

As part of the project, PEI will develop designs for the non-compliant curb ramps impacted by the project. The designs will be included as part of the design package. We are budgeting to design forty-five (45) curb ramps associated with the streets included in the FY 22/23 Pavement Rehabilitation Project. Each curb ramp design will include a topographic survey which will be tied to a local temporary benchmark and the necessary elevations and control to assist the contractor with construction. PEI's design will conform to the latest Caltrans A88A and DIB 82-06 guidelines for the curb ramp designs. Based on the field review, it is recognized that some of these curb ramps will not fully comply due to existing physical site constraints. However, our design will focus on making each curb ramp as compliant as possible.

TASK 5 – BID SUPPORT SERVICES

During the bid period, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available to attend a pre-bid meeting and for help with questions from the contractors during the bidding process and reviewing and evaluating bids. All fees for this task will be on a time and materials bases.

TASK 6 – CONSTRUCTION PHASE

Phase 6.1 – General Construction Support Services

During construction, PEI will be available to the City's construction staff to attend construction meetings and respond to contractor questions concerning the plans and specifications. If needed, we will be available to make site visits and respond to RFIs during the construction process. In addition, we can review design questions, submittals, and construction problems. PEI will provide these services on an as-needed basis. All fees for this task will be on a time and materials bases.

Phase 6.2 – Prepare As-Built Drawings

After the project is completed, PEI will create a set of Record Drawings from the Contractor's or Construction Manager's as-built field plans. PEI will provide Record Drawings to include one complete set of 36" x 24" in PDF format. All fees for this task will be on a time and materials basis.

Leslie Llantero
MP23-126A
May 8, 2023
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EXCLUDED WORK

Our work excludes providing topographic survey of roads, researching ROW, developing traffic control or phasing plans, and providing testing, inspection or management services during construction. We also are excluding the design of in-fill sidewalks and any design work related to CEQA or stormwater retention/detention is excluded. Any of the excluded services can be added to our scope at any time for additional fees.

PROPOSED WORK SCHEDULE

We estimate the project will be bid ready in November if we receive authorization to proceed by mid-April. A preliminary schedule is attached. PEI will review the schedule and make refinements if needed during the kick-off meeting.

PROPOSAL FEE & FEE BREAKDOWN

PEI's fee for the work is based on our experience with similar projects performed for the City and throughout the state. Our fee, including allowances, for this work is \$382,015 and is based on a project with a total cost of \$2,4M or \$1.8M for the pavement work only.

The enclosed fee breakdown shows our projected costs for each portion of the project. The individual fees associated with each task will serve as guidelines for progress payments. All fees and costs associated with this project are subject to final negotiation with the City of Seaside. Changes in scope may result in additional fees. The enclosed proposal conditions apply.

Please feel free to contact us at (805) 781-2265 with any questions you may have concerning this proposal.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Project Street List, Preliminary Schedule, Estimated Fee Breakdown
Schedule and Proposal Conditions

pc: C File, M File

**CITY OF SEASIDE
STREET LIST
FY 22/23 PAVEMENT REHABILITATION PROJECT**

STREET NAME	FROM	TO	LENGTH (LF)
Flores Place	Waring Street	Flores Street	150
Flores Street	Broadway Avenue	Mingo Avenue	1,000
Flores Street	Mingo Avenue	La Salle Avenue	1,700
Grandview Street	Luxton Street	Ord Grove Avenue	800
Grandview Street	Ord Grove Avenue	Circle Avenue	380
Harding Street	Broadway Avenue	Elm Avenue	500
Harding Street	Mingo Avenue	Broadway Avenue	960
Lincoln Street	San Pablo Avenue	La Salle Avenue	850
Waring Street	Hilby Avenue	Sonoma Avenue	1,250
Waring Street	Sonoma Avenue	Broadway Avenue	1,000

**CITY OF SEASIDE
PRELIMINARY SCHEDULE
FY 22/23 PAVEMENT REHABILITATION PROJECT**

 Preliminary Schedule

ESTIMATED SCHEDULE BREAKDOWN FOR THE CITY OF SEASIDE FY 22/23 PAVEMENT REAHBILITATION														
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
FY 22/23 PAVEMENT REHABILITATION PROJECT														
	NOTICE TO PROCEED	X												
TASK 1	PROJECT ADMINISTRATION	X	X	X	X	X	X	X	X	X	X	X	X	X
TASK 2	PAVEMENT ANALYSIS & PRELIMINARY ENGINEERING		X											
2.1	Pavement Analysis		X	X										
2.2	Measure Field Quantities		X											
2.3	Monument Perpetuation Research		X	X										
2.4	Concept Level Budget Analysis			X										
TASK 3	PLANS, SPECIFICATIONS and ESTIMATES													
3.1	Prepare 60% Submittal			X	X	X								
3.1	City Review						X							
3.1	Prepare 90% Submittal						X	X						
3.1	City Review							X						
3.1	Prepare 100% Submittal (Final)								X					
3.2	Utility Research and Coordination			X	X	X	X	X	X					
3.3	Pothole and Utility Locating (Allowance)													
3.4	Topographic and Rightof Way Survey (Allowance)													
TASK 4	CURB RAMP DESIGNS		X	X	X	X	X	X	X					
TASK 5	BID SUPPORT SERVICES									X				
TASK 6	CONSTRUCTION SUPPORT SERVICES													X

A preliminary schedule will be reviewed and discussed at the kickoff meeting and revised again after the preliminary engineering phase is complete.



**FEE BREAKDOWN SCHEDULE
FOR THE
CITY OF SEASIDE
FY 22/23 PAVEMENT REHABILITATION PROJECT**

TASK 1 PROJECT ADMINISTRATION				
Position		Rate	Hours	Total
Senior Principal Engineer		\$260	32	\$8,320
Associate Engineer		\$180	32	\$5,760
			Est. Total:	\$14,080
TASK 2 PAVEMENT ANALYSIS & PRELIMINARY ENGINEERING				
Phase 2.1 Pavement Analysis				
Senior Principal Engineer		\$260	4	\$1,040
Assistant Engineer		\$180	18	\$3,240
Senior Engineering Technician		\$155	4	\$620
Clerical		\$80	2	\$160
Dynaflect Operator		\$525	6	\$3,150
Coring Technician		\$430	6	\$2,580
Dynaflect & Coring Crew Preparation		\$155	2	\$310
Lab Manager (R-value)		\$180	1	\$180
Lab Technician (R-value)		\$115	12	\$1,380
Traffic Control				\$0
Mobilization				\$5,410
			Est. Total:	\$18,070
Phase 2.2 Measure Field Quantities				
Associate Engineer		\$180	4	\$720
Senior Engineering Technician		\$155	32	\$4,960
			Est. Total:	\$5,680
Phase 2.3 Monument Perpetuation				
Associate Engineer		\$180	2	\$360
Geo -West - Monument Perpetuation Report				\$2,625
			Est. Total:	\$2,985
Phase 2.4 Concept Level Budget Analysis				
Senior Principal Engineer		\$260	2	\$520
Associate Engineer		\$180	4	\$720
Senior Engineering Technician		\$155	8	\$1,240
			Est. Total:	\$2,480

**FEE BREAKDOWN SCHEDULE
FOR THE
CITY OF SEASIDE
FY 22/23 PAVEMENT REHABILITATION PROJECT
(Continued)**

TASK 3 PLANS, SPECIFICATIONS and ESTIMATES				
Phase 3.1 60%, 90% and Final PS&E Submittals				
Senior Principal Engineer	\$260	65	\$16,900	
Associate Engineer	\$180	104	\$18,720	
Senior Engineering Technician	\$155	195	\$30,225	
Engineering Technician	\$135	195	\$26,325	
			Est. Total:	\$92,170
Phase 3.2 Utility Research and Coordination				
Senior Principal Engineer	\$260	2	\$520	
Associate Engineer	\$180	4	\$720	
Senior Engineering Technician	\$155	16	\$2,480	
			Est. Total:	\$3,720
Phase 3.3 Pothole and Utility Locating (Allowance)				
Senior Principal Engineer	\$260	6	\$1,560	
Associate Engineer	\$180	20	\$3,600	
Utility Locating Service			\$12,500	
Potholing Service			\$25,000	
			Est. Total	\$42,660
Phase 3.4 Topographic and Right of Way Survey (Allowance)				
Senior Principal Engineer	\$260	8	\$2,080	
Associate Engineer	\$180	40	\$7,200	
Geo-West			\$20,000	
			Est. Total	\$29,280
TASK 4 CURB RAMP DESIGNS				
Senior Principal Engineer	\$260	1	\$260	
Senior Associate Engineer	\$190	8	\$1,520	
Associate Engineer	\$180	4	\$720	
Senior Engineering Technician	\$155	2	\$310	
Geo-West (Topo Per Ramp)			\$385	
			Est. Fee Per Ramp	\$3,195
Estimated Number of Ramps				45
			Est. Sub-Total	\$143,775



**FEE BREAKDOWN SCHEDULE
 FOR THE
 CITY OF SEASIDE
 FY 22/23 PAVEMENT REHABILITATION PROJECT
 (Continued)**

TASK 5 BID SUPPORT SERVICES			
Senior Principal Engineer	\$260	4	\$1,040
Assistant Engineer	\$180	4	\$720
Est. Total:			\$1,760
TASK 6 CONSTRUCTION SUPPORT			
Phase 6.1 General Construction Services			
Senior Principal Engineer	\$260	40	\$10,400
Associate Engineer	\$180	40	\$7,200
Senior Engineering Technician	\$155	40	\$6,200
Est. Total:			\$23,800
Phase 6.2 Prepare As-Built Drawings			
Senior Principal Engineer	\$260	2	\$520
Associate Engineer	\$180	12	\$2,160
Senior Engineering Technician	\$155	12	\$1,860
Est. Total:			\$4,540
Total Estimated Project Fee:			\$385,000



PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering services will be charged on a time and materials basis will be charged at the applicable hourly rates.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. Payment: Invoices will be submitted monthly. All invoices are due within 30 days. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.





**REQUEST FOR PROPOSAL
PAVEMENT DESIGN & CONSTRUCTION MANAGEMENT SERVICES
FOR THE
FY 22/23 PAVEMENT REHABILITATION PROJECT**

The City of Seaside (City) is seeking to retain qualified professional engineering services for the preparation of design and construction bid documents, construction inspection and testing, and overall construction management services for the FY 22/23 Pavement Rehabilitation Project (Project). The City adopted a street list for the Project attached hereto as Attachment A. Evaluations of all the sidewalks were also conducted to determine ADA compliance, and findings for the selected street segments are attached as Attachment B. The total Project budget is \$2.4M, paid for with Measure X and Senate Bill 1 funds.

PROPOSAL REQUIREMENTS

Proposals should clearly state respondent's approach to providing the required services and should address the items below:

1. Describe the services and activities as they relate to the proposed scope of work that the project team proposes to provide to the City for this project. Provide a clear and concise detailed scope of work tied to the proposed project schedule as described below. Indicate deliverables to be submitted at each milestone.
2. Provide schedule showing phases and major benchmarks in the scope of work. Allow two weeks for each submittal review by the City staff in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal.
3. Provide a cost proposal for each task. The fee for services will be a lump sum billed by percentage of task completed or an agreed maximum and no part of the fees for other services will be based upon a cost-plus-a-percentage or a cost using a multiplier.

SCOPE OF WORK

The selected consultant is expected to review and provide recommended pavement rehabilitation and/or reconstruction for the selected street segments and shall provide the following services:

Task 1 – Design Services

1. Conduct kick off meeting with city staff. This meeting will allow for introduction of project team, discussion of scope of work, receipt of project information, and discussion of project schedule.
2. Consultant shall prepare and attend progress meetings with City staff after each design submittal. Meeting minutes will be prepared by Consultant and forwarded to city personnel within one day of the meeting.
3. Conduct site investigations as necessary to determine utility locations and R values. For streets requiring full depth reconstruction, where excavation will extend below the existing structural section, electronic locating and potholing may be required.
4. Consultant shall provide design coordination services with affected utility companies of non City-owned utilities & facilities. Non-City (privately) owned utilities include water, electrical, gas, cable television, and communications. City shall receive copies of all correspondences between the Consultant and the utility companies.
5. Conduct deflection testing and pavement coring to further investigate the treatment selections for each street segment and provide project level recommendations.
6. Prepare project scoping document and budgetary estimate for each street segment.
7. Review the curb ramp evaluation provided as Attachment B. Design any necessary accessibility improvements based on topographic survey.
8. Design all necessary improvements including but not limited to; structural sections, accessible sidewalks, curb & gutter, storm drain, utility conflicts, curb returns and ADA improvements. Prepare geotechnical investigation & reports as required.
9. Prepare scaled engineering drawings, technical specifications and probable construction cost (PS&E) for each segment. Submittals shall be made at the 60%, 90%, and 100% Final PS&E stages for city staff review and approval. Final submittal shall be made after city's approval of 100% Final PS&E as specified below:
 - One (1) original set of the plans. Plans shall be signed and stamped by a licensed Civil Engineer. Plans shall be in 24"x36" format, at a scale not less than 1 inch = 20 feet.
 - One (1) original of the construction specifications (unbound) shall be provided.
 - One (1) original of the construction cost estimate shall be provided.
 - Electronic (Digital) versions of the plan, specifications and estimate shall be provided in Adobe PDF, MS Excel, and AutoCAD dwg format, as appropriate.
10. Provide advertising and bid support. Prepare changes to the construction contract documents, including plans, specifications, and estimates to the level of detail appropriate for an addendum during the bidding period.

Task 2 – Design Support During Construction

The selected consultant shall provide support services during the period of construction contract administrations as requested by the City for the purposes of clarifying design elements and contract requirements for the construction of the project. The design support during construction services include but not limited to the following:

1. Reviewing shop drawings and other submittals required for the administration of the construction contract as requested by the City. Consultant shall review or take other appropriate action required by Contractor's submittals as requested by City, including any re-design if appropriate.
2. Respond to Requests for Information (RFI's) – Respond to the Contractor's RFI's and provide clarifications of the Plans, Specifications, and Estimate (PS&E) documents for the Project.
3. Attend, or otherwise participate via telephone, meetings as requested by the City during the period of construction contract administration.
4. Provide General Support services during the construction phase as requested by the City, such as participate in regular and ad-hoc project meetings; responding to telephone, electronic mail, or written inquiries from the City; and provide general administrative support.
5. Prepare modifications and adjustments to plans to facilitate safe operations and assist with other potential changes as they may arise.
6. Prepare as-built record drawings for the project based on contractor redlines and CCO's that were prepared during the course of construction. As-built record drawings shall be prepared within sixty (60) calendar days from the Consultants receipt of one clean, complete set of redlined plans from the Contractor.

Task 3 – Construction Management & Inspection Service

The selected consultant shall be responsible to provide complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contract, as well as oversight of all activities taken by outside entities in connection with the project. In addition to a construction manager, the consultant shall provide a qualified individual to serve as Resident Engineer (RE). The RE shall be a professional engineer registered in the State of California, shall have served as RE for a construction contract based on Caltrans standard specifications and special provisions within the last five (5) years. The selected consultant shall be responsible for but not limited to the following:

1. Providing inspection services during contractor working hours which may include some work during night and weekend hours. Consultant shall be responsible for compiling and organizing the information and documentation required to be kept on file.
2. Assisting the City with negotiations and decisions related to changes to the construction contract, e.g. contract change orders, and to methods to reduce the potential cost and impacts of the construction.

- NOT IN CONTRACT**
3. Provide weekly updates to the City regarding the ongoing and upcoming activities that impact, or may impact, the use of the project area by the public, nearby property owners, and tenants of properties in the vicinity of the project.
 4. Creating and maintaining documents and logs of activities related to the construction of the project in accordance with generally accepted practices for the administration of the construction contracts.
 5. Ensure that the materials incorporated into the construction of the project conform to the applicable provisions of the construction contract documents. Consultant shall arrange for an accredited laboratory and qualified personnel to perform the oversight, testing and reviews required to ensure that the materials incorporated into the construction of the project conform to the construction contract documents.
 6. Perform the necessary construction survey staking for the construction of the project and the placement, and required recording, of survey monuments as indicated in the construction contract documents and required to maintain existing recorded monuments.
 7. Provide a qualified, and appropriately registered, individual, or individuals, to act as Survey Resident Engineer responsible for the construction survey staking, survey monument installation and recording activities required for the project.
 8. Maintain a set of full-sized construction contract plans and special provisions to markup and provide to City as a complete set of As-Built plans and special provision redlined markups once construction activities have ended. The complete set of As-Built plans and special provision markups shall be legible and suitable for the City to provide the markups to the City's designer for developing electronic versions of the As-Built plans and special provisions.
 9. The consultant shall be responsible for the various activities and documentation required to close out the construction contract in accordance with the contract documents.

Attachments

- Exhibit A. Adopted street list, recommended rehabilitation treatments, and estimated costs
- Exhibit B. DakTrak ADA Compliance Report for street segments

Exhibit A
FY 2022/23 Pavement Rehabilitation Project
Street List

Street Name	Begin Location	End Location	Lanes	PCI	Recommended Treatment	Total Cost
FLORES PL	WARING ST	FLORES ST	1	51	Light Rehabilitation	\$ 28,997.02
FLORES ST	BROADWAY AVE	MINGO AVE	2	40	Heavy Rehabilitation	\$ 368,244.00
FLORES ST	MINGO AVE	LA SALLE AVE	2	32	Heavy Rehabilitation	\$ 609,687.00
GRANDVIEW ST	LUXTON ST	ORD GROVE AVE	2	33	Heavy Rehabilitation	\$ 259,392.00
GRANDVIEW ST	ORD GROVE AVE	CIRCLE	2	14	Reconstruction	\$ 349,943.55
HARDING ST	BROADWAY AVE	ELM AVE	1	39	Heavy Rehabilitation	\$ 106,786.90
HARDING ST	MINGO AVE	BROADWAY AVE	1	34	Heavy Rehabilitation	\$ 222,915.00
LINCOLN ST	SAN PABLO AVE	LA SALLE AVE	1	31	Heavy Rehabilitation	\$ 148,610.00
WARING ST	HILBY AVE	SONOMA AVE	1	53	Light Rehabilitation	\$ 198,436.00
WARING ST	SONOMA AVE	BROADWAY AVE	1	53	Light Rehabilitation	\$ 157,704.40
Total						\$2,450,715.87

Exhibit B
Pavement Design & Construction Management Services
FY 2022/23 Pavement Rehabilitation Project

Follow the link to access the DAKTrak report for the street segments:

<https://fs.ci.seaside.ca.us:5001/sharing/GSvFuc1e1>

There are reports for each street in pdf, kml, excel, and GIS format.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

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

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

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

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

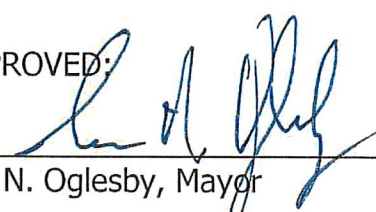
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

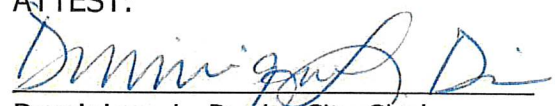
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



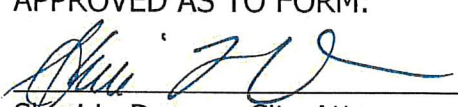
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

**Schaaf & Wheeler, Consulting Civil
Engineers**

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070

Exhibit B
FY 2022/23 Pavement Rehabilitation Project
Street List

Street Name	Begin Location	End Location	Lanes	PCI	Recommended Treatment	Total Cost
Flores Pl	Waring St	Flores St	1	51	Light Rehabilitation	\$28,997.02
Flores St	Broadway Ave	Mingo Ave	2	40	Heavy Rehabilitation	\$368,244.00
Flores St	Mingo Ave	La Salle Ave	2	32	Heavy Rehabilitation	\$609,687.00
Grandview St	Luxton St	Ord Grove Ave	2	33	Heavy Rehabilitation	\$259,392.00
Grandview St	Ord Grove Ave	Circle Ave	2	14	Reconstruction	\$349,943.55
Harding St	Broadway Ave	Elm Ave	1	39	Heavy Rehabilitation	\$106,786.90
Harding St	Mingo Ave	Broadway Ave	1	34	Heavy Rehabilitation	\$222,915.00
Lincoln St	San Pablo Ave	La Salle Ave	1	31	Heavy Rehabilitation	\$148,610.00
Waring St	Hilby Ave	Sonoma Ave	1	53	Light Rehabilitation	\$198,436.00
Waring St	Sonoma Ave	Broadway Ave	1	53	Light Rehabilitation	\$157,704.40
						\$2,450,715.87



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INCORPORATED TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE "HOT SPOT" PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$93,650.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional service agreement with Pavement Engineering Incorporated to provide engineering design services for the "Hot Spot" Pavement Repair Project for an amount not to exceed \$93,650.00.

BACKGROUND

On March 2, 2023, the City Council approved the Streets Pavement Rehabilitation Funding Policy (Policy) through the proposed modifications to the FY 2022-2023 Annual Operating Budget detailed in the Mid-Year Financial Report (Resolution 23-52). The Policy was created to provide additional funding sources for street maintenance and rehabilitation. The Policy provides, at mid year review, twenty five percent (25%) of any projected year end operating budget surplus will be committed to the following year pavement rehabilitation project. The FY 2022/23 projected year-end operating surplus is \$2.5M, yielding approximately \$614k to be committed to the next year's pavement rehabilitation project.

Staff requested a proposal from PEI for design services for a "Hot Spot" Pavement Repair Project (Project). The Project would entail field investigation and evaluation of pothole locations based upon the Public Works crew, frequently requested locations, and See Click Fix reported pothole locations. The evaluation will present a mixture of

permanent repair as well as temporary repair options. The temporary repairs are meant to act as a barrier such that the roadway does not further deteriorate and to act as a stop gap measure until funding is obtained for a more appropriate treatment.

Upon completion of this task, the evaluations will be prioritized based upon the available budget. PEI will prepare bid documents for selected treatments for the construction of the "Hot Spot" Pavement Repair Project. Staff negotiated the initial design contract with PEI that is presented here for consideration.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with PEI for an amount not to exceed \$93,650.00 for engineering design, bid documents, and design services during construction for the "Hot Spot" Pavement Repair Project.

ENVIRONMENTAL COMPLIANCE

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The proposed project would consist of repairing pavement sections on city streets which would not result in an expansion or significant modification of the existing roadway. Therefore, there are no significant impacts associated with the pavement repair Project.

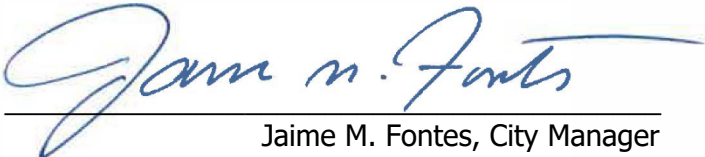
FISCAL IMPACT

The proposed professional service agreement is for amount not to exceed \$93,650.00. There are sufficient funds in the pavement rehabilitation project account (212-8920-9600) for the design of "Hot Spot" Pavement Repair Project.

ATTACHMENTS

1. Resolution
2. PEI "Hot Spot" Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT
ENGINEERING INCORPORATED TO PROVIDE ENGINEERING SERVICES FOR
THE "HOT SPOT" PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO
EXCEED \$93,650.00**

WHEREAS, the City Council approved the Streets Pavement Rehabilitation Fund Policy (Policy) to augment the existing pavement maintenance and rehabilitation funding received from Measure X and Local Streets and Roads Fund Program (SB1); and

WHEREAS, the Policy provides, at mid-year review, twenty five percent (25%) of any projected year end operating surplus will be committed to the following year pavement rehabilitation project; and

WHEREAS, staff developed a "Hot Spot" Pavement Repair Project (Project) that investigates and evaluates potholes for permanent repairs as well as provide temporary repair options for locations throughout the city based upon frequent pothole requests and See Click Fix reports; and

WHEREAS, staff requested and Pavement Engineering Incorporated (PEI) submitted a proposal to provide engineering design for the Project; and

WHEREAS, Resolution 22-62 adopted an On-Call Engineering Services list, which consisted of eleven qualified designers, including PEI, for engineering projects on an as needed basis; and

WHEREAS, the Project will be funded through the pavement rehabilitation account (212-8920-9600); 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 hereby authorize the City Manager to execute a professional services agreement with Pavement Engineering Incorporated to provide engineering design for the "Hot Spot" Pavement Repair Project for an amount not to exceed \$93,650.00.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 1st day of June, 2023 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT DESIGN FOR THE HOT SPOT PAVEMENT REPAIR PROJECT

THIS AGREEMENT, is made and effective June 1, 2023, between the City of Seaside, a municipal corporation ("Agency") and Pavement Engineering Incorporated, corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Ninety Three Thousand Six Hundred Fifty dollars (\$93,650.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of Contractor. With respect to computer files, Contractor shall make available to Agency, at Consultant's office and upon reasonable written request by Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest,

direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

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

To Consultant: Pavement Engineering Incorporated
20260 Skypark Drive
Redding, California 96002

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Joe Ririe shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Joe Ririe may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Joe Ririe from Consultant's employ. Should he leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements,

oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit B** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Pavement Engineering Incorporated

By: _____

Joe Ririe, P.E.
President & Senior Principal

Date: 5/18/2023

AGENCY: City of Seaside

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultants Proposal
	Exhibit B	Request for Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Resolution 22-62 Engineering On Call List



May 15, 2023

MP23-149A

Leslie Llantero
Engineering Division
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Request for Proposal – Pavement Design for the 2023 Hot Spot Repair Project

Dear Leslie:

We are pleased to submit our proposal for the subject project. We value our relationship with the City of Seaside and appreciate your continued confidence in our services. Our proposal for this work is outlined below.

SCOPE OF WORK

Our scope of work includes developing treatment options, preliminary budgets, measuring field quantities, preparing contract documents, and estimates. It is anticipated that this project will have a quick turnaround.

The work associated with this project is broken down into several tasks outlined below.

TASK 1 – PROJECT ADMINISTRATION

This Task includes a kick-off meeting with City of Seaside staff to confirm the project's scope of work, schedule, budget, and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party for each project.

Progress meetings will be arranged to review the work at critical stages. For this project, we are recommending that we meet after we complete the work associated with Task 2 to review and confirm the final treatments and conceptual level budget analysis, then again at the 60% stage, at the 90% stage to review and confirm the final documents and collect comments. We anticipate three (3) meetings, including the kick-off meeting, with City of Seaside staff.

We are also budgeting for a presentation at the City Council meeting.

TASK 2 – PAVEMENT REVIEW & PRELIMINARY ENGINEERING

The purpose of this task is to gather and confirm all necessary information, either from field measurements or existing archives to facilitate the design and development of the project's contract documents. The end result of this task is to develop a concept level budget for each project that can be used to refine the project to fit the City's anticipated construction budget. We have separated the anticipated investigation and survey items below and provided a detailed explanation of the expected work for each project.

Phase 2.1 – “Hot Spot” Pavement Review and Street List Development

PEI will assist the City in reviewing and selecting the project streets that will be included in the “Hot Spot” Repair Project. Our scope includes working with the City to gather candidate streets for consideration and performing a field review the candidate streets. The project streets will come from the City's street crew list and the City's “See, Click, Fix” web site. The field review will be performed by an engineer with extensive pavement design experience. The purpose of this phase of work will be to quantify the total amount of needed repairs within the City from these two lists.

Phase 2.2 - Measure Field Quantities

PEI will physically walk each of the project streets to measure and record all pertinent field quantities, including the location of existing striping, pavement markers and paint markings; location of underground utility covers; limits of paving transitions, digouts, and other pavement repairs. This information will be compiled into the bid schedule.

If we identify any concrete repairs or tree root damage during our field reviews, we will note it and bring it to the City's attention to determine if the repairs should be added to the contract.

Phase 2.3 – Pavement Evaluation (Optional)

PEI will core the existing pavement and measure the existing AC layer thickness. This information will be used to determine digout depths during design. Knowing this information will help eliminate change orders during construction relating to unknown or assumed pavement depths.

Phase 2.4 - Concept Level Budget Analysis and Multi-Year Plan Development

After the site investigations and analysis outlined in Task 2.1 and 2.2 are complete, PEI will meet with the City to review the gathered information. As part of the meeting, we will review preliminary cost information for each viable option for the street segment and a life cycle cost analysis (LCCA) to assist the City in selecting the most cost effective and constructible options for each of the identified areas.

As part of this task, PEI will prepare and present a multi-year plan to address the needed repairs based on the City's General Fund Streets Policy money the City Council has allocated to the City Manager and his team. This meeting will be considered the 35% submittal.

Task 2 Deliverables:

- Preliminary Budget and Multi-Year Plan for City review.

TASK 3 – PLANS, SPECIFICATIONS AND ESTIMATES

Phase 3.1 – 60%, 90% and Final PS&E Submittals

PEI will develop project plans and technical specifications that will convey the design intent and treatments selected during the concept level budget meeting for the "Hot Spot" Repair Project.

We will use aerial images to develop base sheets and provide details for typical sections, transitions, conforms, digouts, and additional pavement work as necessary. PEI will submit any portion of the maintenance work that requires further clarification in the form of drafted plan views, details, elevations, or cross sections. We will also prepare technical specifications that will incorporate the latest asphalt industry guidelines and criteria. PEI will compile all field quantities collected from Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet for each project. This will be considered the 60% submittal.

After the City has reviewed the 60% submittal, PEI will meet to receive and review the comments. We will use these comments from the City to refine the plans and technical specifications. This information will be submitted to the City as the 90% design review.

After the City reviews the 90% submittal, we will meet with staff to resolve any final outstanding issues and will adjust the contract documents accordingly. A final 100% submittal will follow.

We understand that the City will provide the front-end conditions for this project. The striping and pavement markings will match the existing and only be replaced in the impacted repair areas.

Task 3 – Deliverables

- The 60% and 90% plan submittals will be submitted in PDF format. Technical specifications will be submitted in Word format.
- Final approved drawing submittals will include one PDF copy of all the drawing sheets, technical specifications in Word format and an engineer's estimate in PDF format.

TASK 4 – BID SUPPORT SERVICES

During the bid period, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available to attend a pre-bid meeting and for help with questions from the contractors during the bidding process and reviewing and evaluating bids. All fees for this task will be on a time and materials bases.

TASK 5 – CONSTRUCTION PHASE

Phase 5.1 – General Construction Support Services

During construction, PEI will be available to the City's construction staff to attend construction meetings and respond to contractor questions concerning the plans and specifications. If needed, we will be available to make site visits and respond to RFIs during the construction process. In addition, we can review design questions, submittals, and construction problems. PEI will provide these services on an as-needed basis. All fees for this task will be on a time and materials bases.

Phase 5.2 – Prepare As-Built Drawings

After the project is completed, PEI will create a set of Record Drawings from the Contractor's or Construction Manager's as-built field plans. PEI will provide Record Drawings to include one complete set of 36" x 24" in PDF format. All fees for this task will be on a time and materials basis.

EXCLUDED WORK

Our work excludes providing topographic survey of roads, researching ROW, developing traffic control or phasing plans, designing curb ramps, coring to determine the existing pavement thickness, potholing, utility locating, monument research, and providing testing, inspection or management services during construction. We also are excluding the design of in-fill sidewalks and any design work related to CEQA or stormwater retention/detention is excluded. Any of the excluded services can be added to our scope at any time for additional fees.

PROPOSED WORK SCHEDULE

We estimate the project will be bid ready in August if we receive authorization to proceed in May. A preliminary schedule is attached that outlines submitting 100% plans and specs on or before June 29, 2023. PEI will review the schedule and make refinements if needed during the kick-off meeting.

PROPOSAL FEE & FEE BREAKDOWN

PEI's fee for the work is based on our experience with similar projects performed for the City and throughout the state. Our fee for this work is \$93,650 and is based on a project with an estimated program cost of \$600,000 for the 2023 Hot Spot Repair Program. Future projects will be negotiated after the multi-year plan has been approved.

The enclosed fee breakdown shows our projected costs for each portion of the project. The individual fees associated with each task will serve as guidelines for progress payments. All fees and costs associated with this project are subject to final negotiation with the City of Seaside. Changes in scope may result in additional fees. The enclosed proposal conditions apply.

Please feel free to contact us at (805) 781-2265 with any questions you may have concerning this proposal.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Preliminary Schedule, Estimated Fee Breakdown Schedule,
Proposal Conditions

pc: C File, M File

**CITY OF SEASIDE
PRELIMINARY SCHEDULE
2023 HOT SPOT PAVEMENT REPAIR PROJECT**

 Preliminary Schedule

ESTIMATED SCHEDULE BREAKDOWN FOR THE CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT		Apr	May	Jun	Jul	Aug	Sep	Oct
HOT SPOT REPAIR PROJECT								
	NOTICE TO PROCEED		X					
TASK 1	PROJECT ADMINISTRATION		X	X	X	X	X	X
TASK 2	PAVEMENT ANALYSIS & PRELIMINARY ENGINEERING		X					
2.1	Pavement Review and Street List Development		X					
2.2	Measure Field Quantities		X					
2.3	Pavement Evaluation (Optional)		X					
2.4	Concept Level Budget Analysis		X					
TASK 3	PLANS, SPECIFICATIONS and ESTIMATES							
3.1	Prepare 60% Submittal		X					
3.1	City Review (1 weeks)		X					
3.1	Prepare 90% Submittal			X				
3.1	City Review (2 weeks)			X				
3.1	Prepare 100% Submittal (Final)			X				
TASK 4	BID SUPPORT SERVICES				X			
TASK 5	CONSTRUCTION SUPPORT SERVICES					X	X	X

A preliminary schedule will be reviewed and discussed at the kickoff meeting and revised again after the preliminary engineering phase is complete.

**FEE BREAKDOWN SCHEDULE
CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT**

TASK 1 PROJECT ADMINISTRATION				
	Position	Rate	Hours	Total
	Senior Principal Engineer	\$260	32	\$8,320
	Associate Engineer	\$180	24	\$4,320
	Senior Engineering Technician	\$155	8	\$1,240
			Est. Total:	\$13,880
TASK 2 PAVEMENT ANALYSIS & PRELIMINARY ENGINEERING				
Phase 2.1 Pavement Review and Street List Development				
	Senior Principal Engineer	\$260	16	\$4,160
	Senior Engineering Technician	\$155	40	\$6,200
			Est. Total:	\$10,360
Phase 2.2 Measure Field Quantities				
	Associate Engineer	\$180	4	\$720
	Senior Engineering Technician	\$155	40	\$6,200
			Est. Total:	\$6,920
Phase 2.3 Pavement Analysis (Optional)				
	Senior Principal Engineer	\$260	2	\$520
	Associate Engineer	\$180	8	\$1,440
	Senior Engineering Technician	\$155	1	\$155
	Clerical	\$80	1	\$80
	Coring Technician	\$430	8	\$3,440
	Dynaffect & Coring Crew Preparation	\$155	1	\$155
	Traffic Control			\$4,000
	Mobilization			\$5,210
			Est. Total:	\$15,000
Phase 2.4 Concept Level Budget Analysis and Multi-Year Plan Development				
	Senior Principal Engineer	\$260	10	\$2,600
	Associate Engineer	\$180	2	\$360
	Senior Engineering Technician	\$155	24	\$3,720
			Est. Total:	\$6,680
TASK 3 PLANS, SPECIFICATIONS and ESTIMATES				
Phase 3.1 60%, 90% and Final PS&E Submittals				
	Senior Principal Engineer	\$260	14	\$3,640
	Associate Engineer	\$180	23	\$4,140
	Senior Engineering Technician	\$155	43	\$6,665
	Engineering Technician	\$135	43	\$5,805
			Est. Total:	\$20,250

**FEE BREAKDOWN SCHEDULE
 CITY OF SEASIDE
 2023 HOT SPOT PAVEMENT REPAIR PROJECT
 (Continued)**

TASK 4 BID SUPPORT SERVICES				
Senior Principal Engineer	\$260	3	\$780	
Assistant Engineer	\$180	3	\$540	
Est. Total:			\$1,320	
TASK 5 CONSTRUCTION SUPPORT				
Phase 5.1 General Construction Services				
Senior Principal Engineer	\$260	24	\$6,240	
Associate Engineer	\$180	24	\$4,320	
Senior Engineering Technician	\$155	24	\$3,720	
Est. Total:			\$14,280	
Phase 5.2 Prepare As-Built Drawings				
Senior Principal Engineer	\$260	2	\$520	
Associate Engineer	\$180	4	\$720	
Senior Engineering Technician	\$155	24	\$3,720	
Est. Total:			\$4,960	
Total Estimated Project Fee:			\$93,650.00	

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering services will be charged on a time and materials basis will be charged at the applicable hourly rates.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. Payment: Invoices will be submitted monthly. All invoices are due within 30 days. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



REQUEST FOR PROPOSAL

2023 PAVEMENT BASE REPAIRS (HOT SPOT) PROJECT

The City of Seaside (City) is seeking to retain qualified professional engineering services for the preparation of design and construction bid documents for the 2023 Pavement Base Repair (Dig Out) Project (Project). The City developed a list of proposed dig out locations attached hereto as Attachment A.

Proposal shall provide a clear and concise detailed approach to providing the required services identified in the scope of work below. Provide a proposed schedule for delivery tied to the scope of work. Indicate deliverables to be submitted at each milestone. A progress meeting should be held after each submittal. Provide cost proposal for each task. The fee for services will be a lump sum billed by percentage of task completed.

SCOPE OF WORK

Task 1 – Design Services

1. Conduct kick-off meeting with city staff. This meeting will allow for introduction of project team, discussion of scope of work, receipt of project information, and discussion of project schedule.
2. Consultant shall prepare and attend progress meetings with City staff after each design submittal. Meeting minutes will be prepared by Consultant and forwarded to city personnel within one day of the meeting.
3. Conduct site investigation and evaluate the pavement condition, identify and quantify base repair (dig out) areas for all locations identified by the City and attached hereto as Attachment A.
4. Design base repair improvements based upon the site investigation and evaluation of the proposed dig out locations.
5. Prepare scaled engineering drawings, technical specifications and probable construction cost (PS&E). Submittals shall be made at the 90%, and 100% Final PS&E stages for city staff review and approval. Final submittal shall be made after city's approval of 100% Final PS&E as specified below:
 - One (1) original set of the plans. Plans shall be signed and stamped by a licensed Civil Engineer. Plans shall be in 24"x36" format, at a scale not less than 1 inch = 20 feet.
 - One (1) original of the construction specifications (unbound) shall be provided.
 - One (1) original of the construction cost estimate shall be provided.

- Electronic (Digital) versions of the plan, specifications and estimate shall be provided in Adobe PDF, MS Excel, and AutoCAD dwg format, as appropriate.
- 6. Provide advertising and bid support. Prepare changes to the construction contract documents, including plans, specifications, and estimates to the level of detail appropriate for an addendum during the bidding period.

Task 2 – Design Support During Construction

The selected consultant shall provide support services during the period of construction contract administrations as requested by the City for the purposes of clarifying design elements and contract requirements for the construction of the project. The design support during construction services include but not limited to the following:

1. Reviewing shop drawings and other submittals required for the administration of the construction contract as requested by the City. Consultant shall review or take other appropriate action required by Contractor's submittals as requested by City, including any re-design if appropriate.
2. Respond to Requests for Information (RFI's) – Respond to the Contractor's RFI's and provide clarifications of the Plans, Specifications, and Estimate (PS&E) documents for the Project.
3. Attend, or otherwise participate via telephone, meetings as requested by the City during the period of construction contract administration.
4. Provide General Support services during the construction phase as requested by the City, such as participate in regular and ad-hoc project meetings; responding to telephone, electronic mail, or written inquiries from the City; and provide general administrative support.
5. Prepare modifications and adjustments to plans to facilitate safe operations and assist with other potential changes as they may arise.
6. Prepare as-built record drawings for the project based on contractor redlines and CCO's that were prepared during the course of construction. As-built record drawings shall be prepared within sixty (60) calendar days from the Consultants receipt of one clean, complete set of redlined plans from the Contractor.
7. Record the pavement base repairs in the City's Streetsaver program.

Attachments

- A. Hot Spot Location list

Attachment A
Hot Spot Locations List

Public Works Crew List		
#	Location	Notes
1	775 Trinity Avenue	at driveway
2	Calaveras @ Sonoma	near Auto Zone
3	Calaveras @ Amador	
4	Elm @ Fremont	east of Fremont on Elm
5	Middle of Elm & Terrace	
6	1189 Elm	
7	Intersection of Elm & San Lucas	questionable
8	1267-1272 Elm	questionable
9	1020 Trinity	
10	932 Trinity	
11	906 & 916 Trinity	
12	Trinity west of Virginia	
13	900 Block of Wanda	East of Virginia
14	Hamilton @ Fremont	East of Fremont
15	1022 Palm	toward Fremont
16	Baker north of Clementina to Birch	
17	Waring north of La Salle	at stop bar
18	Santa Clara @ Waring	at corner
19	Waring @ Mira Monte	
20	Luzern @ Mira Monte	
21	2000 block of Waring	between Ord Grove and Military
22	Circle Avenue Waring to Grandview	
23	Metz Waring to Grandview	
24	Yosemite north of La Salle	at stop bar
25	Del Monte between Clementina to Contra Costa	southbound lanes
26	Imperial @ Amador	
27	375 Amador	
28	Elm @ Imperial	
29	Elm @ Imperial (EB)	
30	Imperial @ Palm	needs v gutter(?)
31	Elm @ Amador	
32	Hilsdale @ Amador	
33	Ord Grove @ Luxton	corner
34	Yosemite @ Ord Grove	

Exhibit A
Hot Spot Locations List

See Click Fix		
	Parsed street and number	Address
		Description
1	2000 Grandview St	2000 Grandview St Seaside CA 93955, United States
2	1148 Isabelle Ct	1148 Isabelle Ct Seaside CA 93955, United States
3	2005 Cross St	2005 Cross St Seaside, CA, 93955, USA
4	Williams Ave	Williams Ave Seaside, California, 93955
5	1086 Hamilton Ave	1086 Hamilton Ave Seaside, California, 93955
6	645 Hamilton Ave	645 Hamilton Ave Seaside CA 93955, United States
7	1623 Darwin St	1623 Darwin St Seaside CA 93955, United States
8	1100-1198 Carson St	1100-1198 Carson St Seaside, CA, 93955, USA
9	1214 Harcourt Ave	1214 Harcourt Ave Seaside, California, 93955
10	924 Harcourt Ave	924 Harcourt Ave Seaside, CA, 93955, USA
11	Lightfighter Dr	Lightfighter Dr Seaside, CA, 93955, USA
12	1148 Isabelle Ct	1148 Isabelle Ct Seaside CA 93955, United States
13	1391 Alhambra St	1391 Alhambra St Seaside CA 93955, United States
14	1357 Circle Ave	1357 Circle Ave Seaside CA 93955, United States
15	2040 Grandview St	2040 Grandview St Seaside CA 93955, United States
16	1365 Circle Ave	1365 Circle Ave Seaside, CA, 93955, USA
17	1124 Carson St	1124 Carson St Seaside, California, 93955
18	535 Harcourt Ave	535 Harcourt Ave Seaside, CA, 93955, USA
19	1300-1398 Metz Ave	1300-1398 Metz Ave Seaside, CA, 93955, USA
20	300-398 Roberts Ave	300-398 Roberts Ave Seaside, CA, 93955, USA
21	1357 Circle Ave	1357 Circle Ave Seaside, California, 93955
22	1600-1610 Terrace St	1600-1610 Terrace St Seaside, CA, 93955, USA
23	1458 Terrace St	1458 Terrace St Seaside CA 93955, United States
24	1088 Palm Ave	1088 Palm Ave Seaside CA 93955, United States
25	355 Amador Ave	355 Amador Ave Seaside CA 93955, United States
26	1441 Canyon del Rey Blvd	1441 Canyon Del Rey Blvd Seaside CA 93955, United States
27	400 Trinity Ave	400 Trinity Ave Seaside CA 93955, United States
28	1373 Metz Ave	1373 Metz Ave Seaside CA 93955, United States
29	1348 Ord Grove Ave	1348 Ord Grove Ave Seaside CA 93955, United States

Exhibit A
Hot Spot Locations List

30	370 Trinity Ave	370 Trinity Ave Seaside CA 93955, United States	Potholes at curbside
31	1200 Elm Ave	1200 Elm Ave Seaside, CA 93955, USA	Entire intersection full of potholes impossible to avoid
32	1348 Ord Grove Ave	1348 Ord Grove Ave Seaside CA 93955, United States	Large pothole behind my driveway. Eastbound Ord Grove. Hoping will take extra measures to repair it as when it opens it is very hard to avoid when entering/exiting driveway
33	1898 Fremont Blvd	1898 Fremont Blvd Seaside, CA, 93955, USA	There are two very deep potholes in the parking lot at 1900 Fremont. The holes are deep enough that they can do damage to cars
34	1200 Yosemite St	1200 Yosemite St Seaside, CA 93955, USA	Pothole on southbound lane at corner of Yosemite and Wanda.
35	614-698 Elm Ave	614-698 Elm Ave Seaside, CA, 93955, USA	The big pot hole in our road was only half filled and is still causing issues. Thank you.
36	1902 Fremont Blvd	1902 Fremont Blvd Seaside, CA, 93955, USA	Very dangerous potholes
37	901-921 Elm Ave	901-921 Elm Ave Seaside CA 93955, United States	Major potholes at Elm and Fremont Blvd.
38	1389 Ord Grove Ave	1389 Ord Grove Ave Seaside CA 93955, United States	One of several potholes on Ord Grove Th
39	2006 Waring St	2006 Waring St Seaside CA 93955, United States	This pothole is large and deep There are many potholes on Waring just north of Ord Grove
40	540 Williams Ave	540 Williams Ave Seaside CA 93955, United States	Please fill pothole in front of driveway of 535 Williams St
41	1109-1113 Canyon del Rey Blvd	1109-1113 Canyon Del Rey Blvd Seaside CA 93955, United States	Please fill potholes on CDR and Marin
42	933 Trinity Ave	933 Trinity Ave Seaside CA 93955, United States	Please fill pothole
43	1089 Trinity Ave	1089 Trinity Ave Seaside CA 93955, United States	Please fill potholes in front of 1080 Trinity Ave.
44	1375-1399 Sonoma Ave	1375-1399 Sonoma Ave Seaside, CA, 93955, USA	Huge pothole on Sonoma and Luxton. I was heading towards Waring and it jolted my truck!
45	1317 Military Ave	1317 Military Ave Seaside CA 93955, United States	Please repair pothole in front of 1317 military
46	1910 Fremont Blvd	1910 Fremont Blvd Seaside CA 93955, United States	Please fill potholes in Alley behind the reef on south side of Fremont
47	1401-1599 Alta Vista Ct	1401-1599 Alta Vista Ct Seaside CA 93955, United States	Pot holes
48	1132-1148 San Pablo Ave	1132-1148 San Pablo Ave Seaside, CA, 93955, USA	Across from Dollar Tree and Rodriguez building maintenance. Would suggest paving portion of the road due to high traffic.
49	1601 Alhambra St	1601 Alhambra St Seaside CA 93955, United States	There are three large deep potholes and a long one not in photo just outside the city facility in the "alley" across the street from the Goodwill

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

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

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

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

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

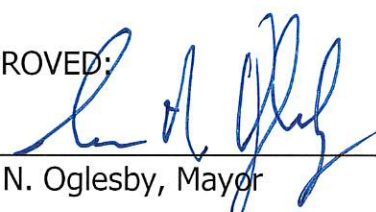
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

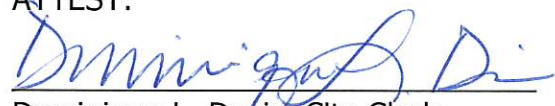
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



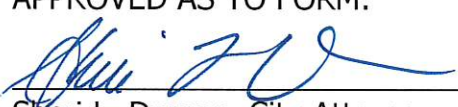
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: June 1, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT, APPROPRIATING \$99,938.00 FROM THE GENERAL FUND TO THE PROJECT, AWARDING A CONSTRUCTION CONTRACT TO COASTAL PAVING AND EXCAVATING INC. FOR AN AMOUNT NOT TO EXCEED \$158,417.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$182,180.00**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for Ord Terrace Elementary School Crossing Improvement Project, appropriating \$99,938.00 from the General Fund to the project, awarding a construction contract to Coastal Paving and Excavating Inc. for an amount not to exceed \$158,417.00, establishing a 15% contingency for a total project construction amount of \$182,180.00, and authorizing the City Manager to execute the construction contract and any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

Ord Terrace Elementary School (School) is a public school located at 1775 La Salle Avenue. Heavy traffic congestion is experienced during the morning and afternoon drop off and pick up periods. Monterey Peninsula Unified School District (District) is in the process of redesigning the bus and student loading and unloading zones in addition to visitor and staff parking and is prepared to begin construction this summer. After several meetings with the school district, a project was developed to assist with the traffic congestion and safety of the students.

On December 1, 2022, the City Council awarded a design contract to Parisi Transportation Consulting to develop crosswalk improvements in conjunction with the District's proposed improvements. The design includes a curb extension for the southwest curb ramp for the crosswalk on La Salle Avenue at Lindberg Court, median refuge with an offset crossing, rectangular rapid flashing beacons (RRFBs), modifying the corresponding pavement markings, roadway delineators, and school area signage.

The design was completed and the Ord Terrace Elementary School Crossing Improvement Project (Project) was released for construction bids on April 20, 2023, and bids were opened on May 16, 2023. Bids were received from the following three contractors:

Contractors	Base Bid
Coastal Paving & Excavating Inc.	\$158,417.00
Monterey Peninsula Engineering	\$256,995.00
Don Chapin Company	\$244,855.00

Based upon an evaluation of bid documents received, Coastal Paving & Excavating Inc. was the lowest responsive and responsible bidder, with a total bid of \$158,417.00 and has satisfactorily completed similar work projects for other municipalities. Staff recommends a construction agreement for this Project be awarded to Coastal Paving & Excavating Inc.

ENVIRONMENTAL COMPLIANCE

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

FISCAL IMPACT

The proposed construction agreement with Coastal Paving & Excavating Inc. is a not to exceed amount of \$158,714.00. In addition, a construction agreement contingency of 15%, or \$23,763.00 is required for expenses from unforeseeable issues that arise during construction. The engineer's estimate, without construction contingency, for construction of the project, was \$152,045.00.

The adopted FY 2021/2023 budget for Traffic Calming was \$50,000 (account 212-8960-9580). On December 1, 2022, council awarded a professional services agreement with Parisi Transportation Consulting to design and prepare bid documents for the Project. At the same meeting, based upon preliminary estimates for construction costs, an

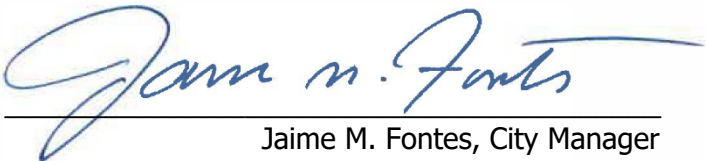
additional amount of \$150,000.00 was approved for the Project. Other expenses that are needed for the Project include a professional service agreement with Wallace Group to provide construction management and inspection services for an amount up to \$45,293.00. Engineering will need \$2,000.00 set aside for public notification and other project related outreach costs. With the mentioned costs and the construction cost, the additional budget required to deliver the project is \$99,938.00.

Staff recommends adopting a resolution approving the plans and specifications for Ord Terrace Elementary School Crossing Improvement Project, appropriating \$99,938.00 from the General Fund to the Project, awarding a construction agreement to Coastal Paving & Excavating Inc. for an amount not to exceed \$158,417.00, establishing a 15% contingency for a total project construction amount of \$182,180.00, and authorizing the City Manager to execute the construction contract and any amendments, extensions, and change orders until completion of the Project in accordance with the plans and specifications up to the total project construction amount.

ATTACHMENTS

1. Resolution
2. Construction Contract
3. Conform Plans
4. Conform Specifications

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE PLANS AND SPECIFICATIONS FOR ORD TERRACE
ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT,
APPROPRIATING \$99,938.00 FROM THE GENERAL FUND TO THE PROJECT,
AND AWARDING A CONSTRUCTION CONTRACT TO COASTAL PAVING &
EXCAVATING INC. FOR AN AMOUNT NOT TO EXCEED \$158,417.50 AND
TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 15% CONTINGENCY
OF \$182,180.00**

WHEREAS, Ord Terrace Elementary School is located at 1775 La Salle Avenue and is experiencing heavy traffic congestion during morning and afternoon drop off and pick up periods; and

WHEREAS, through several meetings with the Monterey Peninsula School District (District) and in conjunction with the District's proposed improvements, the Ord Terrace Elementary School Crossing Improvements Project (Project) was developed to assist with the traffic congestion and safety of the students; and

WHEREAS, on December 1, 2022, Parisi Transportation Consulting was awarded a professional services agreement to design and prepare bid documents and design was complete in April 2023; and

WHEREAS, the proposed improvements include a curb extension for the southwest curb ramp for the crosswalk on La Salle Avenue at Lindberg Court, median refuge with an offset crossing, rectangular rapid flashing beacons (RRFBs), modifying the corresponding pavement markings, roadway delineators, and school area signage; and

WHEREAS, on April 20, 2023, the project was released for construction bids, and on May 16, 2023, three bids were received; and

WHEREAS, Coastal Paving & Excavating Inc. was determined to have the lowest responsive and responsible bid in the amount of \$158,417.00; and

WHEREAS, an amount of \$23,763.00 contingency, approximately 15% of the contract value, should be authorized on an as required basis; and

WHEREAS, Coastal Paving & Excavating Inc. has successfully completed similar work projects for other municipalities; and

WHEREAS, the Project is categorically exempt per Article 19, section 15301 of CEQA since the project repairs and performs improvements to the existing roadway and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Ord Terrace Elementary School Crossing Improvements Project dated May 18, 2023; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council appropriates \$99,938.00 from the General Fund to the Project Budget (Account No. 212-8960-9580); and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction contract with Ord Terrace Elementary School Crossing Improvements Project for an amount not to exceed of \$158,417.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$182,180.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of June, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
ORD TERRACE ELEMENTARY SCHOOL CROSSING
IMPROVEMENTS PROJECT**

This Agreement, made and concluded in duplicate this 1st day of June, 2023, between the CITY OF SEASIDE, herein referred to as "City", and Coastal Paving & Excavation Inc., 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 Ord Terrace Elementary School Crossing Improvements Project, dated April 20, 2023, approved by the City Engineer, which said special provisions, plans and Addendum #1 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	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL
1	Mobilization	LS	1	\$17,000.00	\$17,000.00
2	Traffic Control And Construction Area Signs	LS	1	\$6,500.00	\$6,500.00
3	Water Pollution Control	LS	1	\$750.00	\$750.00
4	Construction Staking	LS	1	\$750.00	\$750.00
5	Remove Pavement Delineation	LS	1	\$800.00	\$800.00
6	Remove Asphalt Concrete & Base	SF	985	\$14.00	\$13,790.00
7	Remove Concrete & Base	SF	385	\$14.00	\$5,390.00
8	Hot Mix Asphalt (Type A)	TON	7	\$575.00	\$4,025.00
9	Aggregate Base	TON	20	\$200.00	\$4,000.00
10	PCC Curb and Gutter	LF	68	\$200.00	\$13,600.00
11	PCC Sidewalk	SF	250	\$67.00	\$16,750.00
12	PCC Refuge Island	SF	190	\$67.00	\$12,730.00
13	PCC Curb Ramp	EA	2	\$7,000.00	\$14,000.00
14	Detectable Warning Surface (Truncated Domes)	EA	5	\$700.00	\$3,500.00
15	Adjust Pullbox to Grade	EA	1	\$350.00	\$350.00
16	Pavement Marking Thermoplastic Yellow	SF	460	\$14.60	\$6,716.00
17	Pavement Marking Thermoplastic White	SF	110	\$14.60	\$1,606.00
18	Pavement Striping Thermoplastic Yellow	LF	265	\$4.00	\$1,060.00
19	Pavement Striping Thermoplastic White	LF	815	\$4.00	\$3,260.00
20	Curb Paint	LF	45	\$2.00	\$90.00
21	Install New Sign and Post	EA	1	\$750.00	\$750.00
22	Install Delineator Posts	EA	30	\$100.00	\$3,000.00
23	Install New Wireless Solar Powered RRFB and Warning Sign Assemblies	EA	4	\$5,000.00	\$20,000.00
24	Install 4" Galvanized Post and Foundation	EA	4	\$2,000.00	\$8,000.00
BASE BID					\$158,417.00

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

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

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with

these requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

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

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

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

COASTAL PAVING & EXCAVATING INC.
24560 Silver Cloud Court Suite 101
Monterey, CA 93940

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

CITY OF SEASIDE

by: _____
Jaime M. Fontes, City Manager

Date

CONTRACTOR

by: _____
Michael Melicia, President

Date

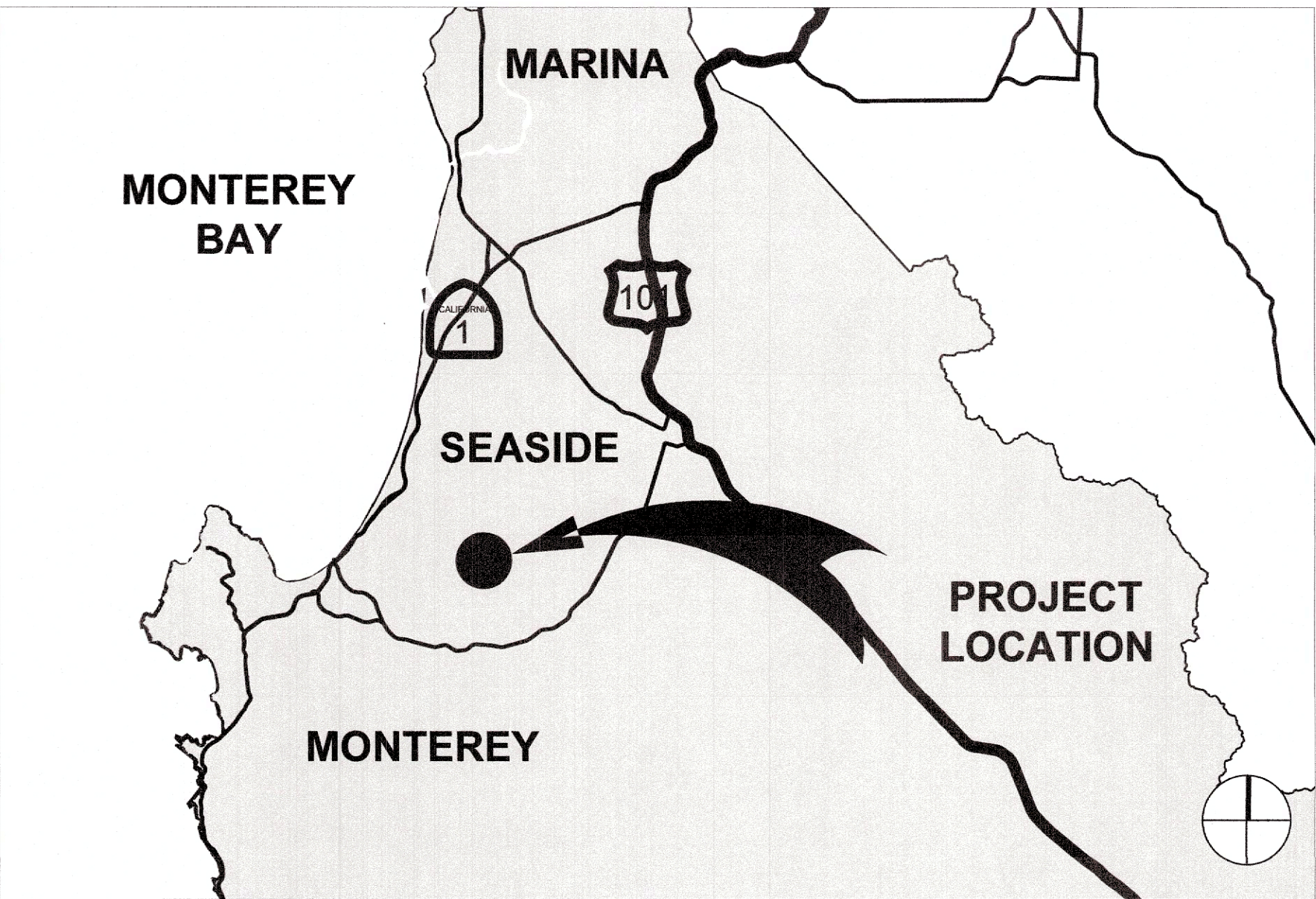
Licensed in accordance with an act
providing for the registration of
Contractors License No. 1021900

CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
PROJECT #21289609580

LEGEND

SYMBOL	DESCRIPTION
---	RIGHT OF WAY LINE
---	FENCE LINE
●WV	WATER VALVE
◆FH	FIRE HYDRANT
WM□	EXISTING PULL BOX
⊖	EXISTING SIGN AND POLE
⊕	NEW SIGN AND POLE
⚡	RECTANGULAR RAPID FLASHING BEACON
□	NEW PULLBOX

VICINITY MAP
NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET
2	T-2	GENERAL NOTES
3	T-3	SURVEY CONTROL
4	D-1	DEMOLITION PLAN
5	L-1	LAYOUT PLAN
6	L-2	CURB RAMP DETAILS
7	S-1	STRIPING AND SIGNAGE PLAN WITH RRFB DETAILS
8	CD-1	CONSTRUCTION DETAILS
9	CD-2	CONSTRUCTION DETAILS

CITY OF SEASIDE

Nisha A. Patel

NISHA A. PATEL, P.E.
PUBLIC WORKS DIRECTOR/CITY ENGINEER

05/05/2023

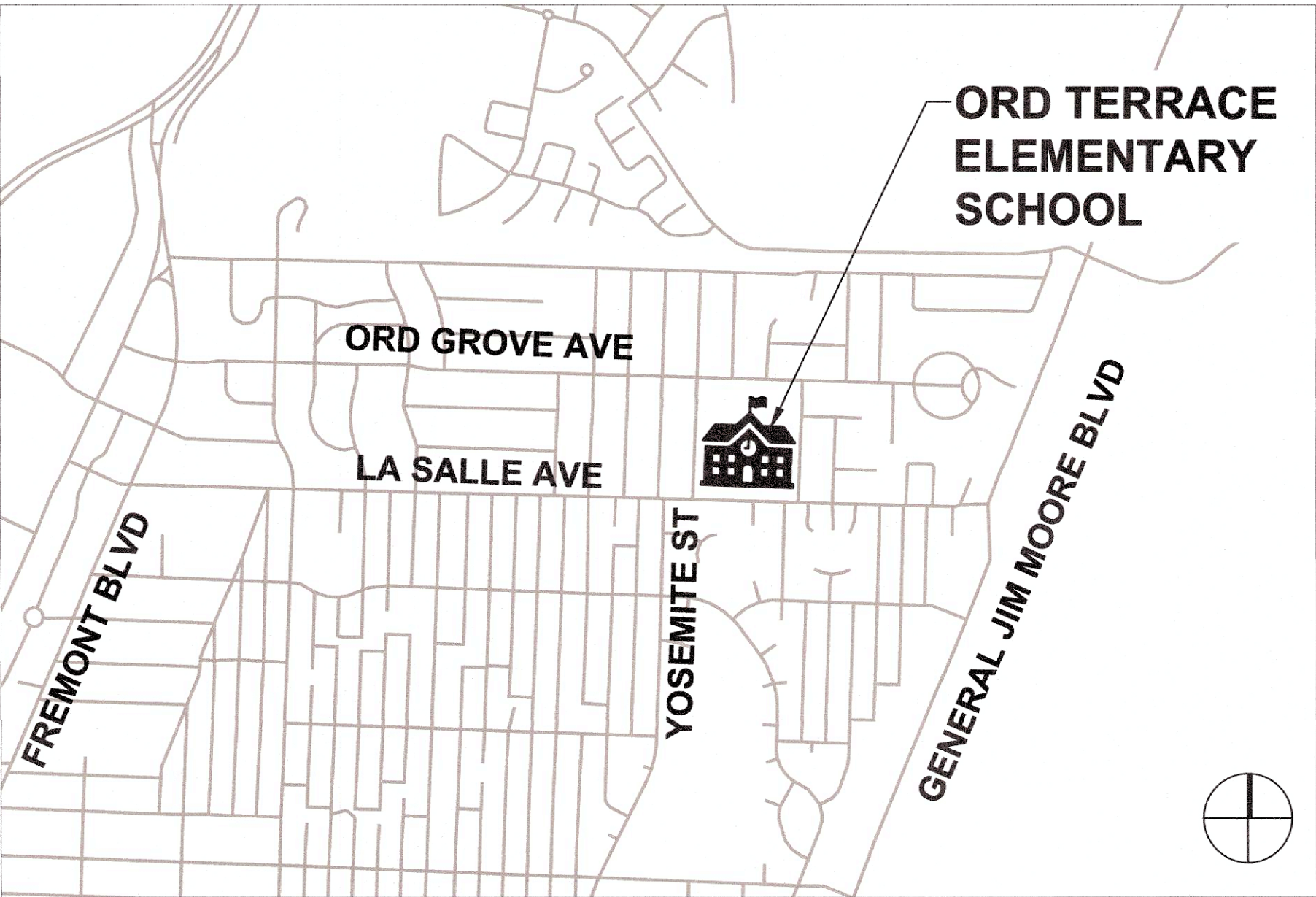
PREPARED UNDER THE DIRECTION OF:

Andres Gonzalez

ANDRES GONZALEZ, P.E.
PARISI TRANSPORTATION CONSULTING

05/05/2023

LOCATION MAP
NOT TO SCALE



BASIS OF TOPOGRAPHY

BENCHMARK

VERTICAL DATUM NAVD88.
HORIZONTAL DATUM NAD83/CALIFORNIA ZONE III

BASIS OF BEARINGS

HORIZONTAL BASIS OF TOPOGRAPHY BASED ON CCS83, ZONE 3, EPOCH 2010.00
SURVEY PERFORMED BY LAWRENCE A STEVENS, AUGUST 2020.

CONFORM SET
MAY 18, 2023

100% BID
DOCUMENTS



Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: VM
DESIGNED: AG

CHECKED: AL
APPROVED: AG

CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
TITLE SHEET

REVISIONS

NO.	DESCRIPTION
1	1 OF 9

GENERAL NOTES

1.

ALL WORK SHALL CONFORM TO THE CURRENTLY ADOPTED EDITIONS OF THE STANDARD PLANS AND SPECIFICATIONS, PROCEDURES MANUALS, AND ALL APPLICABLE REGULATIONS AND JURISDICTIONAL AGENCIES, UNLESS OTHERWISE NOTED. TYPICAL DETAILS REFERRED TO ON THESE DRAWINGS ARE FROM THE STANDARD PLANS, MONTEREY COUNTY, STANDARD PLANS CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), ISSUED BY CALTRANS.
2.

HORIZONTAL AND VERTICAL DIMENSIONS PROVIDED ON THE DRAWINGS ARE BASED ON DESIGN SURVEY METHODS. FIELD MEASUREMENTS MAY VARY FROM THOSE ON THE DRAWINGS. ADJUSTMENTS TO LINE AND GRADE MAY BE MADE BY THE ENGINEER DURING CONSTRUCTION. PAYMENT WILL BE BASED ON QUANTITIES INSTALLED.
3.

IT SHALL BE CONTRACTOR’S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATIONS, ETC. OF EXISTING FACILITIES AND TO IMMEDIATELY NOTIFY THE ENGINEER OF ANY FIELD CONFLICTS OR OMISSIONS.
4.

THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS THROUGHOUT THE CONSTRUCTION PER THE PROJECT SPECIFICATIONS AND SHALL SUBMIT A PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL PLAN SUBJECT TO THE APPROVAL OF THE CITY 15 WORKING DAYS PRIOR TO THE START DATE OF CONSTRUCTION. ALL TRAFFIC CONTROL AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CAMUTCD. CONTRACTOR SHALL POST INFORMATION SIGNS WARNING OF POTENTIAL TRAFFIC DELAYS AT LEAST 48 HOURS PRIOR TO ANY LANE CLOSURE. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN IN THE FIELD.
5.

BIDDERS SHOULD NOTE THE PRESENCE OF HIGH–PRESSURE GAS TRANSMISSION PIPELINES, HIGH–VOLTAGE OVERHEAD AND BURIED UTILITIES AND SANITARY SEWER FORCE MAINS WITHIN THE WORK AREA.
6.

UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FOR INFORMATIONAL PURPOSES. AS PART OF THEIR PRE–BID INSPECTION, BIDDERS SHALL NOTE THE TYPE AND LOCATION OF BURIED AND OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. BIDDERS PRICE SHALL INCLUDE PROVISIONS FOR WORKING IN AREAS WHERE UTILITIES EXIST AT THE TIME OF BIDDING, WHETHER SHOWN ON THE PLANS OR NOT, AND NO ADDITIONAL COMPENSATION IS ALLOWED.
7.

THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A) AT 811 A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF ANY EXCAVATION.
8.

THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES PRIOR TO THE START OF ANY WORK WHICH MAY AFFECT THEIR FACILITIES. THE FOLLOWING UTILITIES AND AGENCIES ARE KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS:

CITY OF SEASIDE PUBLIC WORKS

(831) 899–6835

PACIFIC GAS & ELECTRIC

(800) 743–5000

SEASIDE MUNICIPAL WATER SYSTEM

(831) 899–6842
9.

CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
10.

THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE RIGHTS–OF–WAY AND EASEMENTS OBTAINED FOR THIS PROJECT UNLESS OTHERWISE SHOWN. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEHICLES AND EQUIPMENT, LIMITS OF TRENCH EXCAVATIONS, AND STOCKPILED MATERIALS.
11.

IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING EXCAVATION WORK, ALL WORK WITHIN ONE HUNDRED FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY OR SOCIETY OF CALIFORNIA ARCHAEOLOGY TO RECOMMEND APPROPRIATE MITIGATION MEASURES.
12.

THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, GRADING, STRIPING, ETC. AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, TRAFFIC CONTROLS AND HAZARDOUS CONDITIONS.
13.

ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY, AT THE CONTRACTOR’S SOLE EXPENSE.
14.

THE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY IRRIGATION LINES OR HEADS DAMAGE DURING CONSTRUCTION AND SHALL REPAIR THE IRRIGATION SYSTEM BACK TO WORKING ORDER. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON ANY WORK THAT MAY IMPACT EXISTING TREES THAT ARE TO REMAIN.
15.

ALL EXCAVATED MATERIALS, DEMOLITION DEBRIS AND WASTE GENERATED DURING THE COURSE OF THE PROJECT BECOMES THE PROPERTY OF THE CONTRACTOR AND MUST BE RECYCLED OR DISPOSED OF AT AN APPROPRIATE OFFSITE FACILITY.
16.

THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND ADEQUACY OF THE DESIGN CONTAINED HEREIN.

DEMOLITION NOTES

1.

CONTRACTOR TO REVIEW ALL PROPOSED IMPROVEMENT DRAWINGS PRIOR TO THE START OF DEMOLITION.
2.

CONCRETE REMOVAL SHALL BE PERPENDICULAR TO PATH OF TRAVEL AND TO NEAREST SCORE MARK FROM LIMIT SHOWN ON PLAN.
3.

WHEN THE LIMIT OF DEMOLITION IS ALONG HARDSCAPE SURFACES (PCC & AC PAVEMENT, VERTICAL CURB, CURB AND GUTTER, ETC.) THE LIMIT OF DEMOLITION SHALL BE CONSIDERED THE SAWCUT LINE.
4.

DIMENSIONS ON DEMOLITION PLAN ARE APPROXIMATE AND MAY VARY PER FIELD CONDITIONS.
5.

CONTRACTOR SHALL REVIEW THE OPERATIONS OF THE EXISTING IRRIGATION SYSTEM WITH THE RESPONSIBLE PARTIES PRIOR TO THE START OF DEMOLITION.
6.

PROTECT ALL EXISTING UTILITY STRUCTURES, LINES, AND BOXES UNLESS OTHERWISE NOTED ON PLAN.
7.

EXISTING CURB AND SIDEWALK OUTSIDE THE WORK LIMITS THAT ARE DAMAGED OR DISPLACED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
8.

CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL SERVICES TO ALL TRAFFIC SIGNALS, STREET LIGHTS, OR OTHER FACILITIES ONSITE THAT WILL REMAIN IN SERVICE DURING CONSTRUCTION.
9.

CONTRACTOR IS RESPONSIBLE TO LEGALLY DISPOSE OF ALL REMOVED MATERIAL.

EROSION AND SEDIMENT CONTROL NOTES

1.

THE CONTRACTOR SHALL ADHERE TO THE CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs) ISSUED BY MONTEREY COUNTY STORMWATER POLLUTION PREVENTION PROGRAM. CONTRACTOR SHALL KEEP EXISTING STREETS FREE FROM DIRT AND DEBRIS DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AT ALL TIMES.
2.

CONTRACTOR IS REQUIRED TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE PROJECT. A QUALIFIED SWPPP PRACTITIONER SHALL PREPARE A RAIN EVENT ACTION PLAN IN ACCORDANCE WITH THE STATE OF CALIFORNIA CONSTRUCTION GENERAL PERMIT TO ENSURE THAT THE SPECIFIC CONSTRUCTION MANAGEMENT PRACTICES (BMP’S) ARE IMPLEMENTED TO ACCOMMODATE EACH PHASE OF CONSTRUCTION. THE SWPPP SHALL BE UPDATED AND KEPT CURRENT AS WORK PROGRESSES AND CONDITIONS CHANGE AND SHALL BE MADE AVAILABLE TO THE CITY OF SEASIDE AND CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD INSPECTORS WHEN REQUESTED.
3.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT, INSPECTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES/DEVICES SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN UNTIL PROJECT IS ACCEPTED AS COMPLETE OR NOTICE OF TERMINATION HAS BEEN FILED FOR THE CONSTRUCTION GENERAL PERMIT.
4.

CONTRACTOR IS RESPONSIBLE FOR PREVENTING SEDIMENT FROM LEAVING THE SITE AND ENTERING THE DOWNSTREAM DRAINAGE SYSTEM. CONTRACTOR SHALL UPDATE SEDIMENT AND EROSION CONTROLS TO REFLECT CHANGING SITE CONDITIONS AND MONITOR EROSION CONTROL EFFECTIVENESS. BASIN AND TRAP SIZES AND ELEVATIONS MAY BE ADJUSTED AS LONG AS THE MINIMUM AREA AND DEPTH FOR SEDIMENT SETTLING AND STORAGE ARE NOT REDUCED. ALL EXISTING, EROSION CONTROL MEASURES SHALL ALSO BE IMPLEMENTED AND MODIFIED AS NECESSARY THROUGHOUT THE PROJECT DURATION.
5.

ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AND PAVED AREAS UPON STARTING OPERATIONS AND PERIODICALLY THEREAFTER AS DIRECTED BY THE ENGINEER.
6.

THE CONTRACTOR WILL BE LIABLE FOR ANY AND ALL DAMAGES TO PUBLICLY AND/OR PRIVATELY OWNED AND MAINTAINED ROADS CAUSED BY CONTRACTOR’S GRADING ACTIVITIES, AND WILL BE RESPONSIBLE FOR THE CLEANUP OF ANY MATERIAL SPILLED ON ANY PUBLIC ROAD ON THE HAUL ROUTE. ADJACENT PUBLIC ROADS SHALL BE KEPT CLEAN OF ALL SOIL AND DEBRIS AT ALL TIMES AND AS REQUIRED BY THE CITY OF SEASIDE. CONTRACTOR SHOULD PROPERLY DOCUMENT EXISTING CONDITIONS OF PUBLIC AND PRIVATE STREETS SUBJECT TO SUCH DAMAGE AND SHALL INSPECT THE SITE DAILY AND NOTE CONDITIONS OF EROSION CONTROL INCLUDING REPAIRS: DATE, TIME, LOCATION, AND DESCRIPTION.
7.

STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.

ABBREVIATIONS

AB	AGGREGATE BASE	FL	FLOW LINE	PCC	POINT OF COMPOUND CURVE	Shld	SHOULDER
AC	ASPHALT CONCRETE	FOC	FACE OF CURB	PRC	POINT OF REVERSE CURVE	SS	SANITARY SEWER
APPROX	APPROXIMATE	FT	FOOT/FEET	PSI	POUNDS PER SQUARE INCH	STA	STATION
BC	BEGIN HORIZONTAL CURVE	GB	GRADE BREAK	R	RADIUS	STD	STANDARD
BOC	BACK OF CURB	HMA	HOT MIX ASPHALT	R&R	REMOVE AND REPLACE	ST.	STREET
BEG	BEGIN	INV	INVERT	RC	RELATIVE COMPACTION	SW	SIDEWALK
BOW	BACK OF WALK	LF	LINEAR FEET	RD	ROAD	TC	TOP OF CURB
C&G	CURB AND GUTTER	Lt	LEFT OF STATION LINE	Reinf	REINFORCEMENT	Tot	TOTAL
CB	CATCH BASIN	MAX	MAXIMUM	Ret	RETAINING	TYP	TYPICAL
CONC.	CONCRETE	MH	MANHOLE	ROW / R/W	RIGHT OF WAY	Var	VARIES
EC	END HORIZONTAL CURVE	MIN	MINIMUM	RRTB	RECTANGULAR RAPID FLASHING	W	WATER
ELEV	ELEVATION	NTS	NOT TO SCALE		BEACON	WV	WATER VALVE
EP	EDGE OF PAVEMENT	OD	OUTSIDE DIAMETER	Rt	RIGHT OF STATION LINE	W/	WITH
EXIST/(E)	EXISTING	OFF	OFFSET	SD	STORM DRAIN		

100% BID DOCUMENTS



Parisi

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800 Bancroft Way, Ste 203

Berkeley, CA 94710

(510) 343-6400

DRAWN: VM

CHECKED: AL

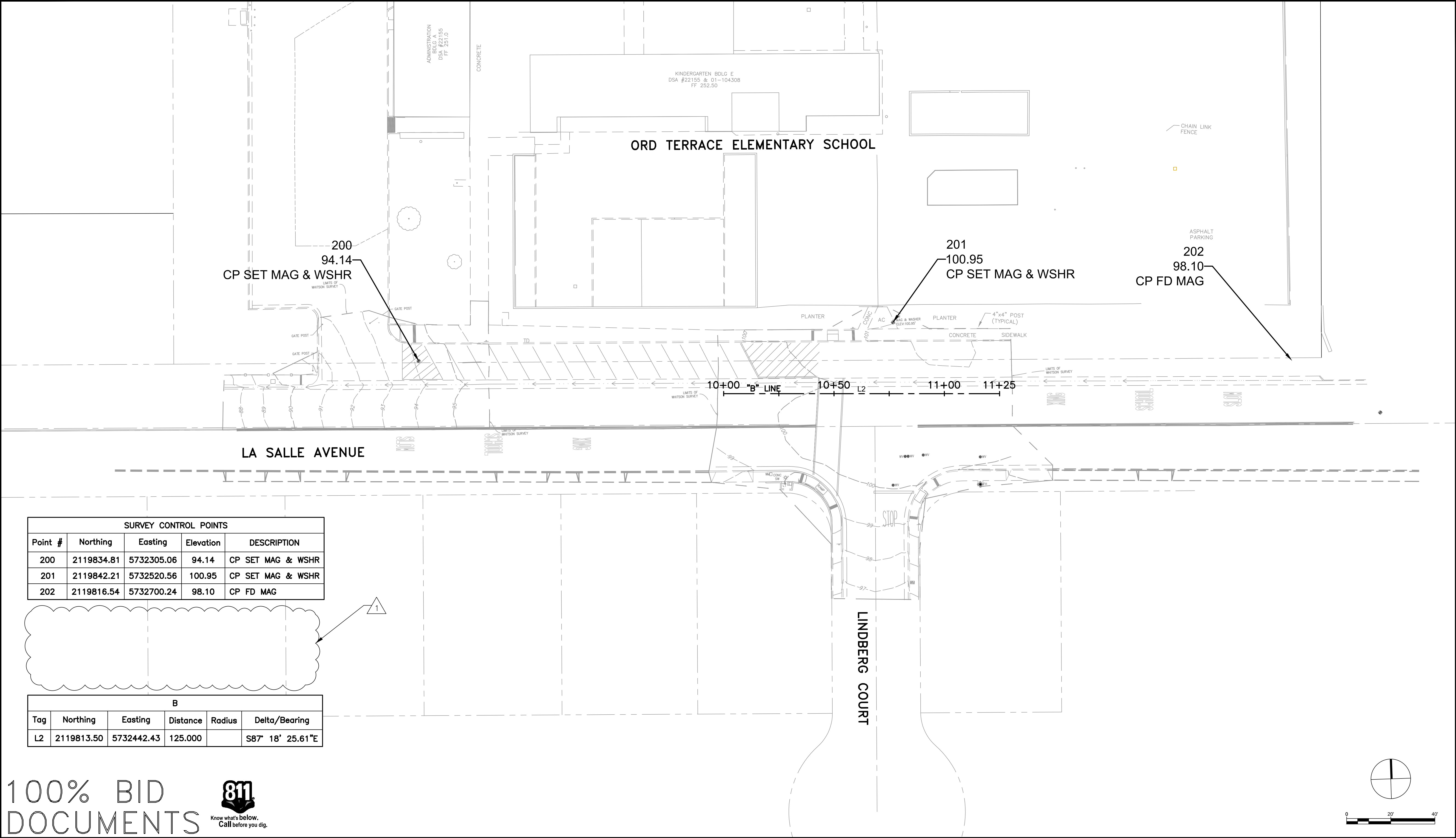
DESIGNED: VM

APPROVED: AG



CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
GENERAL NOTES

REVISIONS		DATE	SCALE
		05/05/2023	NTS
		PMX PROJECT NO. 22055	
		DRAWING T-2	
		SHEET NO. 2 OF 9	
			
NO.	DESCRIPTION		



SURVEY CONTROL POINTS				
Point #	Northing	Easting	Elevation	DESCRIPTION
200	2119834.81	5732305.06	94.14	CP SET MAG & WSHR
201	2119842.21	5732520.56	100.95	CP SET MAG & WSHR
202	2119816.54	5732700.24	98.10	CP FD MAG

B					
Tag	Northing	Easting	Distance	Radius	Delta/Bearing
L2	2119813.50	5732442.43	125.000		S87° 18' 25.61"E

100% BID
DOCUMENTS



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800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

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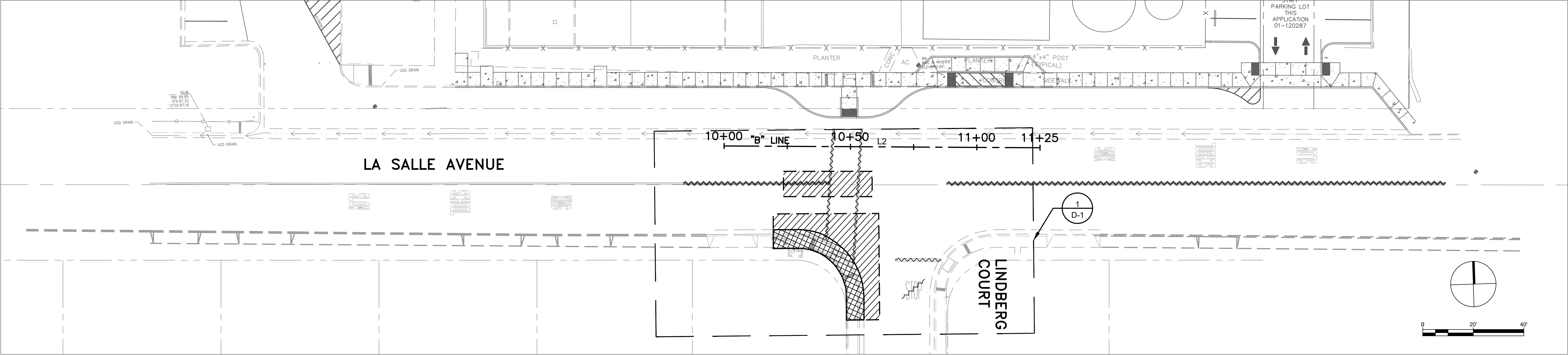
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APPROVED: AG



CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
SURVEY CONTROL

REVISIONS		DATE	SCALE
NO.	DESCRIPTION	05/05/2023	1" = 20"
1		PMX PROJECT NO.	22055
2		DRAWING	T-3
3	REMOVED TABLE	SHEET NO.	3 OF 9



GENERAL NOTES (THIS SHEET ONLY)

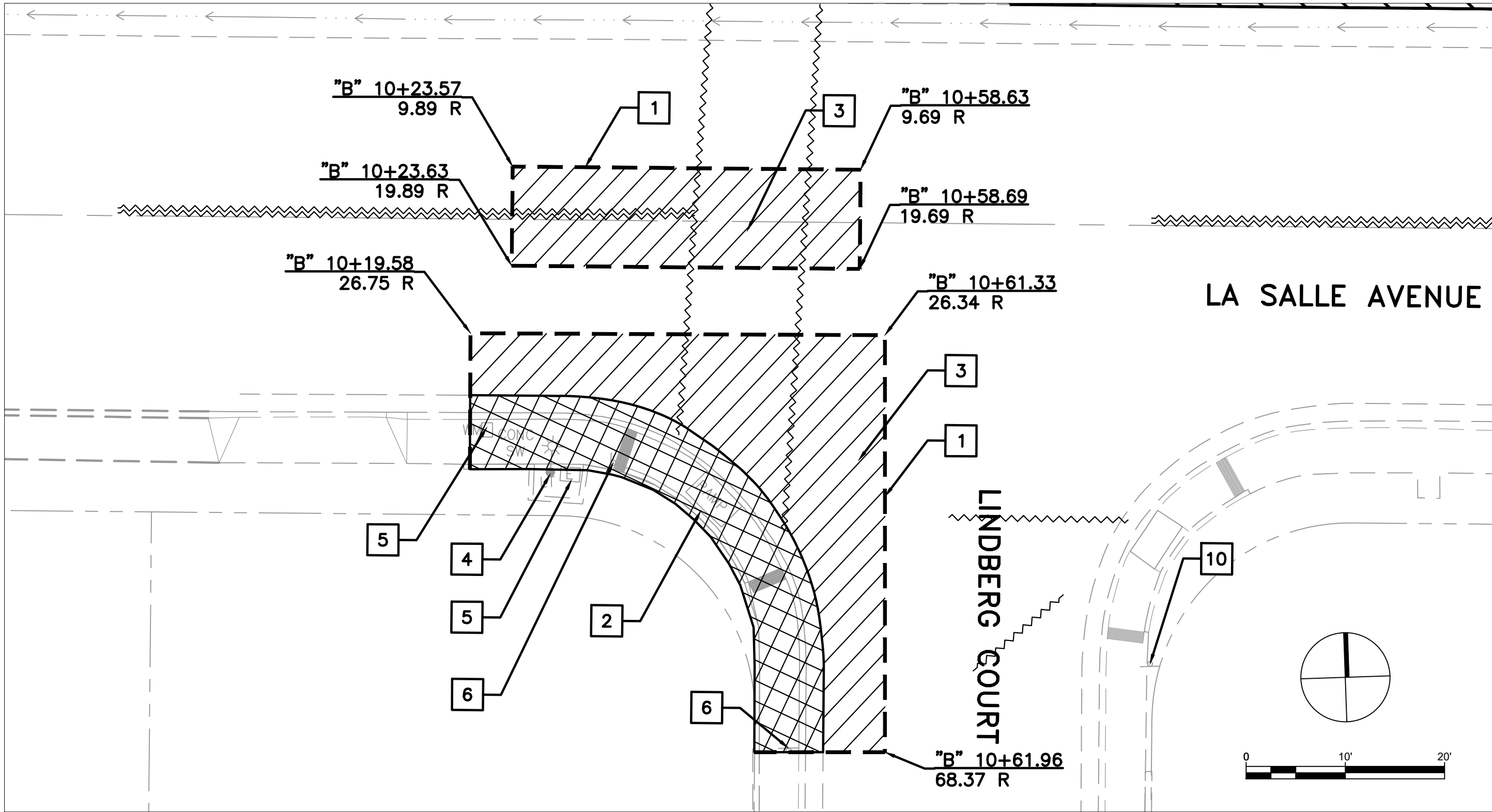
- DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER
- ALL UTILITIES TO REMAIN SHALL BE PROTECTED

CONSTRUCTION NOTES (THIS SHEET ONLY)

- SAWCUT LINE TO THE NEAREST JOINT
- REMOVE CONCRETE SIDEWALK, CURB AND GUTTER
- REMOVE ROADWAY ASPHALT
- PROTECT EXISTING LIGHT POST
- PROTECT EXISTING PULLBOX IN PLACE
- REMOVE EXISTING SIGN AND POST

LEGEND

- LIMITS OF CONCRETE REMOVAL
- LIMITS OF AC REMOVAL
- SAWCUT LINE
- REMOVE STRIPING



DETAIL 1: CONCRETE AND AC DEMOLITION

100% BID
DOCUMENTS



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TRANSPORTATION CONSULTING

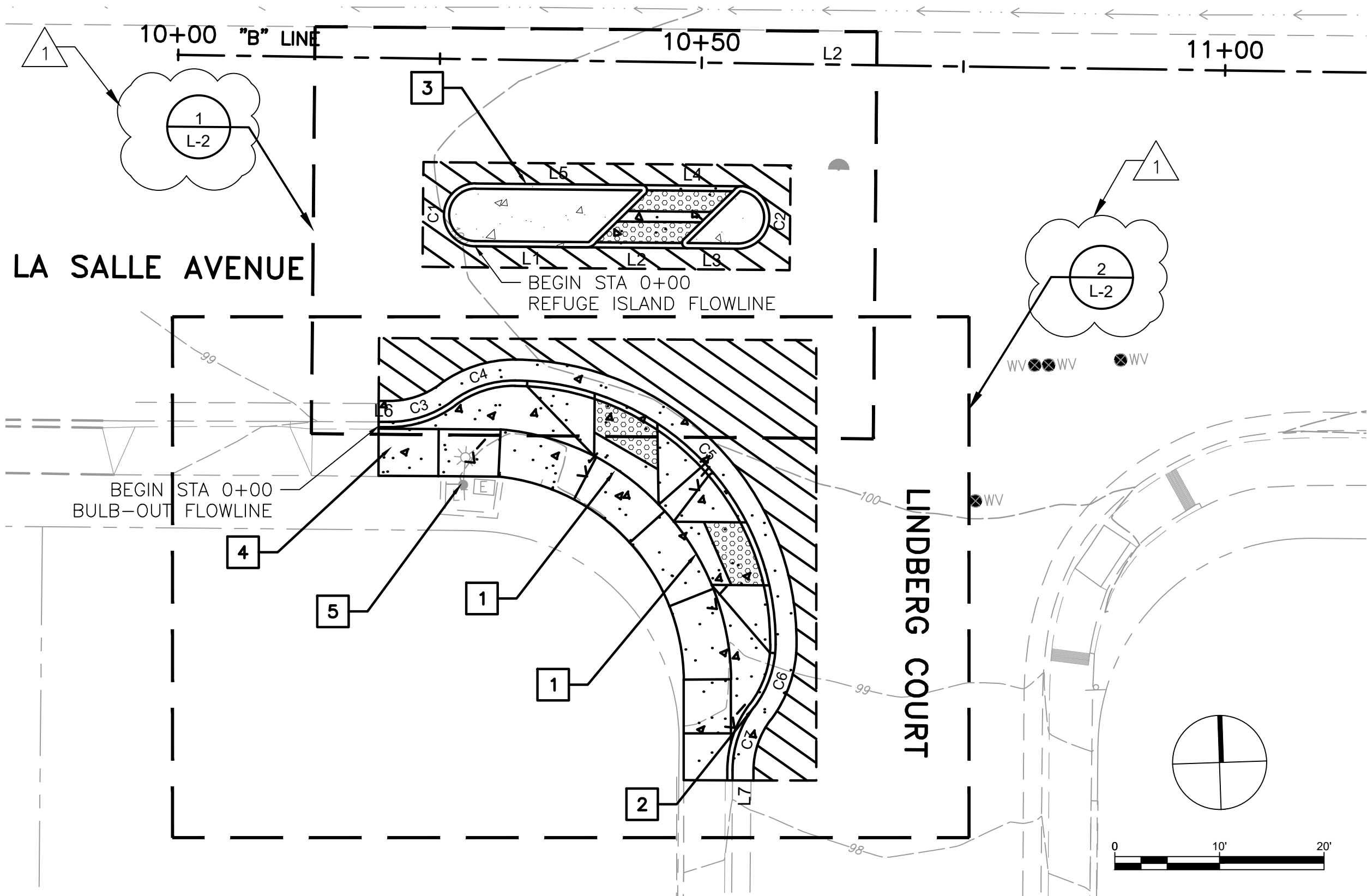
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: VM
DESIGNED: VM
CHECKED: AL
APPROVED: AG

CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
DEMOLITION PLAN

REVISIONS		DATE	SCALE
		05/05/2023	VARIES
		PTC PROJECT NO.	22055
		DRAWING	D-1
		SHEET NO.	4 OF 9
NO.	DESCRIPTION		



GENERAL NOTES (THIS SHEET ONLY)

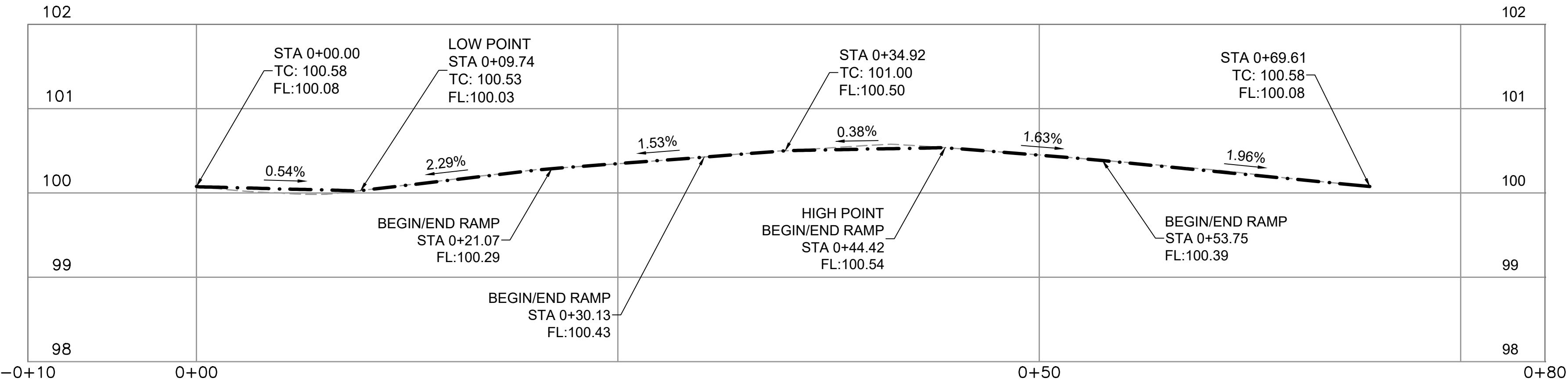
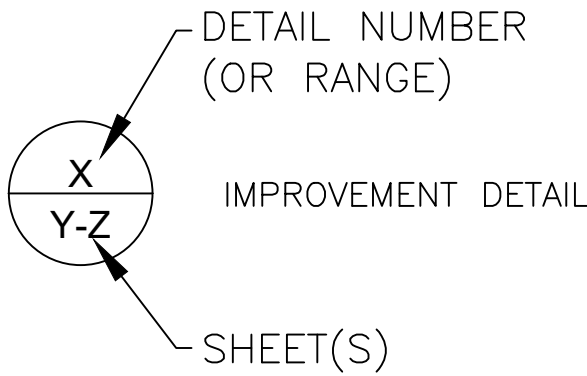
- 1. CURB AND GUTTER PER CALTRANS STANDARD PLANS, 2022
- 2. CURB RAMPS PER CALTRANS STANDARD PLANS, 2022

LEGEND

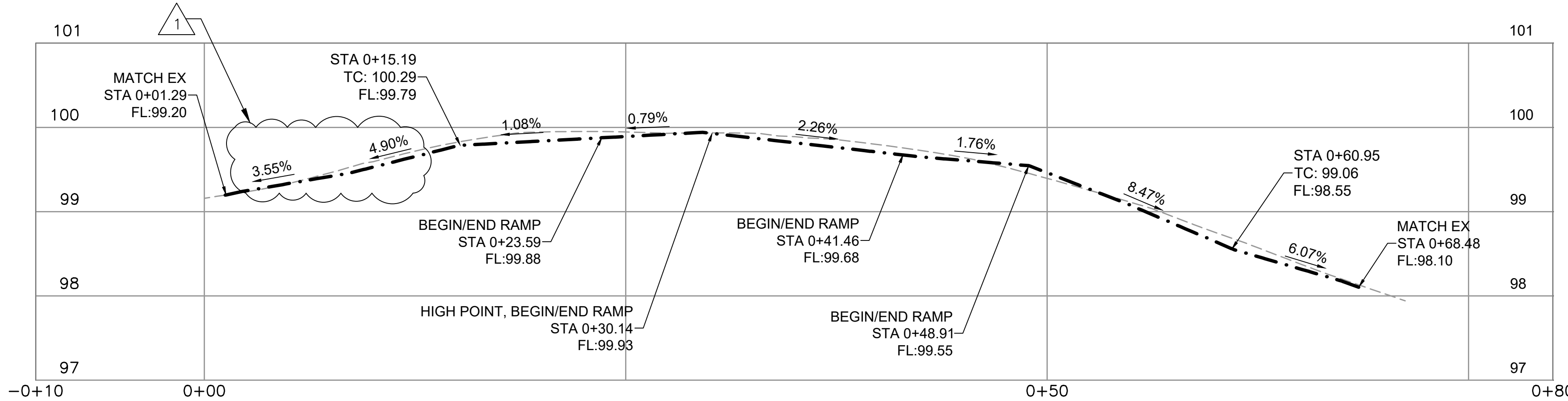
- NEW CONCRETE [4" CONC/6" AB]
- AC PAVEMENT [2" AC/6" AB]
- LIMITS OF AC PLUG

CONSTRUCTION NOTES (THIS SHEET ONLY)

- 1. INSTALL CASE A CURB RAMP
- 2. INSTALL TYPE A2-6 CURB AND GUTTER (CD-1, DET 1)
- 3. INSTALL REFUGE ISLAND WITH DIAGONAL CROSSING (CD-1, DET-6)
- 4. ADJUST PULLBOX TO GRADE
- 5. PROTECT IN PLACE EXISTING LUMINAIRE



REFUGE ISLAND FLOWLINE PROFILE VIEW – SCALE 1V:2H



BULB-OUT FLOWLINE PROFILE VIEW – SCALE 1V:2H

REFUGE ISLAND CURB ALIGNMENT					
TAG	NORTHING	EASTING	DELTA/BEARING	DISTANCE	RADIUS
C1	5732470.42	5732470.42	S02° 22' 07.33"W	9.425	3.00
L1	2119794.32	5732470.17	S87° 37' 54.61"E	10.65	
L2	2119793.88	5732480.81	S87° 37' 54.61"E	9.62	
L3	2119793.48	5732490.43	S87° 37' 54.61"E	4.79	
C2	5732495.21	5732495.21	N07° 49' 05.50"E	8.854	3.00
L4	2119799.20	5732496.03	N87° 18' 52.66"W	9.77	
L5	2119799.66	5732486.26	N87° 37' 54.56"W	15.86	

BULB-OUT CURB ALIGNMENT					
TAG	NORTHING	EASTING	DELTA/BEARING	DISTANCE	RADIUS
L6	2119777.87	5732460.43	S87° 52' 54.13"E	1.00	
C3	5732461.43	5732461.43	N73° 41' 00.05"E	6.435	10.00
C4	5732467.50	5732467.50	N73° 41' 00.05"E	6.435	10.00
C5	5732473.57	5732473.57	S42° 47' 29.90"E	39.349	25.00
C6	5732497.63	5732497.63	S20° 43' 31.67"W	6.432	10.00
C7	5732495.39	5732495.39	S20° 43' 10.34"W	6.434	10.00
L7	2119743.57	5732493.15	S01° 43' 43.81"W	5.00	

100% BID DOCUMENTS



Parisi
TRANSPORTATION CONSULTING

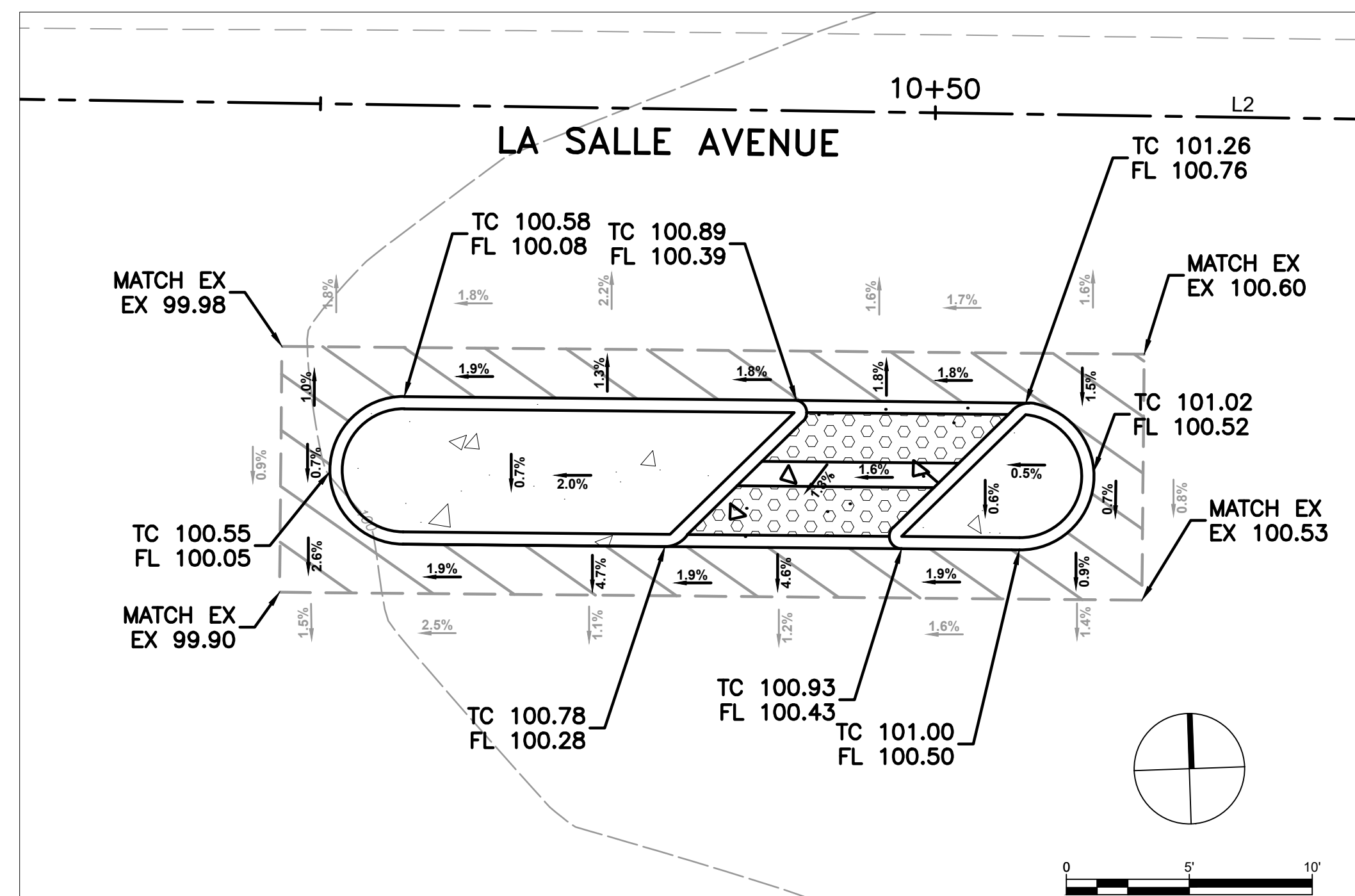
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: AG	CHECKED: AL
DESIGNED: AG	APPROVED: AG



CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
LAYOUT PLAN

REVISIONS		DATE	SCALE
		05/05/2023	1" = 10'
		PTC PROJECT NO.	22055
		DRAWING	L-1
		SHEET NO.	5 OF 9
NO.	DESCRIPTION		
1	UPDATED ARROW DIRECTION AND DETAIL LABEL		



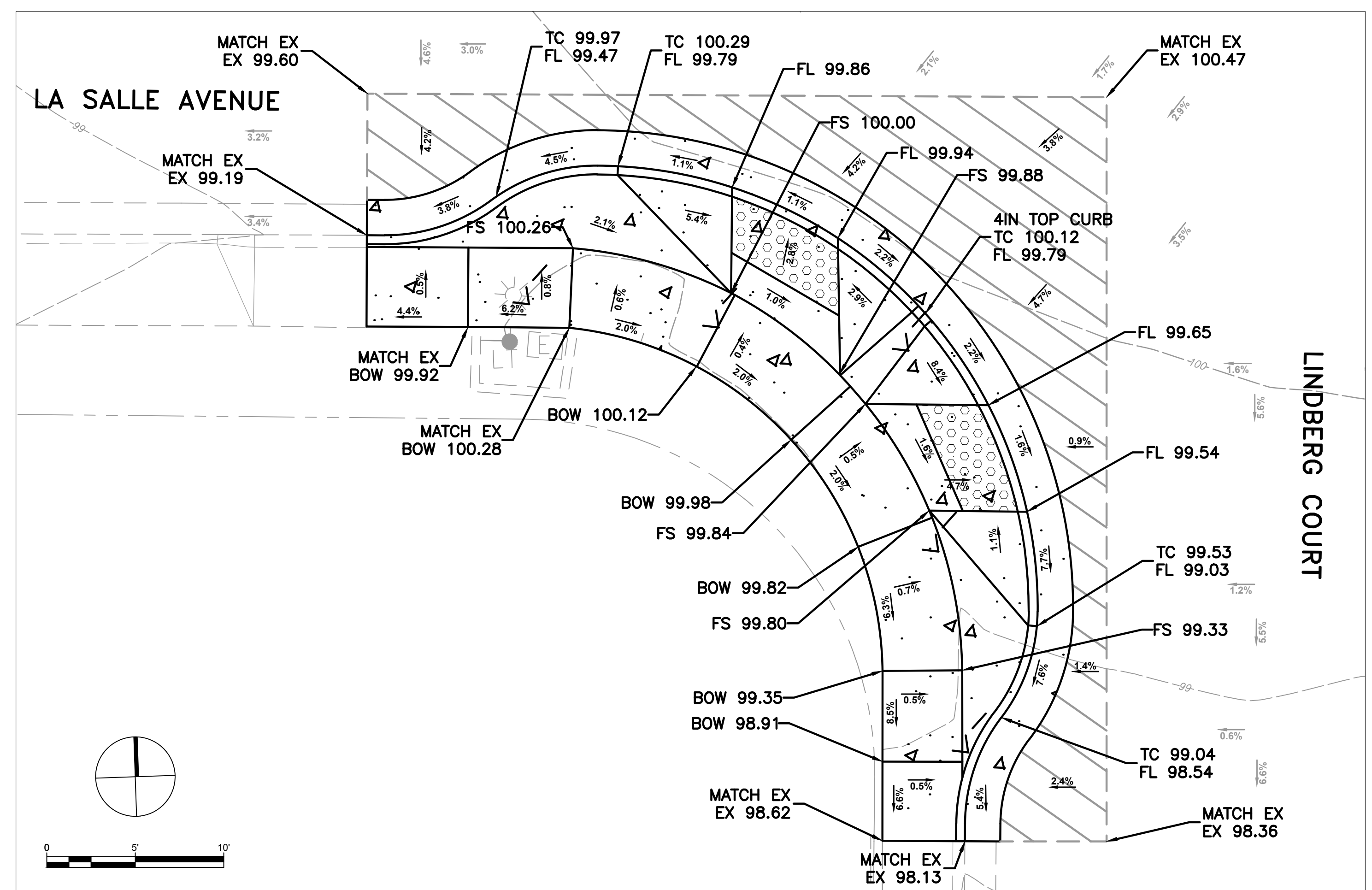
1. CURB AND GUTTER PER CALTRANS STANDARD PLANS, 2022
2. CURB RAMPS PER CALTRANS STANDARD PLANS, 2022

 NEW CONCRETE SIDEWALK CURB
AND GUTTER [4" CONC/6" AB]

 AC PAVEMENT [2" AC/6" AB]

 LIMITS OF AC PLUG

DETAIL 1: ORD TERRACE SCHOOL DRIVEWAY CURB RAMP HORIZONTAL CONTROL AND GRADING DETAIL



DETAIL 2: LINDBERG COURT BULB-OUT HORIZONTAL CONTROL AND GRADING DETAIL

100% BID DOCUMENTS



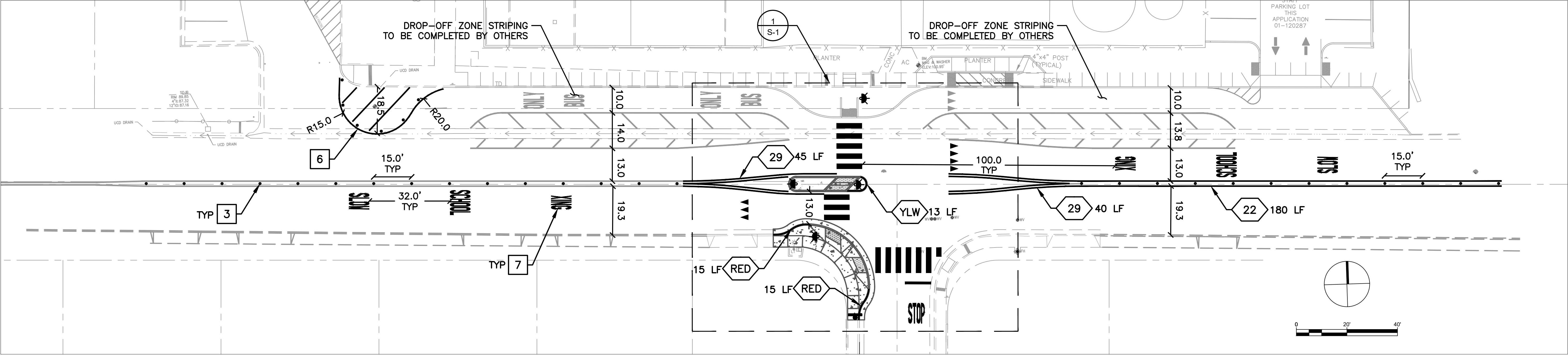
Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: AG	CHECKED: AL
DESIGNED: AG	APPROVED: AG

CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
CURB RAMP DETAILS

REVISIONS		DATE 05/05/2023		SCALE 1" = 5'	
5		PTC PROJECT NO. 22055			
4		DRAWING L-2			
3		SHEET NO. 6 OF 9			
2					
1					
NO.	DESCRIPTION				



GENERAL NOTES (THIS SHEET ONLY)

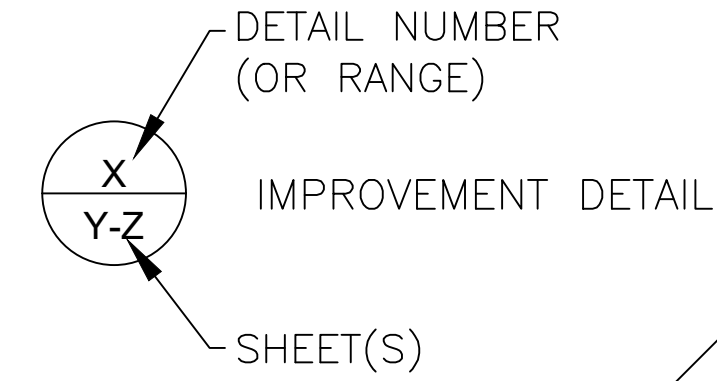
- 1. PAVEMENT MARKINGS PER CALTRANS STANDARD PLANS A20A-E AND A24A-F
- 2. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY
- 3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAY NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT-TRACKS" PRIOR TO PLACING PERMANENT MARKINGS

CONSTRUCTION NOTES (THIS SHEET ONLY)

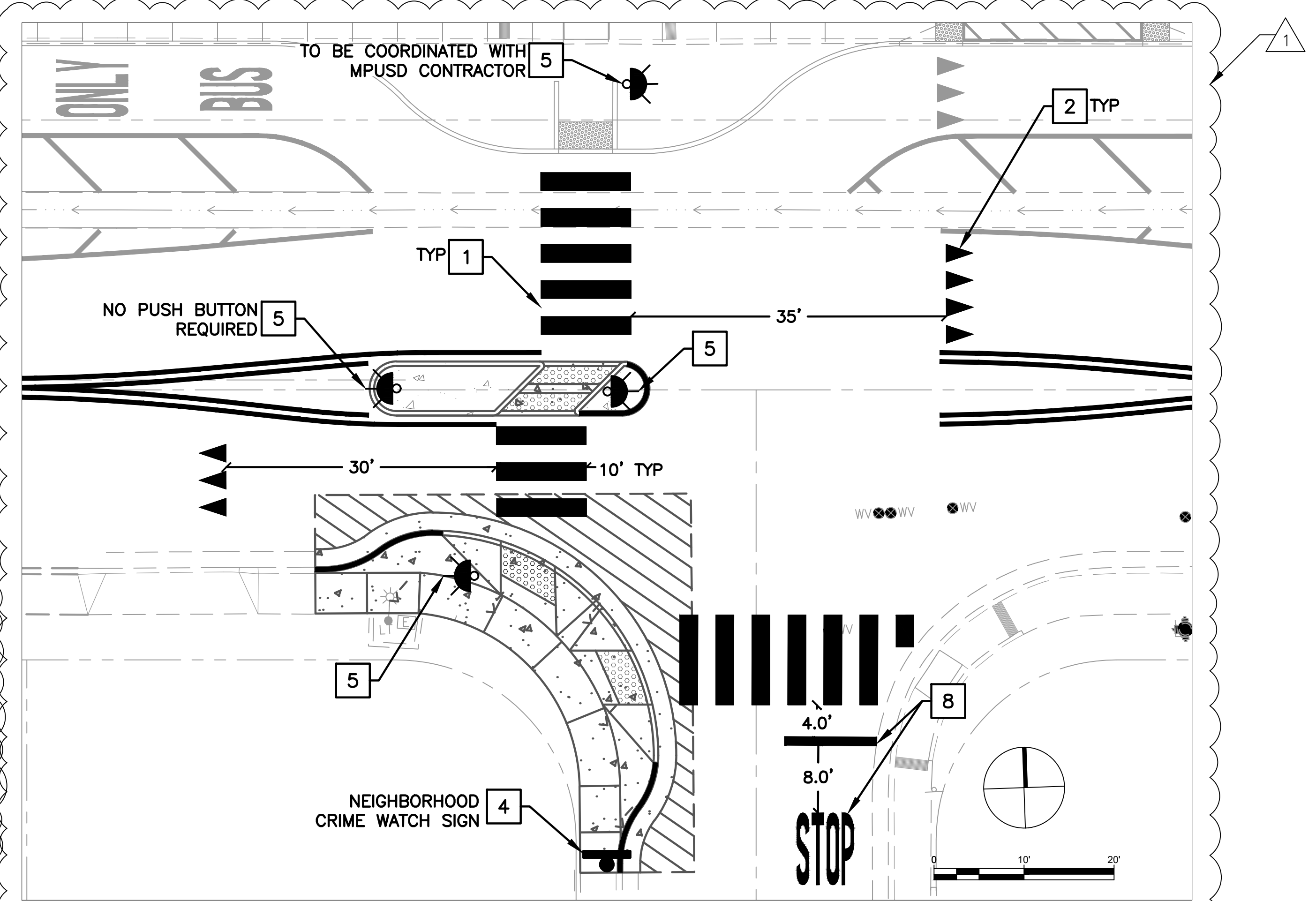
- 1 INSTALL YELLOW CONTINENTAL CROSSWALK (CD-2 DET 8)
- 2 INSTALL WHITE YIELD MARKINGS (CD-2 DET 9)
- 3 INSTALL YELLOW DELINEATORS SPACED 15' (CD-1 DET 7)
- 4 INSTALL NEW SIGN AND POST
- 5 INSTALL RECTANGULAR RAPID FLASHING BEACON ON 18FT TALL 4" STEEL POST (CD-2 DET 10)
- 6 INSTALL PAINTED BULB-OUT WITH WHITE DELINEATORS SPACED AT 10' AND 6" WHITE DIAGONAL STRIPES SPACED 10' O.C.
- 7 REFRESH "SLOW SCHOOL XING" STENCILS
- 8 INSTALL "STOP" STENCILS AND STOP BAR

LEGEND & ABBREVIATIONS

- XX CALTRANS STRIPING DETAIL
- YLW YELLOW PAINTED CURB
- RED RED PAINTED CURB
- LF LINEAR FEET
- TYP TYPICAL



SIGN SCHEDULE	
POST	QUANTITY
S1-1 [SCHOOL]	4
W16-7P [LEFT ARROW]	2
W16-7P [RIGHT ARROW]	2
NEIGHBORHOOD WATCH	1



DETAIL 1: CROSSWALK AND RRFB INSTALLATION DETAIL

100% BID DOCUMENTS



Parisi
TRANSPORTATION CONSULTING

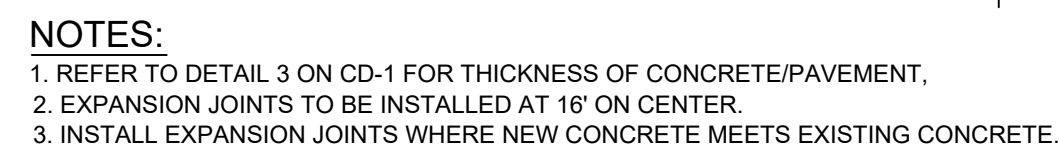
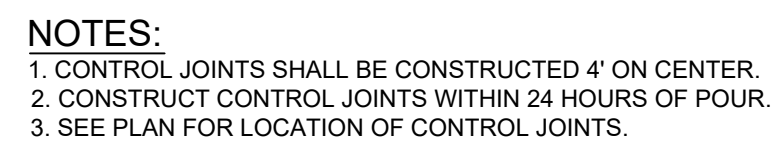
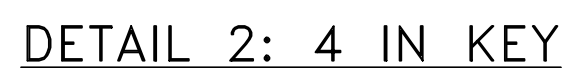
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: VM	CHECKED: AL
DESIGNED: AG	APPROVED: AG



CITY OF SEASIDE
ORD TERRACE ELEMENTARY SCHOOL CROSSING
STRIPING AND SIGNAGE PLAN WITH RRFB DETAILS

REVISIONS		DATE	SCALE
		05/05/2023	VARIES
		PTC PROJECT NO.	22055
		DRAWING	S-1
		SHEET NO.	7 OF 9
NO.	DESCRIPTION		
4	ADDED SIGN SCHEDULE AND UPDATED CALLOUT [6]		
6	ADDED CALLOUT [4] INTO DETAIL 1 VIEWPORT		



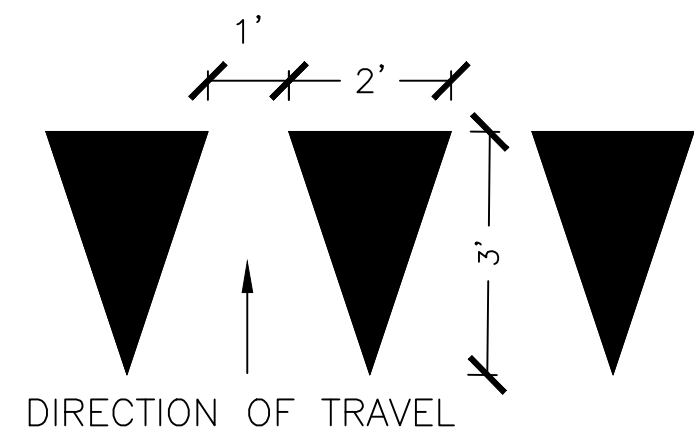
811
Know what's below.
Call before you dig.



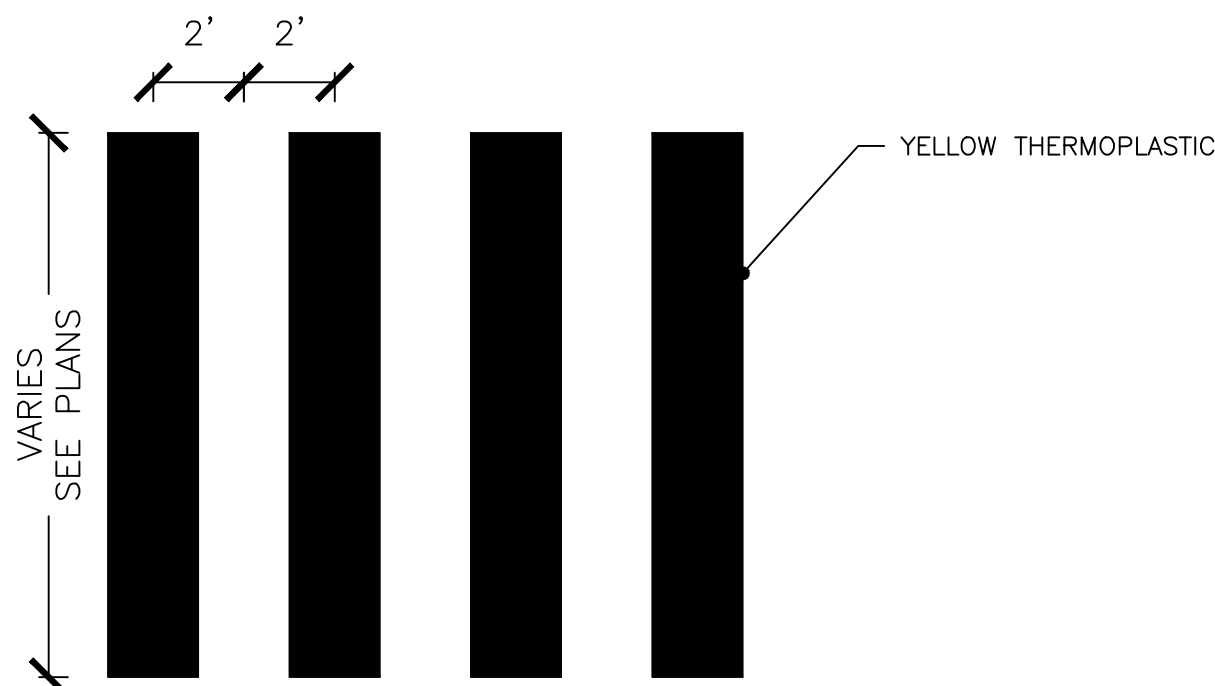
DRAWN: VM	CHECKED: A
DESIGNED: VM	APPROVED: A

**CITY OF SEASIDE
LA SALLE AVENUE CROSSINGS
CONSTRUCTION DETAILS**

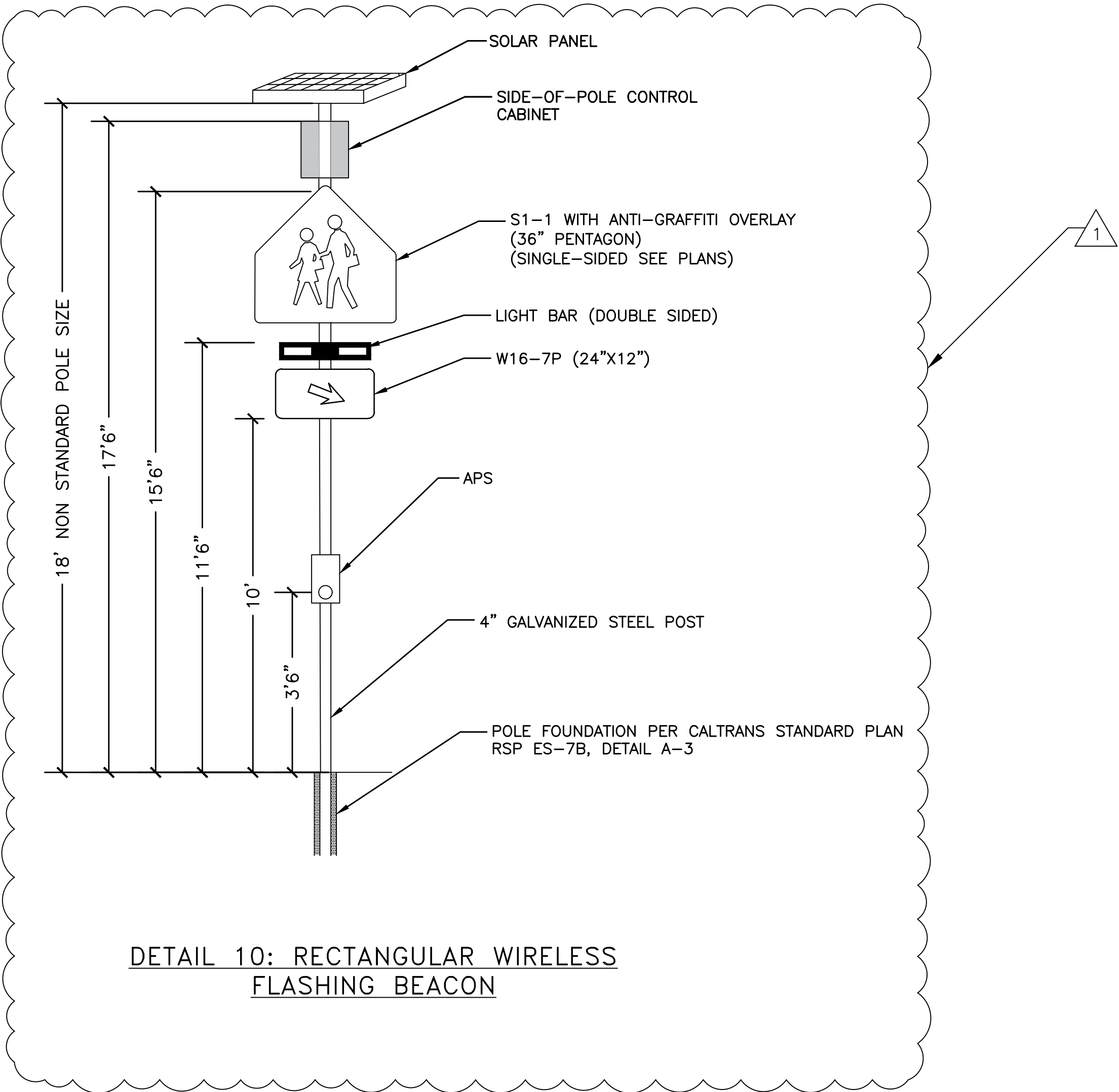
REVISIONS <table><tr><td>5</td><td></td></tr><tr><td>4</td><td></td></tr><tr><td>3</td><td></td></tr><tr><td>2</td><td></td></tr><tr><td>1</td><td></td></tr><tr><td>NO.</td><td>DESCRIPTION</td></tr></table>		5		4		3		2		1		NO.	DESCRIPTION	DATE 05/05/2023	SCALE NTS
		5													
		4													
		3													
		2													
1															
NO.	DESCRIPTION														
		PTC PROJECT NO. 22055													
		DRAWING CD-1													
		SHEET NO. 8 OF 9													



DETAIL 8: YIELD LINE



DETAIL 9: CONTINENTAL CROSSWALK



DETAIL 10: RECTANGULAR WIRELESS
FLASHING BEACON

100% BID
DOCUMENTS



Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: VM
DESIGNED: VM
CHECKED: AL
APPROVED: AG

CITY OF SEASIDE
LA SALLE AVENUE CROSSINGS
CONSTRUCTION DETAILS

REVISIONS		DATE	SCALE
		05/05/2023	NTS
		PTC PROJECT NO. 22055	
		DRAWING CD-2	
		SHEET NO. 9 OF 9	
NO.	DESCRIPTION		
1	ADDED SIZE DETAILS FOR SIGNS AND POLE		

CONFORM SET
MAY 18, 2023

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS

City Project No. 212-8960-9580



Approved by: Nisha Patel, P.E.
City Engineer

Reviewed by: Leslie Lantero
Assistant Engineer

CITY OF SEASIDE
Department of Public Works
APRIL 20, 2023

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PROJECT NO.: 212-8960-9580

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL



Andres Gonzalez 04/20/2024
Name
Registration 93910 Exp. 09/30/2024
Parametrix

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CITY OF SEASIDE
Notice Inviting Bids
ORD TERRACE ELEMENTARY SCHOOL
CROSSING IMPROVEMENTS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:00 pm on Thursday, May 16, 2023, 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 Ord Terrace Elementary Traffic Safety Improvements 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 constructing concrete curb extension and median, accessible curb ramp, school crosswalk with Rapid Rectangular Flashing Beacon (RRFB), and striping as shown or indicated in the Drawings and Specifications. The project is located on the 1700 block of La Salle Avenue adjacent to Ord Terrace Elementary School, Seaside, Monterey County.

A non-mandatory pre-bid conference shall be held Thursday, May 4, 2023 at 10:00 AM, in the Engineering Modular Building, 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 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

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 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

April 20, 2023

Date

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CITY OF SEASIDE

Special Provisions Volume I

ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. 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 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in 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 Ord Terrace Elementary School Crossing Improvements.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). 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
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work. 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 5 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 25 WORKING DAYS beginning on the fifth calendar day after execution of the contract, and completing the work no later than August 31, 2023.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of \$940 per day, for each and every calendar day's 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.

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

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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.

Submittals for long lead items shall be submitted to the Engineer, and once approved ordered as the first order of business to not delay the commencement of construction activities.

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.

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. The Monterey Peninsula School District (MPUSD) will be constructing improvements at Ord Terrace Elementary School in June through July. There are overlapping limits of work and contractor is expected to coordinate construction activities in conjunction

with MPUSD's contractor with regards to any City work. 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.

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SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED 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 And Construction Area Signs

The contract lump sum price paid for "Traffic Control And Construction Area Signs" 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.

Bid Item 3. Water Pollution Control

The contract lump sum price paid for Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 4. Construction Staking

The contract lump sum price paid for "Construction Staking" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 5. Remove Pavement Delineation

The contract lump sum price paid for "Remove Pavement Delineation" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove the pavement delineation as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 6. Remove Asphalt Concrete and Base

The contract per square foot price paid for "Remove Asphalt Concrete and Base" shall be considered full compensation for asphalt concrete removal and disposing of all 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.

Bid Item 7. Remove Concrete and Base

The contract per square foot price paid for "Remove Concrete and Base" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing concrete and base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 8. Hot Mix Asphalt (Type A)

The contract per ton price paid for "Hot Mix Asphalt (Type A)" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved for placing hot mix asphalt as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 9. Aggregate Base

The contract per ton price paid for "Aggregate Base" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing aggregate base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 10. Minor Concrete – Curb and Gutter

The contract per lineal foot price paid for "Minor Concrete – Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing curb and gutter as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 11. Minor Concrete – Sidewalk

The contract per square foot price paid for "Minor Concrete – Sidewalk" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing sidewalk as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 12. Minor Concrete – Refuge Island

The contract per square foot price paid for "Minor Concrete – Refuge Island" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in constructing the refuge island as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 13. Minor Concrete – Curb Ramp

The contract price paid per each unit identified in the bid schedule "Minor Concrete – Curb Ramp" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in constructing the curb ramps as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 14. Truncated Domes

The contract price paid per each unit identified in the bid schedule "Truncated Domes" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing the truncated domes as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 15. Adjust Pullbox to Grade

The contract price paid per each unit identified in the bid schedule "Adjust Pullbox to Grade" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in adjusting the pullbox to grade as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 16. Pavement Marking Thermoplastic Yellow

The contract per square foot price paid for "Pavement Marking Thermoplastic Yellow" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping yellow thermoplastic pavement markings as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 17. Pavement Marking Thermoplastic White

The contract per square foot price paid for "Pavement Marking Thermoplastic White" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping white thermoplastic pavement markings as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 18. Pavement Striping Thermoplastic Yellow

The contract per lineal foot price paid for "Pavement Striping Thermoplastic Yellow" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping yellow thermoplastic pavement striping

as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 19. Pavement Striping Thermoplastic White

The contract per lineal foot price paid for "Pavement Striping Thermoplastic White" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping white thermoplastic pavement striping as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 20. Red Curb Paint

The contract per lineal foot price paid for "Red Curb Paint" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing red curb paint as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 21. Install New Sign, Post and Foundation

The contract price paid per each unit identified in the bid schedule. "Install New Sign, Post and Foundation" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new sign and posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 22. Install Delineator Post

The contract price paid per each unit identified in the bid schedule. "Install Delineator Post" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing delineator posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 23. Install New Wireless Solar Powered RRFB and Warning Sign Assemblies

The contract price paid per each unit identified in the bid schedule. "Install New Wireless Solar Powered RRFB and Warning Sign Assemblies" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new RRFBs complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 24. Install 4" Galvanized Post and Foundation

The contract price paid per each unit identified in the bid schedule. "Install 4" Galvanized Post and Foundation" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new sign and posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS

10.01 MOBILIZATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, materials, equipment and supplies to the project site, including administration, overhead, bonds, insurance and incidentals; for the establishment of all facilities necessary for work on the project, including staging for equipment and materials; and for all other work and operations which shall be performed or costs incurred before starting work on the various Contract items. Mobilization as considered in this section shall include de- mobilization of equipment, materials and personnel upon completion of construction.
- B. Submit Construction Equipment and Materials Staging & Routing Plan in accordance with *CA MUTCD 2009 Edition* for review and approval by City prior to mobilization. The submittal must confirm locations for after-hour placement of equipment and materials and routes that equipment and material transport will take to project site.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.01 MOBILIZATION

- A. Contract working days begin on effective date stated on Notice to Proceed and mobilization and demobilization activities shall be counted as part of the Contract working days.

3.02 STAGING

- A. Contractor's construction equipment, materials and required toilet facilities are not allowed to remain within the public right-of-way outside of regular working hours. Toilet facilities as required by 8 CCR § 1526 shall be removed from the public right-of-way after regular working hours. It is recommended to utilize a portable toilet facility mounted on a trailer for easier relocation on a daily basis.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price for Bid Item 1 Mobilization and Demobilization shall include all items described in this Mobilization section and shall include full compensation for all work involved for furnishing all labor, tools, equipment and incidentals, complete, in place, as indicated in the Contract documents, and as directed by the Engineer.
- B. Partial payments will be made in accordance with Public Contract Code § 10264.

END OF SECTION

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10.02 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work also includes submittal of phased temporary traffic control Plans for City review and approval, in addition to temporary traffic control Plans for the other distinct items of work.
- B. Temporary traffic control shall be performed in accordance with *Part 6, "Temporary Traffic Control" of the latest California Manual on Uniform Traffic Control Devices (California MUTCD or CAMUTCD)*.
- C. Nothing in these specifications shall be construed as relieving the Contractor from their responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7—1.09, "Public Safety," of the General Provisions.

PART 2 MATERIALS

2.01 TEMPORARY TRAFFIC CONTROL DEVICES

- A. All temporary traffic control devices must conform to the materials provisions in the latest California MUTCD and Section 12 of the Standard Specifications for each particular device.

PART 3 EXECUTION

3.01 SCHEDULE OF OPERATIONS AND TEMPORARY TRAFFIC CONTROL PLAN

- A. The Contractor shall submit a detailed schedule of operations (of the various distinct items of work) and corresponding temporary traffic control plans to the City by the date of the pre-construction meeting for review and comment. No work will begin until the temporary traffic control plans have been approved.

3.02 TEMPORARY TRAFFIC CONTROL PLAN REQUIREMENTS

- A. It is recommended that temporary traffic control plans be prepared by a California licensed traffic engineer or professional engineer specializing in traffic engineering or by a company specializing in the preparation of temporary traffic control plans.
- B. All temporary traffic control plans (TCPs) must:
 - a. be submitted on 11"x17" or 24"x36" paper;
 - b. be computer generated in black and white and clearly visible when reproduced;
 - c. use a scale no larger than 1"=80' (TCPs requiring more than one sheet must use match lines);
 - d. show north arrow in correct alignment;
 - e. include Contractor's name, address, telephone number, and telephone number of the 24-hour contact person representing the Contractor;

- f. note the type of work that the submitted TCP will be used for and the duration of work;
 - g. note the posted speed limit;
 - h. use California MUTCD sign code designations;
 - i. use the symbols shown on Table 6H-2 of the California MUTCD to identify cones/delineators, barricades, signs, flaggers, etc. (note, all symbols to be in black and white);
 - j. be site specific (show existing lane geometry, medians, driveways, sidewalks, bus stops, etc.);
 - k. show all streets in the work zone vicinity to ensure proper orientation;
 - l. show all parking restriction zones and signs, as appropriate;
 - m. show all existing traffic signals and traffic control signs;
 - n. show staging area and materials storage area, as appropriate;
 - o. show signs and barricades that will be required to direct pedestrians through or around the construction work zone;
 - p. provide a line map showing detour route and signage for all half road or full road closures;
 - q. label all taper lengths and widths, delineator spacing and sign spacing (all dimensions to be shown on the plan and not in table form).
- C. Additional requirements could be needed dependent upon each situation.
- D. The following General Notes shall be added to the temporary traffic control plan:
- 1. The City, through its designated employees, reserves the right to initiate field changes to assure public safety.
 - 2. Road closures will require minimum (5) working day notice and shall be approved by the Department of Public Works Traffic Engineering Division prior to closure.
 - 3. All traffic control devices shall be removed from public right-of-way when not in use.
 - 4. Work hours shall be restricted to between 8:00 a.m. to 5:00 p.m. with traffic controlled cleared by 5:00 p.m. unless approved otherwise. For work to be completed within the State Right of Way, regular working hours are 7:00 p.m. to 7:00 a.m.
 - 5. All sidewalks and pedestrian pathways shall be clear of debris and ADA accessible after work hours unless pedestrian detours are approved.
 - 6. Pedestrian controls shall be provided as shown on the plans.
 - 7. Temporary "NO PARKING" signs shall be posted 72 hours prior to commencing work.
 - 8. Access to driveways will be maintained at all times unless other arrangements are made.
 - 9. All flaggers shall be equipped with a hard hat, two-way radios, and "Stop/Slow" paddle. In addition, all flaggers shall be trained in the proper fundamentals of flagging traffic.
 - 10. Any work that disturbs normal traffic signal operations shall be coordinated with the City of Seaside's Traffic Supervisor, 72 hours prior to beginning construction (if work will be done on a Monday, notice shall be given by the end of business day the Thursday before) to Billy Thomas at (831) 899-6745.

11. The Contractor shall maintain all temporary traffic control devices 24 hours per day and 7 days per week.
12. A minimum of twelve (12) foot travel lanes shall be maintained, (14) foot travel lanes when Class II bike lanes are closed. No lane closures will be allowed.

3.03 TEMPORARY TRAFFIC CONTROL

- A. Temporary traffic control must consist of closing traffic lanes and setting up necessary devices, signs, detours and providing all temporary traffic control including flag persons in accordance with the provisions of this section, *California MUTCD and Section 12 - Temporary Traffic Control, of the Standard Specifications*, on the roadway where work is occurring and on the connecting streets and access points in the area of work.
- B. Detour plans shall be submitted to City for review and approval prior to initiation of construction activities that would continuously obstruct traffic within a given work day.
- C. If any component in the temporary traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor must immediately repair said component to its original condition or replace said component and must restore the component to its original location.

3.04 CONSTRUCTION AREA SIGNS

- A. 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.
- B. 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 sign posts.
- C. All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment.
- D. The location for each sign shall be approved in advance by the Engineer. Signs shall be mounted on temporary roll up vinyl signs on metal stand. The required size of each of the signs shall be 36" x 36" for W20-1, "Road Work Ahead," and 36" x 36" 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.

3.05 PARKING RESTRICTIONS

- A. Parking restrictions and duration of restrictions on the street are subject to authorization of the Engineer.
- B. Contractor shall post notifications 72 hours in advance of restricted parking at all areas authorized for no parking. To legally tow vehicles parked in posted construction zones, the 72 hour advance notification is required.

3.06 FLAGGING

- A. Flagger qualifications and flagging must comply with *Chapter 6E – Flagger Control, of the latest California MUTCD*.
- B. The Contractor shall provide all flag persons necessary for the direction of traffic through or around the work, including but not limited to providing a flag person at all times during the unloading of concrete or asphalt trucks.

PART 4

MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price paid for Bid Item 2 Traffic Control And Construction Area Signs 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.

END OF SECTION

10.03 WATER POLLUTION CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. 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.
- B. 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.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

NOT APPLICABLE

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price paid for Bid Item 3 Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.04 CONSTRUCTION STAKING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section specifies the work for construction staking which consists of providing all labor, tools, equipment, materials and incidentals necessary to locate by staking all improvements, to the line and grade shown on the plans.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.01 GENERAL

- A. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.
- B. All work shall be staked in order to meet the lines and grades shown on the plans. Copies of all survey cut sheets shall be provided to the City Engineer two (2) working days before the planned work begins.
- C. Finished grade elevations, pipe flowlines, and walls shall be within minus five hundredths (-0.05) foot of elevation and plan location.
- D. Prior to concrete pouring, formwork and survey staking shall be reviewed and approved by the City Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price paid for Bid Item 4 Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.05 REMOVE PAVEMENT DELINEATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. All existing pavement markers, when no longer required for traffic lane delineation, shall be removed to the limits as shown on the plans or as directed by the Engineer, and properly disposed of. The pavement markers shall be maintained, as long as practical, until the removal is scheduled. Adequate lane markings and temporary traffic control shall be provided at all times.
- B. Attention is directed to the Section 84-2, "Traffic Stripes and Pavement Markers," of the Standard Specifications and the section titled "Water Pollution Control," of these Special Provisions.
- C. Nothing in these Special Provisions will relieve the Contractor's responsibilities as provided in the section titled, "Public Safety," of these Special Provisions.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.01 GENERAL

- A. Existing thermoplastic traffic stripes, pavement markings and markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of outside the right of way in accordance with the provisions in Section 13—4.03E(8) of the *2018 Standard Specifications*, by industry standard grinding methods and must not be performed by using flame or heat methods.
- B. Removal and disposal of yellow traffic stripes shall conform with the provisions of Section 14-11.2 of the *2018 Standard Specifications*.

3.02 REMOVAL OF DEBRIS

- A. All debris generated from this activity shall be hauled off-site at the end of each work day.

3.03 LEAD COMPLIANCE PLAN

- A. 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.
- B. 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.
- C. 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.

- D. 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.

PART 4

MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price paid for Bid Item 5 Remove Pavement Delineation shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove the pavement delineation as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

10.06 REMOVE ASPHALT CONCRETE AND BASE

PART 1 GENERAL

1.01 SCOPE OF WORK

This work shall consist of removing existing asphalt concrete pavement and disposing of grinded material as shown on the project plans. "Remove Asphalt Concrete and Base" includes the grind and removal of existing pavement and aggregate base for Full Depth HMA treatments identified in the plans.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

- A. Roadway base and surfacing shall be removed as required for the roadway in accordance with Section 19, "Earthwork," of the State Standard Specifications and these Technical Specifications, as shown on the plans, and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements..
- B. Temporary pavement markings shall be provided 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.
- C. 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.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per square foot price paid for Bid Item 6 Remove Asphalt Concrete and Base shall be considered full compensation for asphalt concrete removal and disposing of all 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.

END OF SECTION

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10.07 REMOVE CONCRETE AND BASE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, driveway, curb ramp, and valley gutter, at the locations shown on the Plans. When curb and gutter are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.
- B. Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.
- C. Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

NOT APPLICABLE

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per square foot price paid for Bid Item 7 Remove Concrete and Base shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing concrete and base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.08 HOT MIX ASPHALT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work includes producing and placing hot mix asphalt (HMA) Type A for Overlay Conditions and Full Depth HMA Conditions.
- B. The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.
- C. Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.
- D. 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.
- E. 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.

PART 2 MATERIALS

2.01 HOT MIX ASPHALT

- A. The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.
- B. 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.
- C. The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. 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.

3.02 SAMPLING

- A. 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.

3.03 VERTICAL JOINTS

- A. Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic. Place W8-11 "UNEVEN LANES" signs adjacent to the traveled way's outside edge. Place the first W8-11 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-11 signs at 1,000-foot maximum intervals and at ramps and public roads entering the traffic lane.

3.04 TRANSPORTATION AND PLACEMENT

- A. 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.

3.05 EQUIPMENT

A. 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.

B. 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.

C. 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 cause to prevent paving from starting or continuing.

D. 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.

3.06 WORKMANSHIP

A. 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.

B. 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.

C. UNSTABLE SUBGRADE

The excavation and removal of additional unsuitable materials beyond the depths of excavations as shown on the Plans and additional backfill, if required by the Engineer, shall be in accordance with the Provisions in Section 19-1.03B, "Unsuitable Material," of the State Standard Specifications.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per ton price paid for Bid Item 8 Hot Mix Asphalt (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved for placing hot mix asphalt as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.09 AGGREGATE BASE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Specifications for furnishing, spreading, and compacting aggregate base course for pavements as indicated.
- B. Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

PART 2 MATERIALS

2.01 AGGREGATE BASE MATERIAL

- A. Class 2 aggregate base shall be free of vegetable matter and other deleterious substances. Coarse aggregate, material contained on the No. 4 sieve, shall consist of material of which 25 percent by weight shall be crushed particles as determined by California Test Method No. 205. Class 2 aggregate base shall conform to one of the following gradings, determined in accordance with California Test Method No. 202:

Percentage Passing Sieves for $\frac{3}{4}$ " maximum

Sieve Sizes

2 inch	----
1 $\frac{1}{2}$ inch	----
1 inch	100
$\frac{3}{4}$ inch	90-100
No. 4	35-60
No. 30	10-30
No. 200	2-9

- B. Class 2 aggregate base shall conform to the following additional requirements:

Tests	Test Method No. Calif.	Requirements
Resistance (R-Value)	301	78 min.
Sand Equivalent	217	22 min.
Tests	Test Method No. Calif.	Requirements
Durability Index	229	35 min.

2.02 SOURCE QUALITY CONTROL

- A. Submit certificate of compliance for approval prior to installation of material.

PART 3 EXECUTION

3.01 GENERAL

- A. Call for an inspection by the Engineer and obtain written acceptance of the prepared subgrade or subbase before proceeding with the placement of aggregate base course.
- B. The subgrade or subbase to receive aggregate base course, immediately prior to spreading, shall conform to the compaction and elevation tolerances indicated for the material involved and shall be free of standing water and loose or extraneous material.

3.02 INSTALLATION STANDARDS

- A. Aggregate base course shall be applied over the prepared subgrade or subbase and compacted in accordance with Section 26 of the Caltrans Standard Specifications or as approved by the Geotechnical Engineer.
- B. Aggregate base course shall be minimum uniform thickness after compaction of dimensions indicated. Where not indicated, compacted thickness shall be six inches for driveways/sidewalks and eight inches for roadways.
- C. All compaction expressed in percentages in this section are as determined by California Test Method No. 216.

3.03 SPREADING OF MATERIAL

- A. Aggregate for base course shall be delivered as uniform mixture of fine and coarse aggregate and shall be spread in layers without segregation.
- B. Aggregate base course material shall be free from pockets of large and fine material. Segregated materials shall be remixed until uniform.
- C. Aggregate base material shall be moisture-conditioned to near optimum moisture content in accordance with the applicable requirements of Section 17 of the Caltrans Standard Specifications.
- D. Aggregate base course six inches and less in thickness may be spread and compacted in one layer. For thicknesses greater than six inches, the base course aggregate shall be spread and compacted in two or more layers of uniform thickness not greater than six inches each

3.04 COMPACTING

- A. Relative compaction of each layer of compacted aggregate base material shall be not less than 95 percent based on maximum dry density as determined by California Test Method No. 216 or as noted in the design plan.
- B. Thickness of finished base course shall not vary more than 3/4 inch from the indicated thickness at any point. Base which does not conform to this requirement shall be reshaped or reworked, watered, and recompact to achieve compliance with specified requirements.
- C. The surface of the finished aggregate base course at any point shall not vary more than 3/4 inch above or below the indicated grade.

3.05 FIELD QUALITY CONTROL

- A. Perform field tests in accordance with California Test Method No. 216 as directed by the Geotechnical Engineer to determine compliance with specified requirements for density and compaction of aggregate base material.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per ton price paid for Bid Item 9 Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing aggregate base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.10 MINOR CONCRETE IMPROVEMENTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. New concrete facilities including curbs, gutters, sidewalks, ramps, and valley gutters shall be constructed at the locations indicated on the plans or as directed by the Engineer. Concrete curbs, and sidewalks, shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications.
- B. Refer to Caltrans Standard Plan A88A and A88B for curb ramp design requirements. All curb ramps shall have a 6-inch PCC concrete slab with a 4-inch Class 2 Aggregate Base. All other concrete outside of the ramp footprints shall be 4-inch PCC over 4-inch Class 2 Aggregate Base.

PART 2 MATERIALS

2.01 GENERAL

- A. Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.
- B. Aggregate base shall be Class 2, ¾" maximum conforming to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications.

2.02 CONCRETE MIX DESIGN

- A. The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.
- B. Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, etc. shall meet the following requirements:
 - Min. Compressive Strength: 3500 psi @ 28 days
 - Maximum Slump: 5 inches
- C. The Contractor shall be responsible for all costs associated with the required mix design.

2.03 QUALITY CONTROL/ACCEPTANCE TESTING

- A. Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

PART 3 EXECUTION

- A. The construction of concrete curb, gutter and sidewalk marked in the field or shown on the plans shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions.
- B. Boundaries of concrete curb, gutter, and sidewalk removal have been noted on the plans and shall be removed according to the remove concrete section noted elsewhere in these special provisions, and as directed by the Engineer.

- C. Expansion joints, control joints and scoring shall match adjacent existing improvements or shall be as directed by the Engineer. The new improvements shall match the existing improvements at each end. Provide constant slope between ends if no other elevations are shown on the plans. Installation shall conform to the State Standard Specifications and the details shown in the Plans and herein in these special provisions.
- D. The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.
- E. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.
- F. Class 2 aggregate base, $\frac{3}{4}$ in. size, shall be placed under curb, gutter and sidewalks after excavating existing subgrade, as noted on plans, and be compacted to 95% relative compaction (ASTM D-1557)
- G. The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.
- H. Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.
- I. PROTECTION OF EXISTING FACILITIES

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, fences, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

It shall be the contractor's responsibility to protect the existing improvements adjacent to new concrete improvements such as fences, landscaping, irrigation, hardscaping, etc.

J. SUBGRADE

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

K. FORMING

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

L. TOLERANCES

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

M. PLACING AND FINISHING

a. GENERAL

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

b. STRIKEOFF, CONSOLIDATION, AND FINISHING

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

c. CONCRETE PROTECTION

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

d. CURING

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment. The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

e. JOINTS

Control joints shall be placed at a maximum spacing of ten feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with

discontinuities or reentrant corners which may cause cracking.

f. CLEANUP AND BACKFILL

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per lineal foot price paid for Bid Item 10 Minor Concrete – Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing curb and gutter as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- B. The contract per square foot price paid for Bid Item 11 Minor Concrete – Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing sidewalk as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- C. The contract per square foot price paid for Bid Item 12 Minor Concrete – Refuge Island shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in constructing the refuge island as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- D. The contract price paid per each unit identified in the bid schedule Bid Item 13 Minor Concrete – Curb Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in constructing the curb ramps as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- E. Payment for removing USA painted markings 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.

END OF SECTION

10.11 DETECTABLE WARNING SURFACE (TRUNCATED DOMES)

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work includes furnishing and installing truncated domes into new curb ramps.

PART 2 MATERIALS

2.01 GENERAL

- A. A prefabricated, cast in place, detectable warning surface tile consisting of raised truncated domes having an inline pattern shall be installed on all PCC curb ramp surfaces. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.
- B. The prefabricated detectable warning surface tiles shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be that the surface shall be set in place in conformance with the manufacturer's recommendations. The cast in place tiles shall be an epoxy polymer composition with an ultraviolet stabilized coating employing aluminum oxide particles in the truncated domes.
- C. The detectable warning surface shall be Armor Tile as manufactured by Engineered Plastics Inc, Access Tile, ADA Signs Depot or an approved equivalent. The manufacturer must provide a written five (5) year warranty guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period will begin upon acceptance of the contract.
- D. Submittals shall include technical and product data, performance reports, certificates of compliance and installation instructions for proposed materials and products as requested by the Engineer.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor's attention is directed to the section titled "PCC Curb Ramp Including Retaining Curb" of these Special Provisions.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

The contract price paid per each unit identified in the bid schedule Bid Item 14 Truncated Domes shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing the truncated domes as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.12 ADJUST PULLBOX TO GRADE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Valve boxes and other similar facilities shall be adjusted to grade after sidewalk and/or pavement improvements, where applicable, in accordance with the applicable provisions of Section 15-1.03 of the Standard Specifications. Contractor shall adhere to applicable utility agency requirements for raising utility. Adjustment of PG&E facilities shall be per Greenbook requirements.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.02 GENERAL

- A. Existing water valve access covers and fire hydrants shall be adjusted to grade in accordance with the City Standards and these Specifications.
- B. Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives
- C. Ramp section (cut-back) around "iron" and paint white
- D. Place lighted Portable Barricade over iron
- E. All utility covers encountered in the area to be overlaid with Hot Mix Asphalt shall be carefully referenced out using spray chalk or similar non-permanent marking media prior to the overlay by the Contractor. Using the reference markings, the locations of the covers shall be painted on the pavement surface immediately after paving to assure they can be found in an emergency.
- F. Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.
- G. Portland cement concrete used for adjusting covers shall be minor concrete conforming to the requirements of Section 90-2 "Minor Concrete" of the Standard Specifications with at least 505 pounds of cementations material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted.
- H. Mortar used in resetting maintenance hole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the State Standard Specifications.
- I. Salvaged materials which are undamaged may be reinstalled as directed by the Engineer.
- J. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facilities.
- K. Each of the respective utility company shall retain the ability to decrease the amount of a contract item of work or eliminate in its entirety. No adjustment to the number of working days will be made.
- L. Contractor shall provide at least 48 hours advance notice to each respective utility agency of iron castings to be adjusted to grade.

PART 4

MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract price paid per each unit identified in the bid schedule Bid Item 15 Adjust Pullbox to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in adjusting the pullbox to grade as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

10.13 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Traffic Stripes and Pavement Markings shall be Thermoplastic.
- B. 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.

PART 2 MATERIALS

2.01 THERMOPLASTIC

- A. 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.
- B. 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.
- C. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.
- D. 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.

2.02 RED CURB PAINT

- A. Paint for curbs shall comply with Section 842.02C "Paint" of the State Standard Specifications.

PART 3 EXECUTION

- A. All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

3.01 EXISTING STRIPING AND MARKINGS

- A. In areas where the existing striping to be replaced and updated, the contractor shall remove and replace all striping using methods as specified in the Standard Specifications by the Engineer.
- B. 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.
- C. 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.

3.02 LAYOUT FOR TEMPORARY AND PERMANENT STRIPING

- D. 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.
- E. All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

3.03 SCHEDULE

- A. 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.
- B. 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.
- C. Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

- D. 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.

3.04 PAVEMENT STENCILS

- A. The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

3.05 RETROREFLECTIVE AND RAISED PAVEMENT MARKERS CERAMIC NON-REFLECTIVE MARKERS NO PLASTIC

- A. 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.

3.06 PAVEMENT DELINEATION – EXTRUDED THERMOPLASTIC NO SPRAY

- A. 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.
- B. No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.
- C. 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".

3.07 PERMANENT MARKERS CERAMIC NONREFLECTIVE PAVEMENT MARKERS NO PLASTIC

- A. 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.
- B. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.
- C. 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

- D. 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

- E. 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.
- 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.
- G. 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.
- H. The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

3.08 RED CURB PAINT

- A. Application shall consist of two separate coats of traffic paint of the appropriate color to the face and top of the curb.
- B. Use mechanical wire brushing to remove dirt, contaminants, and loose material from the surface that is to receive the curb paint.
- C. Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive the curb paint.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract per square foot price paid for Bid Item 16 Pavement Marking Thermoplastic Yellow shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping yellow thermoplastic pavement markings as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- B. The contract per square foot price paid for Bid Item 17 Pavement Marking Thermoplastic White shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping white thermoplastic pavement markings as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- C. The contract per lineal foot price paid for Bid Item 18 Pavement Striping Thermoplastic Yellow shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping yellow thermoplastic pavement striping as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

- D. The contract per lineal foot price paid for Bid Item 19 Pavement Striping Thermoplastic White shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in striping white thermoplastic pavement striping as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.
- E. The contract per lineal foot price paid for Bid Item 20 Red Curb paint shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing red curb paint as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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10.14 ROADSIDE SIGNS AND POSTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work includes furnishing and installing roadside signs (signing), on new posts and foundations at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

PART 2 MATERIALS

2.02 ROADSIDE SIGNS AND POSTS

- A. Traffic signs and posts must conform to the materials provisions in the latest State Standard Specifications Section 82.
- B. Signs shall be aluminum blank (0.080) gage minimum with a reflective sheeted face per State of California Specifications.
- C. Pipe to which signs shall be attached shall be 2" (in-side diameter) galvanized steel pipe schedule 40. Length of said posts shall be as directed by the Engineer. Traffic sign posts shall be buried in the earth not less than 2 feet and when so required by the Engineer, shall be embedded in concrete.
- D. 1" x 1" x 1/8" brace required for unbalanced signs 30" and greater width.
- E. Hardware shall be heavy duty aluminum of a type approved by the Engineer.
- F. All signs shall be CA MUTCD standard sign at the size noted in the plans.

2.03 SUBMITTALS

- A. Submittals shall include technical and product data, performance reports, certificates of compliance and installation instructions for proposed materials and products as requested by the Engineer.

PART 3 EXECUTION

3.01 ROADSIDE SIGNS AND POSTS

- A. Installation of roadside signs on street light poles must not damage or scratch the paint of the street light pole. Any damage to the street light pole shall be repaired by the Contractor at their own cost.
- B. Any damage to the relocated sign shall be repaired by the Contractor to the satisfaction of the Engineer and all costs of such repair shall be the sole responsibility of the Contractor.
- C. All newly installed roadside signs shall be continuously covered from view, as directed by the Engineer, until they are required to control traffic.
- D. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer. The signs to be removed shall be salvaged and shall be returned to the City of Seaside. The existing signs to remain shall be protected during construction.

- E. Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed, salvaged and delivered to a City of Seaside Corporation Yard at 610 Olympia Avenue.
- F. Existing sign posts to be removed in sidewalk areas shall be removed by cutting and grinding the posts flush with the grade of the sidewalk. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater than 1/8" shall not be allowed.

PART 4

MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract price paid per each unit identified in the bid schedule Bid Item 21 Install New Sign, Post and Foundation shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new sign and posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

10.15 DELINEATOR POSTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Specifications for providing and installing yellow traffic channelizer posts on pavement as indicated.
- B. Contractor shall submit shop drawings and diagrams indicating dimensions of traffic channelizers including mounting equipment.

PART 2 MATERIALS

2.01 ROADSIDE SIGNS AND POSTS

- A. Traffic channelizer posts shall have a Yellow or White post color and a White film color and shall conform to US Reflector specification sheet and CA MUTCD Section 3H.01. Each post shall have a minimum 8-inch diameter, be 30-inches tall and constructed of white PVC / polyethylene. Posts shall have a minimum 3-inch by 12-inch retroreflective surface. Each post shall be equipped with an internal zinc-coated spring and mounted onto a rigid base designed for bolt/screw-in installation into asphalt. The posts shall be designed to withstand 60 mph impact while maintaining 360-degrees of flexibility
- B. Contractor shall install a portable delineator in accordance with the US Reflector specification sheet and with Section 12-3.04B of the Caltrans Standard Specifications and these Specifications.

PART 3 EXECUTION

3.01 ROADSIDE SIGNS AND POSTS

- A. Install channelizers in accordance with the US Reflector specification sheet and with Section 12-3.05C of the Caltrans Standard Specifications and these Specifications.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract price paid per each unit identified in the bid schedule. Bid Item 22 Install Delineator Post shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing delineator posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

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10.16 RECTANGULAR RAPID FLASHING BEACON

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work includes removing existing equipment and installing new foundations, pull boxes, conduit, conductors, accessible pedestrian signals, push button assembly posts and solar powered RRFBs at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

PART 2 MATERIALS

2.01 RECTANGULAR RAPID FLASH BEACON SYSTEM

- A. RRFB system shall be produced and/or manufactured by TAPCO, Carmanah, or approved equivalent.
- B. Manufacturer shall provide a 5-Year Limited Warranty for the RRFB systems, with the exception of the batteries which shall be covered by a 1-year warranty.
- C. The Rectangular Rapid Flashing Beacon System shall include the following components:
 - a. Network controller (1 per intersection/crossing) per manufacturer's recommendation
 - b. Rectangular Rapid Flashing Beacon (RRFB) unit single -sided as shown on the plans)
 - c. S1-1 (Four 36" Pentagon) Signs
W16-7P (right arrow) (Two 24"x12") Signs
W16-7P (left arrow) (Two 24"x12") Signs
 - d. Spread spectrum wireless radio (1 per pole that requires power for RRFB unit(s)) 5.
 - e. Accessible Pedestrian Signals (APS)
 - f. Battery-powered wireless bollard station
 - g. Pedestrian thermal detection sensor
 - h. Galvanized bollard or pole, as indicated on plans, with steel cap for push button installation (1 per location shown on the plans) with aluminum pedestal base, unless otherwise stated on plans. See plans for pole/bollard dimensions.
- D. System shall be fully compliant with applicable FHWA and CA MUTCD guidelines.
- E. System may include remote management capability and be online accessible.
- F. System shall not require the installation or alteration of any other equipment or associated hardware, such as traffic signal controllers, Ethernet connections, local radios, local wireless connections or local networks.
- G. The RRFB housing shall contain two primary light bars mounted in compliance with MUTCD requirements but exceeding the minimum 5" W x 2" H size and CA MUTCD total light emission requirements.
- H. The overall dimensions of the RRFB unit shall be 29"W x 4"H x 1.5"D.
- I. In addition to the primary light bars, the housing shall have smaller secondary light bars mounted on each end for pedestrian notification, arrayed in a 0.4" W x 2 H rectangle

- J. The LEDs used in both the primary and secondary light bars shall be rated for a minimum 15-year life, and the light bars shall not protrude beyond the surface of the housing, shall not be mounted to the housing with exposed screws, and shall be covered with polycarbonate windows for durability and vandal resistance.
- K. The RRFB shall draw attention at distances greater than 1000 feet during the day and over 1 mile at night.
- L. The controller shall adjust RRFB brightness as outside light levels change between day and night, being brighter during the day and less bright at night.
- M. The controller unit shall be solar powered. The controller shall be housed in a vandal resistant NEMA 3R pole- mounted cabinet with a lockable, hinged door.
- N. Both the battery-powered wireless bollard station and the pedestrian thermal detection sensor shall be manufactured by the same company as the RRFB system.
- O. The Accessible Pedestrian Signals shall be ADA-compliant, piezo-driven with visual LED and provide a two-tone audible confirmation or customizable voice message confirmation.
- P. New 4" Galvanized Steel Posts for RRFB assemblies shall be per the height indicated on the plans.
- Q. Concrete foundations shall conform to State Standard Plan ES-7B, Standard Detail A-3.
- R. No.5 Concrete Pull Box with bolt down covers as manufactured by Christy, Quazite or approved equal. Provide all pull boxes with hold down locking box inserts by McCain Security or approved equal.
 - a. Pull box covers must be inscribed
- S. Conduits shall be Schedule 80 PVC. Conductors shall be copper.

PART 3 EXECUTION

3.01 ROADSIDE SIGNS AND POSTS

- A. Contractor shall field verify with the City's Representative the proposed locations of all poles, pull boxes, push buttons, signs and beacons prior to final installation.
- B. Contractor shall test the complete installation in the presence of City's Representative upon completion of the project, including tests for light distribution, controls, unintentional grounds, proper grounding, and bonding, circuit continuity.
 - a. This work will be measured as the number of RRFB systems furnished, installed and accepted in place as shown in the contractor plans.
- C. RRFB units installed on existing streetlight poles, where indicated on the plans, shall be meet the following requirements:
 - a. Solar panel to be installed on existing street light, as indicated in the plans.
 - b. Existing streetlight shall be protected in place.
 - c. Existing streetlight shall not receive power from the solar panel.
 - d. RRFB shall not receive power from the existing streetlight power source.
 - e. All electrical equipment associated with the existing streetlight shall be maintained.
- D. Mounting hardware for the RRFB and cabinet shall be available for 4-inch round poles.

- E. Side-of-Pole mounting shall offer strapping as standard with an option for Z-bar and U-bolts.
- F. Program the accessible pedestrian signal at the RRFB locations. Per city direction the audible indicator shall be one of the following two options:
 - a. Two-tone audible confirmation or;
 - b. Audio voice message should say "Yellow lights are flashing to cross La Salle Avenue". Audio voice message should be spoken twice.
- G. Construct pole foundations according to State Specifications section 56-3 and 87-1.3.E(3).
- H. Install Type 3, Schedule 80 conduit between new pole foundations and the nearest pull box.
 - a. Install the conduit according to Caltrans Standard Specifications section 87-1.03B.
- I. Install conductors according to Caltrans Standard Specifications section 87-1.03F.
- J. Install pull boxes according to Caltrans Standard Specifications section 87-1.03C(3).
- K. Signage shall be applied to the RRFB poles as per the sign schedule on the plans and California MUTCD standards.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract price paid per each unit identified in the bid schedule **Bid Item 23 Install New Wireless Solar Powered RRFB and Warning Sign Assemblies** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new RRFBs complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer
- B. The contract price paid per each unit identified in the bid schedule. **Bid Item 24 Install 4" Galvanized Post and Foundation** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new sign and posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION



CITY OF SEASIDE STAFF REPORT

Item No.: 10.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: June 1, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$39,383.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Ord Terrace Elementary School Crossing Improvements Project for an amount not to exceed \$39,383.00.

BACKGROUND

The Ord Terrace Elementary School Crossing Improvements Project (Project) includes the construction of a curb extension for the southwest curb ramp for the crosswalk on La Salle Avenue at Lindberg Court, median refuge with an offset crossing, rectangular rapid flashing beacons (RRFBs), modifying the corresponding pavement markings, roadway delineators, and school area signage.

The Project was released for construction bids on April 20, 2023, and bids were opened on May 16, 2023. The lowest responsive and responsible bid was from Coastal Paving & Excavation Inc. Award of the construction contract with the contractor is being considered at this June 1st Council Meeting. Construction is expected to start at the end of June.

The Project is scheduled to take 25 working days to complete and requires daily

oversight of the contractor. The City does not have the personnel resources to support the project at this time. At the request of the City, Wallace Group submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing coordination, and project closeout.

Staff recommends adopting a Resolution authorizing the City Manager to execute a professional services agreement with Wallace Group for an amount not to exceed \$39,383.00 for construction management and inspection services for the Ord Terrace Elementary School Crossing Improvements Project.

FISCAL IMPACT

The proposed professional agreement with Wallace Group is for a amount of \$39,383.00. A 15% contingency adds \$5,910.00 for a total of \$45,293.00 for construction management and inspection services.

The adopted FY 2022/2023 budget for Traffic Calming was \$50,000.00 (account 212-8960-9580). On December 1, 2022, council awarded a professional services agreement with Parisi Transportation Consulting to design and prepare bid documents for the Project. At the same meeting, based upon preliminary estimates for construction costs, an additional amount of \$150,000.00 was approved for the Project. A budget appropriation for the project which includes the construction management cost is being considered with the construction contract approval item at this June 1st City Council Meeting .

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ORD TERRACE ELEMENTARY SCHOOL CROSSING IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$39,383.00

WHEREAS, through several meetings with the Monterey Peninsula School District (District) and in conjunction with the District's proposed improvements, the Ord Terrace Elementary School Crossing Improvements Project (Project) was developed to assist with the traffic congestion and safety of the students; and

WHEREAS, on June 1, 2023, there is an item for City Council to approve amending the Project budget (212-8960-9580) to \$299,938.00 to fully fund all the services necessary to complete construction of the Project; and

WHEREAS, Wallace Group (Wallace) is on the City approved list of design consultants to perform professional and technical services for implementation of the Capital Improvement Projects; and

WHEREAS, on April 20, 2023, the project was released for construction bids, and on May 16, 2023, three bids were received; and

WHEREAS, Coastal Paving & Excavating Inc. was determined to have the lowest responsive and responsible bid; and

WHEREAS, the Project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the city does not have the staffing resources to support this Project; and

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the Project from pre-construction through project closeout in the amount of \$39,383.00; and

WHEREAS, staff has determined the proposed scope of work and budget are reasonable and within the proposed Project budget; and

WHEREAS, an amount of \$5,910.00 contingency, 15% of the contract value, should be authorized on an as required basis.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional services agreement with Wallace Group to perform construction management and inspections services for the Ord Terrace Elementary School Crossing Improvements Project for an amount not to exceed \$39,383.00 and written amendments such that the total Agreement does not exceed \$45,293.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of June, 2023, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
ORD TERRACE ELEMENTARY SCHOOL CROSSING
IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, is made and effective June 1, 2023, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on , 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty Nine Thousand Three Hundred Eighty Two Dollars (\$39,382.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon

termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole

property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or

bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with

the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, California 93401
Att: Kari E. Wagner. PE

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zach Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zach Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: 
Kari E. Wagner, Principal, PE 66026

Date: May 18, 2023

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date:_____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Engineering Services
	Exhibit E	Resolution 22-62 On-Call Engineering Services

May 18, 2023

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Ord Terrace Elementary School Crossing

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for Construction Management services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside (City) is interested in improving the intersection of La Salle Avenue and Lindberg Court, in front of Ord Terrace Elementary School. The City retained a Civil Engineering firm, Parisi Transportation Consulting, to prepare Plans, Specifications, and Estimates (PS&Es) for the proposed improvements near Ord Terrace Elementary School. The PS&Es for Ord Terrace Elementary School Crossing generally consist of Civil as Adobe PDF, an Engineer's Estimate of Probable Construction Cost as Adobe PDF, and project bidding specifications. More particularly the proposed improvements and construction documents for Ord Terrace Elementary School Crossing includes the removal of existing hardscape and traffic striping. The project includes providing and installing concrete; sidewalk, medians, curb ramps, and curb and gutter, hot mix asphalt, RRFB systems, and traffic striping. Construction Documents provided are as follows:

- Civil Plans by Parisi (4/20/23, 9 pages)
- Book 1 Notice, Plans & Special Provisions (4/20/23, 79 pages)
- Book 2 Contract Documents (4/20/23, 17 pages)
- Addendum No. 1 (5/9/2023, 7 pages)

This project includes the construction management services for the park upgrades as shown in the plans outlined above. It is our understanding that the City of Seaside is looking for a construction management firm to manage the contractor, daily operations, and inspections for this project. This proposal is based upon 25 Working days for final acceptance. This equates to approximately five (5) weeks from the Notice to Proceed to Final Acceptance.

SCOPE OF SERVICES

Wallace Group will be using Procore project management software to manage all documentation for this project. Procore will store and track all project plans, specifications, RFIs, submittals, inspection reports, photos and all other project related documents. All of this information will be available to entire project team in real time.

Given the scope and nature of the project, we envision the following Scope of Services.

Task 1: Pre-Construction Phase Services

Wallace Group will provide pre-construction management services as outlined below. This task includes preparation and attendance of up to one (1) 3-hour virtual meeting. We have included 40 hours of professional services to complete the work in Task 1.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Project Review

- Perform review of design plans, specifications, and engineers estimate
- Review applicable Standard Specifications, including City Standard Specifications and Plans
- Review contractors bid form, quantities, and payment items

Project Communication and Coordination

- Establish Procore Construction Management Software project and provide training to City project staff
- Facilitate project communication and coordination with the City, the design engineer, emergency services, utility providers, property owners, the contractor, and other stakeholders
- Coordinate environmental training and other monitoring and survey requirements
- Communicate with property owners and other stakeholders the schedule and other concerns

Pre-Construction Conference

- Prepare agenda, schedule, and facilitate the Pre-Construction Conference with input from the City's Representative
- Provide sign in sheet for all attendees
- Issue minutes for review and finalize for project record
- Review and accept baseline project schedule from the Contractor
- Review existing conditions and site constraints
- Work with contractor and City to develop phasing and sequencing plan to minimize impacts, including public notifications and outreach
- Work with contractor to identify and prioritize long lead items that can impact critical path

Pre-Construction Photos

- Prior to the start of construction, collect Pre-Construction photos of project sites
- Photos will be uploaded into Procore in a separate album for review by the project
- Review of Contractors Pre-Construction photos uploaded as submittal into Procore

Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor and provide comments/acceptance with the project plans and specifications in coordinate review with the City
- We have budgeted for ~ 10 submittals
- Process all submittals in a timely manner and make available to project team
- Maintain electronic copies within Procore and hard copies as requested

Deliverables:

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes



Task 2: Construction Phase

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to five (5) 1-hour virtual meetings. We have included 110 hours of professional services, of which 75 hours are earmarked for on-site construction inspection, to complete the work in Task 2. This equates to approximately five (5) days per week at three (3) hours per visit for construction inspection activities.

Weekly Construction Meeting

- Schedule, develop agenda, and minutes for Weekly Progress Meetings with contractor, City staff, and other necessary entities

Project Schedule

- Monitor project baseline schedule
- Keep stakeholders informed of the construction schedule
- Issue Weekly Statement of Working Days
- Review Contractors Three Week Look Ahead Schedule

Change Order Management & Force Account

- Review and qualify contractor requested change orders
- Investigate proposed change orders, obtaining the City's approval prior to work taking place
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Generate project change orders using the City's template
- Document delays or possible changes in work or site condition
- Inspector to document Force Account work and review T&M ticket with Contractor at the end of each shift, as applicable

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City
- Collect delivery and materials tickets for project record

Construction Observation/Inspection

- Provide onsite inspections and oversight during construction
- Prepare inspection reports, including tracking labor (name, classification, and estimated hours worked), equipment, weather, observations/notes, quantities, and photos. Including conversations or discussions that may be important.
 - » Daily reports to be provided weekly to the City's Designated Representative or as requested
- Notify the Contractor and City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site



- Provided oversight on the requirements of the encroachment permit are performed and documented
- Inspections and oversight include:
 - » Contractors Means and Methods
 - » Review Contractors Survey and Layout
 - » Material Deliveries and Tickets
 - » Traffic control plans and implementation
 - » Construction Staging Area
 - » Site Safety and Signing
 - » Stormwater Controls
- Review compliance with contract documents
- Record and report design modifications
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record
- We have budgeted for part-time inspection at an assumed average 2 hours/day. Inspection time may be adjusted accordingly based on scope of work and contractors activities

Site Documentation

- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times

Stormwater Compliance and Permits

- Monitor stormwater protection measures throughout the project

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
- Work with contractor to resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies

Subtask 2.1: Geotechnical Services

Wallace Group will retain Earth Systems from Salinas to provide construction geotechnical services as outlined in the attached proposal (Exhibit A) from Earth Systems dated May 11, 2023, attached.

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation

Task 3: Post-Construction Phase Services

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to one (1) 1-hour virtual meeting. We have included 32 hours of professional services to complete the work in Task 3.



Final Inspection and Punch List

- Schedule punch list walk with the Contractor and City
- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Recommend and approve final payment to Contractor

As-Built Drawings

- Review as-built drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Files can be delivered in hard copy and/or electronic format

Deliverables:

- Punch List
- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc)

ADDITIONAL SERVICES

Wallace Group can provide the following services, directly or through sub-consultants, upon request:

- Labor Compliance

TO BE PROVIDED BY THE CLIENT

- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Professional engineering services
- Construction surveys and staking
- Coordination with utilities
- Preparation of record drawings



PROJECT FEES

Wallace Group will perform the services denoted in Task 1 through 3 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit B). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables not exceed our estimated fee of \$39,382 without receiving written authorization from the Client.

The estimated fees denoted in Task 2 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task 2 for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit C) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Zach Teske.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP23-7857, 2022, std
Exhibit A
Exhibit B
Exhibit C

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



May 11, 2023

Proposal No.: SAL-23-05-006

Anthony Lehman, Assistant Resident Engineer
Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

PROJECT: CITY OF SEASIDE – ORD TERRACE ELEMENTARY SCHOOL CROSSING
LA SALLE AVENUE AND LINDBERG COURT
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Geotechnical Observations and Testing Services

Dear Mr. Lehman:

As requested, Earth Systems has prepared this proposal to provide grading observation and compaction testing services for the proposed Ord Terrace Elementary School Crossing in Seaside, California. This proposal is for geotechnical related consultation, observation, and compaction testing only. Special inspection of the flatwork is not anticipated and can be provided under a separate cover upon request.

We understand that the school crossing project includes improvements to two areas near the intersection of La Salle Avenue and Lindberg Court. At the north side of the crossing a refuge island will be constructed and along the south end of the crossing a bulb-out is planned. We anticipate the majority of the geotechnical observation and testing will be related to compaction testing services for subgrade and basegrade elevations for pavements and flatwork.

Geotechnical Observation and Testing Services

A construction schedule was not available during preparation of this proposal. The inspection coverages and site visits were estimated based on prior experience with jobs of a similar size and scope, Ord Terrace Elementary School Crossing plans (dated April 20, 2023, no revisions), and provided specifications. Our anticipated services during construction are outlined as follows:

1. Attendance of a preconstruction meeting;
2. Collection of soil samples for laboratory testing to measure dry density variations with moisture content of various soil types (compaction curves);
3. Measurement of in-place density and moisture content of pavement/flatwork subgrade and aggregate base to evaluate relative compaction;



4. Observation and compaction testing of asphalt pavement;
5. Preparation of daily inspection reports summarizing the observed grading activities with the results of the in-place field compaction tests performed during the day; and
6. Engineering consultation/scheduling/supervision/project management of the services provided by our firm.

Compaction testing of pavement/flatwork subgrade and aggregate base courses will be performed on a part-time and as-needed basis. Field compaction tests will be conducted in accordance with ASTM D 6938 (nuclear test method). Relative compaction will be determined by performing laboratory maximum density and optimum moisture tests in accordance with ASTM D 1557 and comparing it with the field compaction test.

The total cost of these services is dependent upon a number of factors, many of which are beyond our control. Among the cost determining factors are:

- The number of working days required by the contractor to complete each element of work.
- The number of different soil types to be utilized during site grading.
- The amount of difficulty encountered by the grading contractor in obtaining the specified compaction of materials.
- Weather and subsurface conditions encountered during grading operations.
- The amount of time our inspection services will be required each day of operation.

Proposed Fees

Earth Systems would provide our geotechnical consultations, laboratory testing, grading observation and testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide Geotechnical Observation and Testing Services is **\$6,276.00**. Our "Anticipated Scope of Services & Cost Estimate" worksheet is attached for your information and review.



Our actual fee will be based upon a Time and Materials basis per fee schedule in effect at the time of services. Standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Prevailing Wage field time will be subject to a four-hour minimum charge. Hourly fees for fieldwork and travel time will be charged on a portal-to-portal basis from our office in Salinas.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	06/07/2018	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your earliest convenience. If you find the proposed scope of work and fees satisfactory, it is our understanding that you will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.



City of Seaside - Ord Terrace Elementary School Crossing

May 11, 2023

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Ajay Singh, GE 3057
Principal Engineer

Michelle Garcia, CEG
Senior Engineering Geologist

Attachments: Anticipated Scope of Services & Cost Estimate
 Prevailing Wage & Accounts Payable Information Request
 January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Ord Terrace Elementary School Crossing
Client: Wallace Group

Date: 5/11/2023

Construction Inspection and Testing Services

(This will be a "Prevailing Wage" Project)

Prevailing Wage Hourly Rate-Technician	\$145.00
Hourly Rate - Technician	\$110.00
Nuclear Density (per hour)	\$15.00
Mileage charge (per mile)	\$0.95

Grading Observation and Testing	Personnel	Number of Trips	Hours/Units	Total	Rate	Unit	Fee
Site Visits - Preconstruction Meeting	<i>Senior Professional</i>	1	2	2	\$200.00	hr.	\$400.00
Compaction Testing - Pavement/Flatwork SG & BG	<i>Technician, PW</i>	4	4	16	\$145.00	hr.	\$2,320.00
Asphalt Concrete Testing	<i>Technician, PW</i>	1	4	4	\$145.00	hr.	\$580.00
Nuclear Gauge	<i>(Equipment)</i>		20	20	\$15.00	hr.	\$300.00
Soil Sample Pickup	<i>Technician</i>	1	2	2	\$110.00	hr.	\$220.00
Mileage		7	280	280	\$0.95	mi.	\$266.00
Subtotal							\$4,086.00

Laboratory Testing	Hours/Units	Total	Rate	Unit	Fee
Laboratory Maximum Density Curve (4")	1	1	\$300.00	ea.	\$300.00
Laboratory Maximum Density Curve (6")	1	1	\$340.00	ea.	\$340.00
Asphalt Concrete - Compaction of Lab Samples, CA Kneading Compactor	1	1	\$400.00	ea.	\$400.00
Subtotal					\$1,040.00

Reports and Project Management	Personnel	Number of Trips	Hours/Units	Total	Rate	Unit	Fee
Project Management and Supervision	<i>Senior Professional</i>		2	2	\$200.00	hr.	\$400.00
Engineering Review and Consultation	<i>Principal Professional</i>		1	1	\$250.00	hr.	\$250.00
Final Report			1	1	\$500.00	ea.	\$500.00
Subtotal							\$1,150.00

Estimated Total: **\$6,276.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	City Of Seaside – Ord Terrace Elementary School Crossing
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	May 11, 2023



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through December 31, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test.....	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate.....	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$65.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrimeter (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$220.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass)	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque Wrench	\$85.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	\$100.00
DSA Box Posting, ea	\$100.00
DSA Lab Compliance, per week	\$100.00
Vehicle Mileage Charge	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

Exhibit B
Standard Billing Rates



Construction Management / Field Inspection Services:	Prevailing Wage*
Construction Inspector I - II.....	\$135/\$150 \$165/\$172
Senior Construction Inspector.....	\$155 \$180
Construction Office Tech I-III.....	\$110/\$120/\$130
Assistant Resident Engineer I - II.....	\$160/\$165
Resident Engineer I - III	\$170/\$175/\$180
Senior Resident Engineer	\$190
Director	\$195
Principal Construction Manager.....	\$225
Principal	\$260

Support Services:

Office Assistant.....	\$100
Project Assistant I - III.....	\$110/\$115/\$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT B

Wallace Group Team Resource Estimate for the Ord Terrace

PHASE/TASK	TASK DESCRIPTION	DIRECTOR	ASSISTANT RESIDENT ENGINEER II	SENIOR CONSTRUCTION INSPECTOR*	EARTH SYSTEMS	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR	TOTAL COST
		HRS	HRS	HRS	HRS	Cost	HRS	\$	\$
		RATE	\$195	\$165	\$180				
1	Pre-Construction	4	36			\$44	40	\$6,720	\$6,764
2	Construction	5	30	75		\$547	110	\$19,425	\$19,972
3	Post-Construction	2	30				32	\$5,340	\$5,340
	Geotech Support				34		34	\$6,276	\$6,276
	SUB-TOTALS	11	96	75	34	\$591	216		
	WALLACE GROUP LABOR COSTS	\$2,145	\$15,840	\$13,500					\$31,485
	WALLACE GROUP DIRECT COSTS								\$591
	SUBCONSULTANT DIRECT COSTS				\$6,276				\$6,276
	DIRECT COSTS OVERHEAD @							15%	\$1,030
	TOTAL								\$39,382

Task Budgets may fluctuate within Overall Budget

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except for Professional Liability and Workers Compensation, Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

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

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

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

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

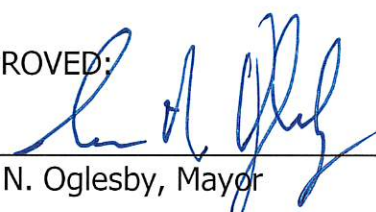
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

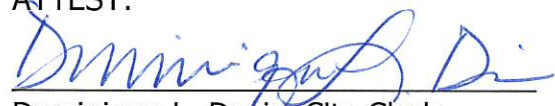
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



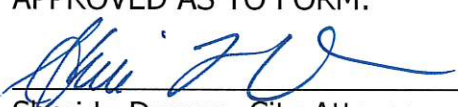
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070