



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, June 6, 2024
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with options for viewing and listening virtually or telephonically, based on availability.*

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 view 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 listen 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, 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
David R. Pacheco
Alexis Garcia-Arrazola
Rita Burks
Alex Miller

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS BETWEEN JUNE 6 THROUGH JUNE 21

7. PRESENTATIONS

A. RECEIVE PRESENTATION FROM THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) ON THE ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION (MICHAEL ZELLER, DIRECTOR OF PROGRAMMING AND PROJECT DELIVERY)

B. 4TH OF JULY OPERATIONS PLAN (POLICE COMMANDER MATT DOZA)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM MAY 16, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 24, 2024 through April 12, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 1, 2024, March 15, 2024, and March 29, 2024. Total Accounts Payable and Payroll for the above referenced period is \$9,345,920.31.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of February 24, 2024 through April 12, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 1, 2024, March 15, 2024, and March 29, 2024. Total Accounts Payable and Payroll for the above referenced period is

\$2,842.44.

D. APPROVE A PROCLAMATION RECOGNIZING JUNE 2024 AS PRIDE MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Proclaim the month of June as Pride Month in the City of Seaside.

E. APPROVE LETTER OF SUPPORT FOR AN ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION FOR THE FORT ORD RECREATION TRAIL AND GREENWAY (FORTAG) PROJECT

RECOMMENDATION: Approve the letter of support for the Active Transportation Program grant as drafted.

F. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR COMMUNITY DINNER NIGHT EVENT ON NOVEMBER 16, 2024

RECOMMENDATION: Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Community Dinner Night in the amount of \$618.75, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

G. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH ON MARCH 01, 2025

RECOMMENDATION: Approve the fee waiver request from Narcotics Anonymous for the use of Laguna Grande Hall and Kitchen to hold their Women's Brunch in the amount of \$618.75, with the organization providing the City with the non-refundable portion of the deposit of \$98.25.

H. APPROVE A REQUEST FROM BLACK LEADERS AND ALLIES COLLABORATIVE FOR SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND (\$2,000.00), AND USE THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE MONTEREY COUNTY RACE RELATIONS SUMMIT MEETING ON JULY 12, 2024, TO BE HELD AT EMBASSY SUITES HOTEL IN SEASIDE

RECOMMENDATION: Approve the request and make a contribution to the Monterey County Race Relations Summit Meeting in the amount of \$2,000.00 and allow the use of the City logo on promotional materials.

I. ADOPT A RESOLUTION APPROVING A PROCLAMATION RECOGNIZING JUNE 19, 2024 AS JUNETEENTH INDEPENDENCE DAY AND TO RAISE THE JUNETEENTH FLAG FROM JUNE 15 THROUGH JUNE 21, 2024

RECOMMENDATION: Adopt a resolution recognizing Juneteenth Independence Day and to raise the Juneteenth flag from June 15 to June 21, 2024.

J. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR ENVIRONMENTAL SERVICES

RECOMMENDATION: Adopt a resolution approving the following firms as qualified to provide Environmental Services:

1. Denise Duffy & Associates, Inc.
2. EMC Planning Group
3. Rincon Consultants, Inc.
4. Terracon Consultants, Inc.

K. ADOPT A RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$184,261.00.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Wallace Group to provide construction management and inspection services for the 2023 Pavement Rehabilitation Project for an amount not to exceed \$184,261.00.

L. ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 7 GRANT APPLICATION AND THE SIGNING OF A LETTER OF SUPPORT FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT

RECOMMENDATION: Adopt a resolution authorizing the submission of the Active Transportation Program Cycle 7 Grant Application and the signing of a letter of support for San Pablo Pedestrian Bridge Demolition and Reconstruction Project.

M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 12, 2024

RECOMMENDATION: Adopt a resolution permitting the closure of Del Monte Avenue to through traffic from Tioga Avenue to the beginning of the Granite Rock building to ensure public safety during the Classic Porsche Event on Monday, August 12, 2024.

N. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAAF & WHEELER FOR ADDITIONAL INVESTIGATION, SURVEYING, AND HYDROLOGIC AND HYDRAULIC MODELING FOR PREPARATION OF A STUDY OF THE 90-INCH STORM DRAIN OUTFALL FOR AN AMOUNT NOT TO EXCEED \$37,182.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional service agreement with SchAAF & Wheeler for additional investigation and surveying for preparation of a study of the 90-inch storm drain outfall for an amount not to exceed \$37,182.00.

O. ADOPT A RESOLUTION APPROVING THE REMOTE MEETING PARTICIPATION POLICY AND REINSTATING THE ACCEPTANCE OF PUBLIC COMMENT VIA VIRTUAL TELE-CONFERENCING PLATFORM (CURRENTLY ZOOM)

RECOMMENDATION: Adopt a resolution approving the remote meeting participation policy and reinstating the use of Zoom for public comments.

P. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO APPROVE THE INSTALLATION OF GREEN CURB AT 1121 ELM AVENUE AND APPROVE THE ADDITION OF A SECOND DRIVEWAY APPROACH AT 1486 SANTA CLARA AVENUE

RECOMMENDATION: The Traffic Advisory Committee (TAC) recommends approving: 1. installation of green curb in front of 1276 Fremont Boulevard; and, 2. approve the installation of a second driveway approach at 1486 Santa Clara Avenue.

Q. ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND SCHOOLS ACT THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS

RECOMMENDATION: Adopt the Resolution authorizing the submission of the Prop 47 Grant application.

9. BUSINESS ITEMS

A. CONFIRM SETTLEMENT AGREEMENT WITH PETROVICH DEVELOPMENT AND AUTHORIZE THE ACTING FINANCE DIRECTOR TO REMIT \$850,000.00 FROM THE SPECIAL RESERVES FUND

RECOMMENDATION: Confirm Settlement Agreement with Petrovich Development Company and Authorize the Acting Finance Director to Pay \$850,000.00

B. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 PAVEMENT REHABILITATION PROJECT AND AWARDDING A CONSTRUCTION CONTRACT TO COASTAL PAVING AND EXCAVATING INC. FOR AN AMOUNT NOT TO EXCEED \$2,341,712.40 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$2,575,883.64

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the 2023 Pavement Rehabilitation Project; waiving minor bid irregularities, awarding a construction contract to Coastal Paving and Excavating Inc. for an amount not to exceed \$2,341,712.40; establishing a 10% construction contingency for a total project construction amount not to exceed \$2,575,883.64; 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.

C. ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 2.7% INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2024, 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 2.7%.

D. 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.

10. PUBLIC HEARING

A. APPROVE A ZONING MAP AMENDMENT TO CHANGE THE ZONING OF 1020 AUTO CENTER PARKWAY (APN: 011-523-021) FROM AUTOMOTIVE REGIONAL COMMERCIAL (CA) TO REGIONAL COMMERCIAL (CRG). THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 32) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15332 OF THE CEQA GUIDELINES (FIRST READING)

RECOMMENDATION: Approve ZMA-24-01 to change the Zoning of 1020 Auto Center Parkway from Automotive Regional Commercial (CA) to Regional Commercial (CRG)

B. ADOPT A RESOLUTION APPROVING THE 2024-2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENDATION: Adopt a resolution in order to:

1. Approve the FY2024-2025 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the FY2024-2025 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 5, 2024.

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**

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: KBB Seaside Venture, et al. and City of Seaside

Under Negotiation: price, terms of payment or both

**B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE PURSUANT TO
GOVERNMENT CODE SECTION 54957**

Title: City Manager

**C. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION
54957**

Title: City Manager

**D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
54956.9 (D)(2)**

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 20, 2024
5:00 p.m.

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

SUBJECT: RECEIVE PRESENTATION FROM THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) ON THE ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION (MICHAEL ZELLER, DIRECTOR OF PROGRAMMING AND PROJECT DELIVERY)

RECOMMENDATION

Receive a presentation from the Transportation Agency for Monterey County (TAMC)

BACKGROUND

The Transportation Agency for Monterey County (TAMC) is applying for funding through the state Active Transportation Program to extend the trails in Laguna Grande Park between Del Monte Boulevard and Fremont Boulevard. The project will also build a segment of trail on Fremont Boulevard between Cassanova Avenue and Canyon Del Rey, to fill a gap in the bicycle network. This application will build off the City of Seaside's funded project to upgrade the trails in Laguna Grande Park.

This project will be a segment of the Fort Ord Regional Trail and Greenway (FORTAG). FORTAG is a proposed 28-mile regional network of paved recreational trails and greenways connecting communities to open space. If funded, the Laguna Grande segment will connect to the Canyon Del Rey segment, which will start construction in spring 2024.

TAMC is requesting a letter of support from the City of Seaside. TAMC has entered into a Master Agreement with the cities of Seaside and Monterey and the Monterey Peninsula Regional Parks District for construction and maintenance of the FORTAG trail.

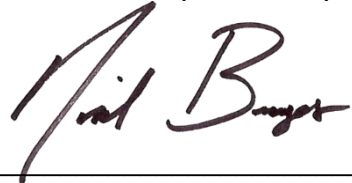
FISCAL IMPACT

There is no fiscal impact on this item.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Matthew Doza, Sergeant

DATE: June 6, 2024

SUBJECT: 4TH OF JULY OPERATIONS PLAN (POLICE COMMANDER MATT DOZA)

RECOMMENDATION

Staff Recommends City Council Receive Presentation.

BACKGROUND

The City of Seaside has a zero-tolerance policy for illegal fireworks. In partnership with the Seaside Fire Department, the Seaside Police Department and the Fireworks Task Force, we have formulated an operations plan for illegal firework suppression. The operation will focus on public education and the safety of citizens, visitors, and property from the use of illegal fireworks.

The operations plan includes:

Public Education and Warnings

The Seaside Police Department will begin public awareness surrounding illegal fireworks through social media. The Police Department will send out informational media releases and the city will situate portable message boards in advance on major thoroughfares. These efforts will continue through various outreach platforms as we lead up to the 4th of July.

Enforcement

All officers have been directed to enforce firework-related violations under a ZERO-TOLERANCE directive. Any violation observed by police, or reported by a witness willing to sign a citation, will be strictly enforced.

Staff anticipates an increase in firework-related calls leading up to July 4th, and will be prepared to respond accordingly. On July 4th, two teams of police officers will be designated to enforce fireworks during the day and evening hours. The team will consist of a command staff, two sergeants each leading a team of police officers. The Records Division will also have additional staff on July 4th to

assist with fireworks service calls. Extra officers will work one week leading up to the 4th of July, and one week after (or as needed) to suppress illegal fireworks activity. Additionally, this year, we will have private security mobile patrol staffed with 12 security officers patrolling and identifying properties and groups igniting illegal fireworks to report back to the police department.

The Seaside Fire Department

The fire department along with the police department will deploy drones to monitor places open to the public for fire safety hazards and gather data, which is expected to result in video evidence of illegal firework possession and use. Seaside police will use the video evidence to aid enforcement. SSFD will have an extra engine to respond to emergency calls or fires related to fireworks.

Seaside Police Hotlines & Phones Numbers

Staff will monitor the Seaside Police Department's social media (Twitter & Facebook) for tips regarding illegal firework possession and use. We will use any viable information for enforcement and the issuance of citations. Additionally, Seaside PD will have three hotlines for community members to call in illegal fireworks activity. We will also have a texting option in addition to the non-emergency dispatch center. Although we encourage community members to identify themselves and sign citations, members of the public can remain anonymous if they desire.

Hotlines:

[831-899-6756](tel:831-899-6756)

[831-899-6747](tel:831-899-6747)

[831-899-6748](tel:831-899-6748)

Dispatch:

[831-394-6811](tel:831-394-6811)

[831-769-8888](tel:831-769-8888)

Text:

[831-242-0435](tel:831-242-0435)

Illegal Firework Disposal

The Seaside Police Department will work with Seaside Fire for disposal of fireworks collected.

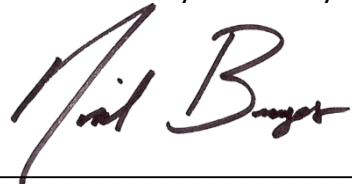
FISCAL IMPACT

Fiscal impact to be reported at a later time in an after action report.

ATTACHMENTS

1. Seaside Police Dept 4th of July 2024 contract

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



SHORT-TERM SECURITY CONTRACT

STC Contract # 2024

CONDOR SECURITY AGREES TO PROVIDE SECURITY SERVICES FOR: Seaside Police Department

LOCATION:	Seaside, Ca		
TYPE OF SECURITY:	6 – Unarmed Sec. Officers 5 – Armed Lead Officers 1 - Armed Supervisor	# OF OFFICERS:	12
ATE/TIME(S):	Thursday, July 04, 2024. 4:00PM – 1:00AM (4 th of July Holiday)		
HOURLY RATE:	PER GUARD/PER HOUR/PER DAY Rates and Schedule Below		
ESTIMATED TOTAL	\$10,400.00		
CLIENT:	Seaside Police Department	ON-SITE CONTACT: Matt Doza- Commander	
BILLING ADDRESS:	440 Harcourt Ave	CITY, STATE, ZIP: Seaside, CA 93955	

EMAIL ADDRESS:	Mdoza@ci.seaside.ca.us	Contact #: 831-899-6751
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QTY	TYPE OF SERVICE	DESCRIPTION OF SERVICE	UNIT PRICE PER HOUR/PER OFFICER	Estimated totals
6	Unarmed Security Officers	July 04, 2024 4:00PM – 01:00AM 9 Hours + Premium Lunch	\$55.00 Holiday Rate	\$3,300.00
5	Armed Lead Security Officers		\$75.00 Holiday Rate	\$3,750.00
1	Armed Supervisor		\$95.00 Holiday Rate	\$950.00
6	Vehicle Patrol Units		\$400.00 per Unit	\$2,400.00
<i>Estimated Total</i>				\$10,400.00



We Accept: Money Orders, Cashier's Check, and all major CC (\$5.00 convenience fee)

1. **Rates.** The rates set forth on Schedule A along with the terms and conditions set forth therein shall be considered part of this Agreement. In addition to the rates specified in Schedule A, irrespective if during the term specified in this paragraph or if the Agreement is month to month, with at least seven (7) days' notice to Client, CSA may increase its rates or include surcharges to its billed rates due to increased labor costs, increased fuel or other costs, or tax or payroll increases associated with CSA guards that CSA is legally required to pay, such as legally mandated benefits, payroll taxes, social program contributions, or charges linked to benefit levels. The client's payment of the new rates shall be deemed as acceptance of such new rates.
2. **Term.** Subject to section 4 below, this Agreement shall be in effect and commence on the Effective Date and continue for a period of days / or from 07/04/2024 ("Term"). If the Term is more than six months, upon expiration of the Term, this Agreement shall continue a month-to-month basis, terminable by either party upon thirty days' notice, or all other provisions of this Agreement shall be automatically extended until the Agreement is terminated.
3. **Termination for Cause.** Client's Termination for Cause. Client may terminate this Agreement if CSA fails to materially perform or comply with the terms and conditions of this Agreement after being given 14 days written notice of such failure and CSA does not cure or remedy such failure.

CSA's Termination for Cause. CSA may terminate this Agreement if Client fails to make payment of any invoice within thirty (30) calendar days after it is rendered or fails to materially perform or comply with the terms and conditions of the Agreement.
4. **Invoicing.** Invoices will be mailed/emailed or delivered to such office as Client directs. Payment will be due upon receipt. All amounts not paid within 10 days of delivery will be subject to interest calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. CSA, Inc. reserves the right to terminate this Agreement immediately upon default by Client in the payment of any monies due, owing, and unpaid, in addition to all other remedies available, CSA, Inc. at its sole discretion, may declare this Agreement in default and cease performing services for Client. In the event CSA, Inc. engage attorneys for the collection of amounts owed, CSA, Inc. shall be entitled to recover all costs and expenses incurred, including without limitation, its attorneys' fees, and legal costs, and said sums shall be added to the amount payable hereunder and be collected as a part thereof.
5. **Security Officers.** The officers/guards furnished by CSA, Inc. per this Agreement are employees of CSA, Inc. and CSA, Inc. shall be solely responsible for payment of all its employees' wages, benefits, and expenses including maintaining worker's compensation insurance. CSA, Inc. shall furnish all guards California approved uniforms, badges, and accessories for performance of the services under this Agreement in accordance with industry standards. CSA, Inc. is responsible for the hiring, training, supervision, and dismissal of its guards/officers through its designated representatives. Upon written request of Client, CSA, Inc. will remove from service any of the security officers assigned to the Client's premises for reasonable cause.
6. **Liquidated Damages.** Each party recognizes that the other party has a significant investment in the recruitment, hiring and training of its employees. Accordingly, CSA, Inc. and Client agree that during the term of this Agreement or any extension, and for a period of twelve (12) months immediately following termination, they shall not, without express written permission of the other party, directly or indirectly hire, contract with or solicit for employment or contract any person employed by or contracted with the other party who, if CSA, Inc., performed services related to this Agreement on Client's behalf, or if Client, directly interacted with CSA, Inc. in CSA, Inc.' performance of its duties per this Agreement, such as a contract manager, trainer, or liaison. If a party hereto hires or contracts with any person who performed services on the other party's behalf during the period set forth in this paragraph, instead of requiring any proof of damages or losses, that party shall pay the other party the sum of Fifty Thousand Dollars and No Cents (\$50,000) as liquidated damages (but not as a penalty.) Neither the breach of this paragraph nor the payment of liquidated damages by Client or CSA, Inc. shall affect the continuing validity or enforceability of this Agreement.
7. **Risk of Injury/Loss.** CSA, Inc. and Client shall both maintain comprehensive general liability insurance policy for personal injury and property damage or loss of no less than \$1,000,000.00 in respect of bodily injury to, personal injury to or death of any one person, and in an amount not less than \$2,000,000 in respect of bodily injuries, personal injuries and/or death(s) occurring in any one occurrence and in an amount not less than \$2,000,000 in respect of property damaged or destroyed. Client acknowledges that while CSA, Inc. services are intended to reduce loss, risk or injury to Client, its property, and invitees, unlimited protection from such loss, risk or injury is neither feasible nor possible. Accordingly, Client shall look solely to insurance proceeds for the satisfaction or omissions of Client, or its agents, employees, invitees, or guests. The provisions of this Section shall survive the termination of this Agreement with respect to any claims or liability attributable to acts or omissions existing or occurring prior to such termination. Of any claim against CSA, Inc. for personal injury or property damage or loss. Should Client require a Waiver of Subrogation, a 3-5% increase will be added to the proposed rate.



8. Non-Liability for Certain Acts or Omissions. Notwithstanding anything to the contrary herein, CSA shall not be liable for injury to person or damage to or loss of property, and Client shall indemnify, defend, and hold CSA, its employees, and shareholders, harmless from any and all liability, loss, claim, or actions (including attorneys' fees), occasioned or caused by the acts
9. Force Majeure. CSA, Inc. shall not be in default under this Agreement because of any failure to perform in accordance with this Agreement if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government or law enforcement, fires, floods, epidemics, quarantine, restrictions, strikes, or all causes beyond control of CSA, Inc. If a cancellation is due to an act of government or law enforcement, Client shall be liable to CSA, Inc. for all actual officer hours worked plus all scheduled officer hours for the day the event was cancelled.
10. Compliance with Laws. Client represents and warrants that it is duly registered, licensed and operating in full compliance under all applicable State laws. Client agrees that it will always maintain valid registration and licensing during the performance of this Agreement for all its business activities for which CSA, Inc. will be providing security services. The client will immediately notify CSA, Inc. in writing of any suspension, revocation or expiration of such registration or licensing. Client has provided CSA, Inc. (as applicable) with a copy of the following before CSA, Inc.'s performance under this Agreement.
- State commercial cultivator cannabis license.
 - Local commercial cannabis license.
 - Seller's permit.
 - Confirmation letter from CDTFA for Seller permit exemption _____
- Client shall indemnify, defend and hold CSA, Inc. harmless against any and all claims that may arise as a result of Client violating or alleged to have violated any federal, state or local laws pertaining to Client's operations, and shall reimburse CSA, Inc. for any reasonable legal fees and costs incurred in connection with the defense of said claims, including legal fees and costs incurred by CSA, Inc. to retain counsel for addressing or responding to any federal, state or local investigation commenced against Client.
11. Assignment. Neither this Agreement nor any rights hereunder may be assigned except with the prior written consent of the other parties hereto.
12. Extra Officers. If the Client requests additional employees on short notice (defined as less than 3 business days) for short-term coverage, CSA, Inc. agrees to use its best efforts to make such additional employees available. Client will be billed at the overtime rate in accordance with Schedule A.
13. Holiday Rates. Eight (8) holidays are recognized by CSA, Inc., New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. Any hours worked on these recognized holidays, (should the holiday fall on a weekend day, then the federally observed holiday), will be billed at the holiday rate listed on Schedule A.
14. Prior Agreements. This Agreement supersedes all previous agreements between CSA, Inc., and the Client, and represents the entire agreement between the parties. This Agreement may not be amended or modified except in writing, signed by CSA, Inc., and Client.
15. Legal Fees. If any legal action is necessary to enforce the terms of this Agreement, the parties shall each bear their own costs and attorneys' fees, except for claims pursuant to sections 3 and 11.
16. Mediation/Arbitration. The parties shall use the procedure outlined in this section to resolve any dispute related to this Agreement. The purpose of the alternative dispute resolution procedures in this section is to resolve all disputes, contests, and claims without litigation. A party who has any dispute relating to this Agreement shall provide written notice to the other party describing the general nature of the controversy. The parties shall agree upon one mediator to mediate the dispute. If the dispute is not resolved at mediation, the parties shall submit to mandatory and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's judgment may be entered in any court having competent authority. Unless otherwise agreed to by the parties, the venue for such arbitration shall be in Monterey, CA.
17. Reports. The Client will be given weekly or daily security reports of all properties covered by CSA, Inc. for the Client. The weekly reports or daily reports will be in writing and based on guard rotation and actions. Guards will sign in and out when on-site, and they will check in with staff at these times. The guards are to patrol and monitor the grounds and corridors. Quarterly reviews of guard performance and conduct may be provided by Client to CSA, Inc.
18. Non-Discrimination. During the performance of this Agreement, Client and Contractor shall not differentiate or discriminate in carrying out their respective obligations pursuant to this Agreement based on race, religion, creed, color, national origin, ancestry,



sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or on any other basis prohibited by applicable law.

19. Individual Guarantee. If Client is an entity (i.e., corporation, limited liability company, limited partnership, etc.) requiring an individual member, shareholder, or partner, (as applicable) of the entity signature to this Agreement, by affixing their signature below, said individual(s) agrees to personally guarantee and be jointly and severally liable for all of Client's obligations set forth herein.

20. Severability. If any provision or provisions of this Agreement should be held to be invalid, illegal, or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. Captions and Headings. The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit, or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

22. Modifications. This Agreement can only be modified by a written Agreement duly signed by authorized representatives of CSA, Inc., and Client.

23. Fuel Escalator Clause. Customer agrees that in the event the transportation industry experiences a severe increase in fuel (above \$4.00/gallon), additional temporary fees may be assessed to the compensation structure outlined in Schedule-A. Customer will be notified seven (7) days before such an increase would take effect. Condor will reevaluate an increase and adjust accordingly based upon market trends.

All last-minute cancellations will be billed at a minimum of 6 hours per day, except as otherwise specified herein. All short-term contracts are subject to hire CSA officers for a minimum of 6 hours per guard. In the event of a last-minute cancellation and the security guard(s) cannot be notified prior to their arrival at the job site, no refund will be given to the client due to incurred costs, except as otherwise specified herein. If the event is terminated earlier than the scheduled time on the contract, whether due to disturbance or any other reason, no refund will be given to the client, except as otherwise specified herein.

There is a \$50.00 charge for NSF checks. Should a Waiver of Subrogation be required, a 3-5% increase will be added to the proposed rate. It is understood and agreed between CSA, Inc., and the client that CSA, Inc. is not an insurer against loss or damage to property or person, and that the rates being paid to CSA are not for insurance or a substitute for Client obtaining against such losses. Neither CSA, its management, employees, agents, officers, or ownership make any guarantees, implied or otherwise, that no loss will occur, or that service supplied will avert or prevent occurrences or losses which the service is designed to help detect or avert. CSA, on behalf of itself and its agents, represents and warrants that all services will be provided by duly qualified and/or licensed (as applicable) security professionals in accordance with accepted industry practices and applicable law. The client hereby agrees to defend at its own expense, indemnify and hold harmless all claims, lawsuits, demands or losses alleged to be caused by CSA and its employees or agents for failure to prevent an injury to person, property or theft of property, except to the extent caused by the negligence or willful misconduct of CSA or its employees or agents, in which event CSA will defend at its own expense and so indemnify and hold harmless client.

THE NUMBER OF GUARDS CONTRACTED FOR THE EVENT IS DETERMINED BY THE NUMBER OF GUESTS EXPECTED. If more guests arrive than stated in the contract, the client hereby agrees that additional guards will be dispatched, and the client will pay cash for the additional guards upon their arrival. PLEASE TRY TO ESTIMATE THE CORRECT NUMBER OF GUESTS WHEN SCHEDULING THE GUARDS, THIS ENSURES NOT ONLY THE SAFETY OF YOUR GUESTS, BUT ALSO THE SAFETY OF THE GUARDS.



**This is a contract on the services named, subject to the conditions noted below.
(Please initial next to each line item)**

 Our best effort will be made to ensure that overtime does not incur. However, due to unexpected schedule changes, if OT should occur, it will be billed at the designated rate. Overtime will be incurred after the eighth consecutive hour worked by a single officer.

 Holidays will be billed at a separate rate for the following Condor Security of America, Inc. corporate holidays: New Year's Day, Easter, Memorial Day, July 4th (Independence Day), Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

 If the security officer's shift extends past 6 hrs., the security officer will be required to take a 30-minute break off-site at no additional expense to the client. If the security officer is required to stay on site during the shift, the client will be responsible for paying one (1) additional hour at the expense of the contracted regular billing rate for every officer which has exceeded a 6-hour shift.

"Meal Breaks. Paragraph 4 (DOL)

If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968.

If an employer fails to provide an employee a meal period in accordance with an applicable [IWC Order](#), the employer must pay one additional hour of pay at the employee's [regular rate of pay](#) for each workday that the meal period is not provided. [IWC Orders](#) and [Labor Code Section 226.7](#) This additional hour is not counted as [hours worked](#) for purposes of overtime calculations."

 To initiate the short-term contract, a deposit of **\$10,400.00** , is required upon signature.

This contract is valid for 30 days from the date stamped at the top of the initial contracting email. After 30 days, this contract is subject to change unless an official contract has been signed.

CLIENT SIGNATURE:

DATE: 05/21/2024

CLIENT NAME (PRINT):

Seaside Police Department (Commander Matt Doza #34922)

CLIENT TITLE:

Commander (Acting Chief of Police)

CONDOR REPRESENTATIVE:

DATE:

CONDOR REP (PRINT):

Daniel Flores

CONDOR TITLE:

Contract Specialist



ACCOUNTING/INVOICING

To properly invoice for services rendered, please complete the following information for the Point of Contact handling Accounting/Billing for your business:

PRIMARY POC

Name (First, Last)	Gina Lualemana
Title	Sr. Admin Asst.
Email	glualemana@ci.seaside.ca.us
Telephone Number	831-899-6753
Billing Address	440 Harcourt Avenue, Seaside, CA 93955

SECONDARY POC

Name (First, Last)	
Title	
Email	
Telephone Number	
Billing Address	

IF APPLICABLE

Check the applicable field and provide additional information as needed. If not applicable, please mark N/A.

☐	Vendor Account Number	9226
--------------------------	-----------------------	------

☐	Purchase Order Number	
--------------------------	-----------------------	--



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(800) 672.6057 Toll Free | (831) 717-1313 Phone | (831) 717-1314 Fax | www.CondorSecurity.com
DBE (Disadvantage Business Enterprise) • SBA 8A (Small Business Administration) • GSA GS-07F-009GA
CA #17080 AZ #M55884 NC #1913-GP OR #68080 NV #21378 WA #1073 VA #11-16590 MD #104-5382

INSURANCE



CONDSEC-02

LGLYNN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Lisa Glynn PHONE (A/C, No, Ext): E-MAIL: lisa.glynn@hubinternational.com ADDRESS:	FAX (A/C, No):
INSURED Condor Security of America Inc. 1522 Constitution Blvd. #112 Salinas, CA 93905	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Summit Specialty Insurance Company	NAIC # 16889
	INSURER B: Security National Insurance Company (Am Trust)	19879
	INSURER C: Southern Insurance Company	19216
	INSURER D: Sentinel Insurance Company, Ltd.	11000
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJEC ☐ LOC ☐ OTHER:	X	SCGL005000005802	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		SPP181188301	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		SXCS005000010202	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	OWC1010169	1/13/2024	1/13/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	BPP		51 SBA BB0773 SC	1/20/2023	1/20/2024	Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: CSA, Inc.
Endorsement Attached: CG20100413

CERTIFICATE HOLDER

CANCELLATION

CSA, Inc. 1522 Constitution Blvd., #112 Salinas, CA 93905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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CA #T7080 AZ #1655884 NC #1913-GP OR #68080 NV #21378 WA #1073 VA #11-16590 MD #106-5382

INSURANCE

If specialized insurance requirements are needed, please notate below the reason for the specialized insurance requirements and all applicable information surrounding the request (business name/Db, physical addressed.). If not required, please mark N/A.

Client:
Representative

DATE:

Name (Please Print)



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, May 16, 2024
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, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for the invocation. The pledge was led by Council/Agency Member Burks.

4. REVIEW OF AGENDA

Item 7P was pulled from consideration from the consent agenda. An urgency item was added by 4/5th vote for a closed session and will be item 12D – Conference with legal counsel pursuant to Government Code 54956.9(d)(2) – Existing Litigation: Monterey County Superior Court, Case Name: Petrovich Development, et al. v. City of Seaside, et al., Case Number: Case # 21CV003630.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to amend the agenda.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

5. PUBLIC COMMENT

Rikki Ross, Bobby Maxwell, Peter Kaiser, Tanya Roos

6. PUBLIC AGENCY COMMUNICATIONS

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS COVERING EVENTS BETWEEN MAY 16 THROUGH JUNE 8

Citywide Events and Community Announcements Video reviewed the following upcoming events:

- ARTS4MC is conducting a Community Input Workshop, Saturday, May 18th, from 9:30am-1pm, at Palenke Arts. To RSVP for this even, visit [ARTS4MC.ORG](https://www.arts4mc.org).
- The Seaside Recreation Department is holding a Lifeguard Class on Saturday, May 18th, from 8am-5pm, at Pattullo Swim Center. The entry fee for Seaside residents is 135 dollars, 150 dollars for non-residents, and for those who are ready to give a commitment to be employed by the City, the class is FREE! For more information, follow @SeasideRecreation on Instagram, or call 831-899-6800.
- May 19th through the 25th is National Public Works Week! 2024 Marks the 64th year that the American Public Works Association has recognized engineers, managers, and employees at all levels of government and the public sector for their hard work and dedication.
- On Saturday, May 18th, the Seaside Police Department, along with the Transportation Agency for Monterey and their Safe Routes to School Program, invite you to Kids Bike Safety Day! This fun-filled family event will start at 10am, at Roberts Lake Park. Kids of all ages can test their skills on an obstacle course and learn essential safety tips. There will be safety gear giveaways, including helmets, bike lights, and bells-- which will be handed out on a First-Come First-Serve basis. So, hop on your bike and head over for a group ride around Roberts Lake until 1pm. Don't miss this chance to connect with your local police department and enjoy a day of cycling and fun!
- Residents of lower socio-economic status can pick up Free Boxes of Produce Every Thursday, from 3-7pm at Laguna Grande Park during the Seaside Farmer's Market. The boxes are handed out on a first come, first served basis, and quantity is limited. Be sure to bring proof of status in order to collect.
- The Seaside Fire Department, in collaboration with neighboring Fire Departments, is joining forces to raise funds for the Muscular Dystrophy Association. This initiative will take place on Saturday, May 25th, from 10am – 4pm, at the intersection of Playa Avenue and California Avenue in Sand City. This event was spearheaded by Seaside Fire's own Liliana Garcia, so, lets show our Seaside pride and help these amazing Firefighters fill their boots with donations for this important cause!
- The City of Seaside is developing their first Climate Action and Adaptation Plan. There are three ways that you can participate in this discussion in the month of May. For more information, and to access the survey for this project, visit the News Flash section of the City's website.
- Pattullo Swim Center's Annual Summer Kick-Off on Saturday, May 25th, from 1-3PM
- Wednesday, May 29th, MBFC will host the top team in the Eastern Conference, the Charleston Battery, in a duel for standing supremacy. New Mexico United will be in town for a Sunday afternoon contest on June 2nd at 4pm. Two games in 5 days? There is no reason to miss some top shelf summer footy at the Kelp Fortress. For more information, or to purchase tickets, visit [MontereyBayFC.com](https://www.MontereyBayFC.com)!

- On Saturday, June 15th, starting at 1pm, the Monterey County Black Caucus presents the 5th annual Juneteenth Monterey County event at Laguna Grande Park.
- CalFresh EBT and SUNBucks card holders...Now is the time to DOUBLE your purchasing power at local produce vendors. There are two ways to take advantage of this exciting deal: Visit a participating Farmer's Market—Every time you spend 30 dollars or more, you will get an EXTRA 30 dollars worth of fruits and vegetables. Stop by any Monterey County La Princesa Market and receive up to 15 dollars a day with a 50% discount on your purchase of California-grown produce. For more information, and to see where to take advantage of these fantastic deals, text "FOOD" to (831) 215-3342, or visit www.calfresh.org.

7. **CONSENT AGENDA**

PUBLIC COMMENT: Robert Daniels

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt the consent agenda as presented.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

A. APPROVE MINUTES FROM MAY 2, 2024

ACTION: APPROVED

B. APPROVE PROCLAMATION RECOGNIZING MAY 19 - 25, 2024, AS "NATIONAL PUBLIC WORKS WEEK"

ACTION: APPROVED

C. APPROVE A PROCLAMATION RECOGNIZING MAY 15, 2024, AS "NATIONAL PEACE OFFICERS MEMORIAL DAY", AND MAY 12-18, 2024, AS "NATIONAL POLICE WEEK"

ACTION: APPROVED

D. APPROVE PROCLAMATION RECOGNIZING MAY 5TH-11TH, 2024 AS NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEE APPRECIATION WEEK

ACTION: APPROVED

E. APPROVE A PROCLAMATION RECOGNIZING LENORA SHERMAN BEAN AS

A RECIPIENT OF THE MAYORS KEY TO THE CITY

ACTION: APPROVED

- F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BLACK STUDENT ALLIANCE FOR COST ASSOCIATED WITH THEIR TRIP TO VISIT HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AFRICAN AMERICAN CIVIL RIGHTS AND HISTORY MUSEUMS, AND PEACE AND JUSTICE MEMORIAL IN LOUISIANA, MISSISSIPPI, AND ALABAMA**

ACTION: APPROVED

- G. APPROVE A FEE WAIVER FROM MONTEREY PENINSULA RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON OCTOBER 12, 2024**

ACTION: APPROVED

- H. APPROVE THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE JUNE 28 - JULY 5 BY MONTEREY CONDORS CLUB, SEASIDE AQUATIC CLUB INC., MONTEREY BAY CHRISTIAN CENTER, WORLD OUTREACH SERVICES INC., IGLESIA VIDA CAMINO VERDAD OF THE ASSEMBLES OF GOD, THE VILLAGE PROJECT AND RECOGNIZING MILITARY SERVICE CENTER**

ACTION: APPROVED

- I. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM WE WORSHIP COLLECTIVE FOR COST ASSOCIATED WITH THEIR YOUTH SUMMER CAMP**

ACTION: APPROVED

- J. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2024-2025 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**

ACTION: ADOPTED RESO

- K. ADOPT A RESOLUTION AUTHORIZING THE AMENDMENT AND SUBMISSION OF THE REGIONAL EARLY ACTION PLANNING (REAP 2.0) GRANT APPLICATION FOR HOUSING ELEMENT IMPLEMENTATION ACTIVITIES**

ACTION: ADOPTED RESO

- L. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR**

**HAZARDOUS MATERIALS INVESTIGATION, WASTE
CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION
SERVICES**

ACTION: ADOPTED RESO

- M. ADOPT A RESOLUTION AUTHORIZING THE ACTING 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

- N. ADOPT A RESOLUTION AUTHORIZING THE ACTING 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

- O. ADOPT A RESOLUTION CREATING THE POSITION OF INFORMATION TECHNOLOGY DIRECTOR, AMENDING THE FISCAL YEAR 2023-24 BUDGET AND MODIFYING THE POSITION ALLOCATION LIST TO REFLECT ORGANIZATIONAL CHANGES**

ACTION: ADOPTED RESO

- P. ADOPT A RESOLUTION APPROVING THE REMOTE MEETING PARTICIPATION POLICY AND REINSTATING THE ACCEPTANCE OF PUBLIC COMMENT VIA VIRTUAL TELE-CONFERNING PLATFORM (CURRENTLY ZOOM) EFFECTIVE JUNE 6, 2024**

ACTION: NO ACTION – PULLED FROM AGENDA

- Q. ADOPT A RESOLUTION CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR THE SUBMISSION TO THE QUALIFIED VOTERS A QUESTION "SHALL THE TERM OF OFFICE FOR MAYOR BE FOUR YEARS?" COMMENCING WITH THE 2026 GENERAL MUNICIPAL ELECTION**

ACTION: ADOPTED RESO

- R. REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION FOR 2 HOUR PARKING IN FRONT OF 1424-1444 FREMONT BOULEVARD**

ACTION: APPROVED

8. PUBLIC HEARING

A. GENERAL PLAN AMENDMENT GPA-24-01: AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF SEASIDE TO REPEAL AND REPLACE THE ENTIRETY OF THE GENERAL PLAN, EXCLUDING THE HOUSING ELEMENT, WITH A NEW GENERAL PLAN, ENTITLED SEASIDE 2040; AND CERTIFYING AN ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE PROJECT

Andy Myrick, Economic Development & Community Planning Manager provided a presentation reviewing the new general plan entitled Seaside 2040.

PUBLIC COMMENT: Laura Davis, Patrick Furtado, Bill Weigl, Tanya Roos, Kay Cline

On motion by Mayor Pro Tem Pacheco and second by Council/Agency Member Burks and carried by the following, the City Council/Successor Agency moved to adopt a resolution certifying the final environmental impact report for the Seaside 2040 general plan update project, make the CEQA findings, and adopt a mitigation monitoring and reporting program.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NOES

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution amending the seaside general plan to repeal and replace the entirety of the seaside general plan, excluding the housing element, with a new general plan entitled Seaside 2040.

RESULT: 4-1-0-0

AYES: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO

NOES: MILLER

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE UPDATED SIDEWALK INSPECTION AND REPAIR PROGRAM; RECEIVE AN UPDATE ON SIDEWALK MAINTENANCE; AND APPROVING AN ENCROACHMENT PERMIT FEE WAIVER FOR PROPERTY OWNERS REQUIRED TO REPAIR OR REPLACE THE SIDEWALK FRONTING THEIR PROPERTY

Nisha Patel, Public Works Director/City Engineer, provided a presentation reviewing the sidewalk inspection and repair program. The updates proposed were to clarify the documentation and maintenance process, and to include an option for property owners to pay for the City to initiate repairs.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller, and carried by the following vote, the City Council/Successor Agency moved to approve the updated sidewalk inspection and repair program; and approve an encroachment permit fee waiver for property owners required to repair or replace the sidewalk fronting their property.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO

B. RECEIVE A PRESENTATION AND CONSIDER ADOPTING A RESOLUTION APPROVING THE CITY OF SEASIDE PARKS AND RECREATION MASTER PLAN

Dan Meewis, Recreation Director, introduced consultant, Steve Duh, Conservation Technix, Inc. Mr. Duh provided a presentation reviewing the Parks & Recreation Master Plan, its community engagement efforts.

PUBLIC COMMENT: Rachel Christopherson, Bobby Maxwell, Tanya Roos

On motion Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the parks and recreation master plan.

RESULT: 5-0-0-0

AYES: BURKS, GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ACTION: ADOPTED RESO

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

None

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

Reports provided.

12. CLOSED SESSION

Sheri Damon, City Attorney, read the closed session items and expected to provide a report out.

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

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: KBB Seaside Venture, et al. and City of Seaside

Under Negotiation: price, terms of payment or both

No report.

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

Monterey County Superior Court

Case Name: Arzadon, et al. v. City of Seaside, et al.

Case Number: Case # 20CV003118

May 10, 2024, the court entered an order to award the City \$177,818.83 for the recovery of cost associated with addressing the abatement of a drug house.

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (d)(2)

Potential Litigation (2 Matters)

No report.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9-EXISTING LITIGATION

Monterey County Superior Court

Case Name: Petrovich Development, et al. v. City of Seaside, et al.

Case Number: Case # 21CV003630

The City Council decided to pursue a conditional settlement of \$850,000.00

13. ADJOURNMENT

With no further business the meeting adjourned at 8:55 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: Nicholas Borges, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: June 6, 2024

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 24, 2024 through April 12, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 1, 2024, March 15, 2024, and March 29, 2024. Total Accounts Payable and Payroll for the above referenced period is \$9,345,920.31.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting, the Council is provided a listing of the payroll and general checks issued since the last report so that the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform to the approved budget.

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

A description of the checks and wires exceeding \$10,000.00 are as follows:

- \$14,604.26 to Advexure LLC for Drone equipment and accessories for the Police Department.
- \$10,812.50 to Allen Huggins for Professional investigative services to support the Police Department.

- \$13,505.00 to William Khieu, MD, Professional Corp. for Medical exam services for the Fire Department.
- \$40,620.00 to Atkinson, Andelson, Loya, Ruud & Romo for Professional legal services for the period of January 2024.
- \$18,495.00 to Burke, Williams & Sorensen, LLP for Professional legal services to assist the City Attorney for the periods of November 2023 & January 2024.
- \$17,590.47 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 1/23/24-2/24/24. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$16,975.55 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 2/23/24-3/22/24. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the quarter from April 1, 2024 through June 30, 2024.
- \$17,127.84 to Conservation Technix Inc. for Professional services for the parks & recreation master plan for the period of February 2024.
- \$197,148.00 to County of Monterey for Payment for FY 2023-24 Quarter 4 Dispatch Services.
- \$11,745.00 to CSG Consultants, Inc. for Professional services for Highland Otis Landscape Project for the periods of November 27, 2023 through December 24, 2023.
- \$12,522.50 to DKS Associates for Professional transportation services for the period ending 2/29/24.
- \$22,254.67 to Don Chapin Company, Inc. for Construction services for the Hot Spot Pavement Repair Project FYE 2023.
- \$18,297.23 to Enterprise FM Trust for the monthly payment for (21) leased City vehicles for the period of March 2024.
- \$21,508.68 to Enterprise FM Trust for the monthly payment for (21) leased City vehicles for the period of April 2024.
- \$34,794.40 to Fermin M. Gonzales for Completion of stars installation for the Walk of Fame 2023 project.
- \$96,744.55 to Granite Rock Company for Construction materials and services for the Pavement Rehab Project (Phase 4).
- \$82,879.93 to Granite Rock Company for Construction services for Cutino Park Improvement Part 2, Phase 1 through February 29, 2024.
- \$68,468.68 to Harris & Associates, Inc. for Campus Town Phase 1 Demolition services for the period of January 2024; Pavement Rehab Project services for the periods of May 2023 through January 2024.
- \$11,300.25 to Hope Services for Maintenance services for the period of February 2024.
- \$21,000.00 to JEA & Associates for Fees for professional services for the periods

of February-April 2024.

- \$15,621.04 to John C Gemma for HPe Nimble Storage Support 3-Year Renewal; Network support services for the periods of January-March 2024.
- \$159,971.57 to Kimley-Horn and Associates, Inc. for Professional services for the Campus Town project outstanding fees for calendar year 2023.
- \$14,267.86 to Kraemer Engineering Inc. for Construction services for Fernando Park Improvements project for FYE 2023.
- \$12,500.00 to Meals on Wheels of the Monterey Peninsula for CDGB expenses for home delivered meals for Quarter 3 FYE 2024.
- \$25,460.33 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of December 2023 for the 13 Seaside motels/hotels.
- \$25,672.68 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of January 2024 for the 13 Seaside motels/hotels.
- \$27,362.61 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of February 2024 for the 13 Seaside motels/hotels.
- \$97,805.16 to Monterey Peninsula Engineering for Professional services for Yosemite/San Pablo Drain Inlet Improvements project.
- \$17,887.00 to Monterey Peninsula Engineering for Professional construction services of the Lincoln Cunningham Basketball Court for the retention release.
- \$31,186.51 to Monterey Peninsula Water Mgmt District for Seaside Basin Water master services for the periods of July-December 2023.
- \$58,441.68 to Parametrix, Inc. for Professional development services through February 3, 2024: a local road traffic safety plan; traffic-calming plan for the mile-long Hilby Avenue corridor; San Pablo traffic-calming services; on-call services.
- \$39,560.35 to Parametrix, Inc. for Professional development services through March 2, 2024: Traffic calming plan for the mile-long Hilby Avenue corridor & San Pablo traffic-calming plan.
- \$11,730.00 to Pavement Engineering, Inc. for Professional services for the Pavement Rehab Project (Phase 5).
- \$80,594.45 to PG&E for Collective acts for streetlights, highway lighting, park lights and city office buildings. Service for the statement period of February 2024.
- \$60,000.00 to Premo Roofing Company for Re-roof services for Corp Yard located at 610 Olympia Ave.
- \$37,919.50 to Raimi & Associates, Inc. for Professional services for the City's 6th Cycle Housing Element for the periods of November 2023-January 2024.
- \$19,819.42 to Randazzo Enterprises Inc. for clean-up services for the Fort Ord fuel spill.
- \$11,987.50 to Robert S. Jaques for Water master tech program management services for the periods of February & March 2024.

- \$11,062.45 to RRM Design Group for Professional design services for the Fire Station 1 kitchen remodel project for the periods of December 2024 & January 2024.
- \$14,367.75 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project for the period of January 2024.
- \$95,754.88 to Salinas Valley Ford for the purchase of a 2024 F-550 regular cab truck.
- \$21,978.00 to Schaaf & Wheeler, Consulting Civil Engineering for Professional engineering services Storm Drain Master Plan project.
- \$10,163.36 to Sturdy Oil Company for 2,300 gallons of regular gas (ethanol) delivered to the public works department on 3/13/24.
- \$25,000.00 to The Village Project, Inc. for Community social services grant reimbursement request for the period January through March 2024.
- \$19,384.24 to TAPCO Inc. for the purchase of supplies for street sign upgrades.
- \$693,384.79 to Transportation Agency for Monterey County for Impact fees for Costco Gas Station & Ascent projects.
- \$412,072.67 to Transportation Agency for Monterey County for Impact fees for Enclave at Cypress Grove TAMC.
- \$975,303.43 to U.S. Bank St. Paul for City of Seaside joint powers financing authority lease revenue bonds (2006 Bayonet and Blackhorse Golf Course, Measure X Road Improvements, and Cutino Park Improvement projects).
- \$58,588.65 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of February 2024.
- \$60,106.50 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of March 2024.
- \$36,557.00 to Wallace Group for February 2024 invoices for projects: Ord Terrace Elementary School crossing, Cutino Park improvements (Part 2, Phase 1), Del Monte LID, Bike Safe Storm Grates, FOG Program Development/Training, Campus Town Water Augmentation, Lincoln Cunningham Basketball Court Improvements, Fernando Park Improvements, and on-call engineering support services.
- \$31,830.32 to Wallace Group for January 2024 invoices for projects: Cutino Park improvements (Part 2, Phase 1) & Fernando Park Improvements.
- \$13,575.48 to Whitson Engineers for February 2024 invoices for projects: Cutino Park improvements, Yosemite/San Pablo Storm Drain, and Lincoln Cunningham Arterial Trail.

The Net Payroll and Payroll benefits total was \$3,767,006.14.

The remaining checks, totaling \$1,578,602.48, include payments to vendors for operating expenditures.

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

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

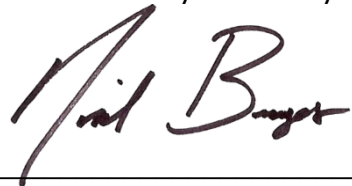
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Nicholas Borges, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: June 6, 2024

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of February 24, 2024 through April 12, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 1, 2024, March 15, 2024, and March 29, 2024. Total Accounts Payable and Payroll for the above referenced period is \$2,842.44.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

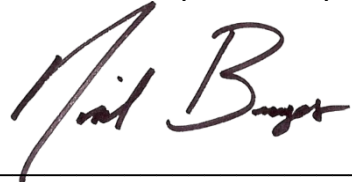
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING JUNE 2024 AS
PRIDE MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Proclaim the month of June as Pride Month in the City of Seaside.

BACKGROUND

Lesbian, Gay, Bisexual, Transgender and Queer/Questioning persons (LGBTQ+) Pride Month is currently celebrated each year in the month of June to honor and remember the 1969 Stonewall Riots.

FISCAL IMPACT

None

ATTACHMENTS

1. 2024 Pride Month Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager

CITY OF SEASIDE PROCLAMATION



RECOGNIZING JUNE AS LGBTQ+ **PRIDE** MONTH June 2024

WHEREAS, the City of Seaside has a diverse Lesbian, Gay, Bisexual, Transgender and Queer/Questioning persons (LGBTQ+) community and is committed to celebrating and supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of our residents within the City of Seaside that contribute to the enrichment of our City are a part of the LGBTQ+ community; and

WHEREAS, The City of Seaside has a long and proud history of inclusion and civil rights; and

WHEREAS, the City of Seaside commends the bravery and courage of all those in the LGBTQ+ community that face adversity and various forms of violence; and

WHEREAS, The Supreme Court decision guaranteeing marriage equality in all 50 States was a historic victory for the LGBTQ+ community, yet our country still has far to go with respect to the equitable treatment of the LGBTQ+ community; and

WHEREAS, continued opposition and oppression against members of the LGBTQ+ community make it important for cities to stand up and show solidarity and support for our LGBTQ+ residents and the community at large; and

WHEREAS, several cities across the United States recognize and celebrate June as LGBTQ+ Pride Month, which has become a symbolic month in which the LGBTQ+ community and allies come together in various celebrations of pride; and

WHEREAS, City Hall will be lit in pride colors; and the pride flag will be flown for the month of June.

NOW, THEREFORE BE IT PROCLAIMED, Ian N. Oglesby Mayor of the City of Seaside, do hereby proclaim the month of June 2024, as **Lesbian, Gay, Bisexual, Transgender and Queer/Questioning Persons Pride month** in the City of Seaside, symbolizing the City's celebration of diversity.

Ian N. Oglesby, Mayor
June 6, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

**SUBJECT: APPROVE LETTER OF SUPPORT FOR AN ACTIVE
TRANSPORTATION PROGRAM GRANT APPLICATION FOR THE
FORT ORD RECREATION TRAIL AND GREENWAY (FORTAG)
PROJECT**

RECOMMENDATION

Approve the letter of support for the Active Transportation Program grant as drafted.

BACKGROUND

The Active Transportation Program awards competitive grants for projects that encourage increased use of active modes of transportation, such as walking and biking. The Fort Ord Regional Trail and Greenway is a 28-mile multi-use trail that will create a wide, landscaped pathway for people of all ages and abilities through urban areas and open space. The trail will connect disadvantaged communities in Seaside, Marina, and Monterey County to the regional network of trails including the Materey Bay Sanctuary Scenic Trail. Environmental review for the entire Fort Ord Regional Trail and Greenway was completed in 2020.

The Laguna Grande segment of the Fort Ord Regional Trail and Greenway proposes a wheelchair accessible trail entering Laguna Grande Regional Park at Fremont Blvd and Highway 218 and rehabilitation of existing trails within the Park. The proposed segment also includes a multi-use sidewalk connection to the North Fremont median bike lanes from Casanova Ave into Laguna Grande Regional Park.

The Laguna Grande segment of the trail is a strong candidate for Active Transportation Program funding. The project fulfills the program's goals of increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-

motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities.

The proposed project builds on the funding that the City of Seaside will receive for the Recreation Trails Program grant for the rehabilitation of the existing trails within Laguna Grande Regional Park, including way-finding and interpretive signage. The main features of the proposed project, all of which are included in the environmental analysis for the Fort Ord Regional Trail and Greenway, include:

- Links to the North Fremont Street median bike lanes and the funded segment from Laguna Grande to Frog Pond.
- Paving the DG trails at the south end of Laguna Grande Regional Park and extending the trail connect to the intersection of 218 and Fremont Boulevard.
- A multi-use sidewalk connection to the North Fremont median bike lanes from Casanova Ave into Laguna Grande Regional Park.

The main benefits of the proposed segment include:

- Leveraging local funds to potentially bring in more than \$10 million in state funds to Monterey County
- Connections to two adjacent bicycle and pedestrian projects funded by the state Active Transportation Program grants (City of Monterey's North Fremont median bike lanes and pedestrian improvements and the Transportation Agency's Highway 218 segment of the Fort Ord Regional Trail and Greenway.
- Wheelchair access to Laguna Grande Regional Park at the intersection of Fremont Blvd and Highway 218.
- Safer pedestrian and bicycle access, including facilities for mobility-impaired users, to Laguna Grande Regional Park.
- Increased connectivity to popular outdoor and recreational space for the communities of Seaside and Monterey. The Laguna Grande Regional Park currently serves as the staging area for the City of Seaside's Sunday Blues in the park for other community events.

Transportation Agency staff recommends the City Council support the Active Transportation Program grant application for submission and issue a letter of support by the deadline of Monday, June 17th. Funding awards will be decided in December 2024, and funds are expected to be programmed in July 2025.

FISCAL IMPACT

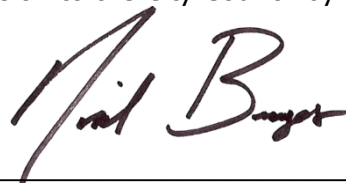
The California Transportation Commission is expected to provide approximately \$569 million for projects statewide. Funding priority is given to projects that leverage private,

federal, or local funds. The City of Monterey will contribute an estimated \$500,000 local match for the multi-use sidewalk connection to the North Fremont median bike lanes. Measure X funds designated for the Fort Ord Regional Trail and Greenway project (as described in the Transportation Safety and Investment Plan) will fill any remaining funding gap.

ATTACHMENTS

1. FORTAG Letter of Support
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager



RECREATION DEPARTMENT

986 Hilby Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6800
Fax 831-899-6274

May 16, 2024

Caltrans
Division of Local Assistance, MS-1
Attn: Chief, Office of Active Transportation and Special Program
P.O. Box 942874
Sacramento, CA 95814

RE: Support for the Fort Ord Regional Trail and Greenway (FORTAG) – Laguna Grande Segment & North Fremont Gap Project

Dear Active Transportation Program Selection Committee:

I am writing on behalf of The City of Seaside to express support for the Transportation Agency for Monterey County's grant application for the Fort Ord Regional Trail and Greenway (FORTAG) – Laguna Grande Segment, including the North Fremont Gap Project. This project will create safe connections for people walking and biking between Laguna Grande Regional Park and three neighboring parks, which are currently separated by high-volume, high-speed roadways. It will also connect Laguna Grande Park to the Canyon Del Rey segment of the FORTAG trail, which will start construction this summer.

The FORTAG was envisioned and planned by local residents led by two Cal State professors with the goal of transforming active transportation in Monterey County. The FORTAG is a 28-mile multi-use trail that will create a wide, landscaped pathway for people of all ages and abilities through urban areas and open space. The trail will connect disadvantaged communities in Seaside, Marina, and Monterey County to the regional network of trails including the Monterey Bay Recreation Trail. The FORTAG will spur a new level of healthy physical activity in a region that displays high rates of obesity and diabetes.

The FORTAG Laguna Grande segment closes two gaps in the regional multi-use path network and will connect disadvantaged communities in the Seaside to elementary schools, employment centers in Monterey, health services, and recreation opportunities. The FORTAG Laguna Grande segment will also connect to the Canyon Del Rey segment of FORTAG, a 1.5-mile segment which runs alongside State Route 218 through three parks and ends at Del Rey Woods Elementary School.

After an extensive public engagement process and completion of the FORTAG environmental impact report, the Laguna Grande segment is now ready for design and construction. It will leverage local Measure X funding and enjoys strong support from the Cities of Seaside and Monterey, the Monterey Peninsula Regional Parks District, and residents.

The inclusion of the North Fremont Project which is adjacent to the Laguna Grande Segment of FORTAG increase the connectivity to Laguna Grande Parking and the neighboring City of Seaside.

The City of Seaside supports this important active transportation project and asks that you approve the grant request. Thank you for your consideration of this project.

Sincerely,

(Name)

City of Seaside

(Title)

Cc: Todd Muck, Executive Director, Transportation Agency for Monterey County



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

SUBJECT: APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR COMMUNITY DINNER NIGHT EVENT ON NOVEMBER 16, 2024

RECOMMENDATION

Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Community Dinner Night in the amount of \$618.75, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization, and they are requesting a fee waiver to help cover the costs associated with their Community Dinner Night on Saturday, November 16, 2024, from 12:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center.

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

The City Council has approved this request on an annual basis since 2015.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

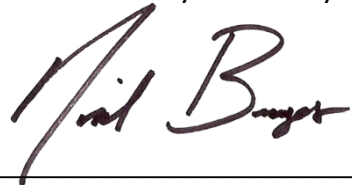
Laguna Grande Hall & Kitchen Fee	11 Hours @ \$56.25	\$618.75
<u>Deposit Non-Refundable Portion</u>		<u>\$ 98.25</u>
TOTAL		\$717.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$618.75 out of account 100.3672.

ATTACHMENTS

1. Hindu Temple of Monterey Peninsula Fee Waiver - Community Dinner Night 2024
2. Hindu Temple of Monterey Peninsula - 501(C)(3)

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

Please Read Policy on back first.

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula.
Name of Applicant: Kushma Maharaj
Address: 6 Hindbye Ct. City: Seaside State: CA
Phone: 831-241-1475 Email: Kushmamaharaj@yahoo.com

EVENT INFORMATION:

Event Title: Community Dinner Night
Event Description: Dinner & Dance -
Event Date: 11/16/2024 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 12 - 11 PM Approximate Number of Guests: 300.

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non Profit Organization getting to meet and know friends & family together

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10/14/23 ☐ No

What is your organization's tax identification number? 26-0588590

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

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: Kushma

Date: 5/13/2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Hindu Temple of Monterey Peninsula

Name of Applicant: Kushma Maharaj

Address: 6 Hindberg Ct. City: Seaside CA Zip: 93955

Phone: 831-241-1475 Email: kushmamaharaj@yahoo.com

Day of Event Contact Name and Phone: Kushma Maharaj

☒ Resident ☐ Non-Resident

EVENT INFORMATION (Note: **BALLOONS ARE NOT ALLOWED**)

Event Title: Community Dinner Night

*Please attach invitation or flyer if available.

Event Date: 11-16-2024 Approximate Number of Guests: 300

Reservation Time (including set-up): 12 - 11 Event Time: 11 - 00 PM

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.

Special Instructions: _____

Request to use the City's:

*Subject to availability

☒ Podium

☒ Microphone

☐ Projector Screen

**Projectors and other electronic equipment will not be provided

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

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

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

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

Applicant Signature: Kushma Maharaj

Date: 5/13/2024

(For Office Use Only)

Permit Fee: \$1,911.75 Authorized Agent: [Signature] Date: 5/13/2024

Note: Original to Parks & Recreation Department

Updated 08/23

Page 1 of 4



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$160.00
Deposit	\$655.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$81.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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Food Deposit	\$150	\$187.50
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Capacity: Dining: 85 / Theatre: 100
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Deposit	\$348.00	\$436.00
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Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

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

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

SEATING CONFIGURATION

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

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

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P.O. Box 2508, Room 4010
Cincinnati OH 45201

029787.722724.317112.12635 1 AB 0.408 536



029787

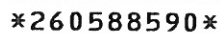
CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
4077956534

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2018-06-26
Tax Period : 000000



INTERNAL REVENUE SERVICE
P.O. Box 2508, Room 4010
Cincinnati OH 45201

A barcode consisting of vertical bars of varying heights, located at the bottom right of the document.

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00

00031959

BODC: TE

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



029787

Employer ID number: 26-0588590
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 04, 2018, about your tax-exempt status.

We issued you a determination letter in November 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



Secretary of State
Certificate of Amendment of
Articles of Incorporation
Name Change Only - Nonprofit

AMDT-
NP-NA

A0809819

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;
Certification Fee — \$5.00

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.

Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is Hindu Temple of Monterey Peninsula.

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (check one):

☒ By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.

☐ Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

February 19, 2018

Date

Signature

Shalendra P. Hari

Type or Print Name of President

February 19, 2018

Date

Signature

Kushma Maharaj

Type or Print Name of Secretary



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A
WOMEN'S BRUNCH ON MARCH 01, 2025**

RECOMMENDATION

Approve the fee waiver request from Narcotics Anonymous for the use of Laguna Grande Hall and Kitchen to hold their Women's Brunch in the amount of \$618.75, with the organization providing the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a fee waiver for use of the Oldemeyer Center auditorium for a women's brunch on March 01, 2025. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and enjoy local restaurants and businesses.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on May 18, 2023, and the City Council has approved a fee waiver for the Women's Brunch annual since 2010. The organization will provide their own insurance.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

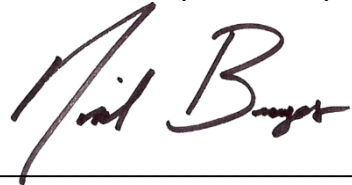
Laguna Grande Hall Fee	11 hours at \$56.25	\$618.75
<u>Non-Refundable Deposit</u>		<u>\$ 98.25</u>
TOTAL		\$717.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$618.75.

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver (Women's Brunch) 2024
2. 501(c)(3) - Narcotics Anonymous

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Monterey County Area Narcotics Anonymous
Name of Applicant: Summer Hyde
Address: PO Box 1345 City: Marina State: CA
Phone: 831 512 4722 Email: summer@recoveryrestoration.biz

EVENT INFORMATION:

Event Title: Monterey Area Annual Womens Brunch
Event Description: Narcotics anonymous womens brunch
Event Date: March 1, 2025 Room(s) Requested: Main Hall + Kitchen
Time (including set-up): 7am - 1pm Approximate Number of Guests: 225

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: 501c3 Non Profit Community based Event
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 1/27/2024 ☐ No
What is your organization's tax identification number? 32-0289508
What percentage of your members or participants resides in Seaside? ~ 30-40
Is your organization based in Seaside? ☐ Yes ☒ No Marina
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: [Signature]

Date: 5/14/24

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION

ROOM: Main Hall

Organization: Monterey County Area Narcotics Anonymous

Name of Applicant: Summer Hyle

Address: PO Box 1345 City: Marina Zip: 93933

Phone: 831-512-4722 Email: Summer@recoveryrestoration.biz

Day of Event Contact Name and Phone: 831-512-4722

☐ Resident ☐ Non-Resident

EVENT INFORMATION (Note: **BALLOONS ARE NOT ALLOWED**)

Event Title: Monterey Area Annual Womens Brunch
*Please attach invitation or flyer if available.

Event Date: March 1, 2025 Approximate Number of Guests: 200

Reservation Time (including set-up): 7am - 6pm Event Time: 11am - 4pm
*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.

Special Instructions: _____

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

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

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

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

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

Applicant Signature: _____ Date: _____

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 08/23

Page 1 of 4



SEASIDE CALIFORNIA

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986 Hilby Avenue, Seaside CA 93955
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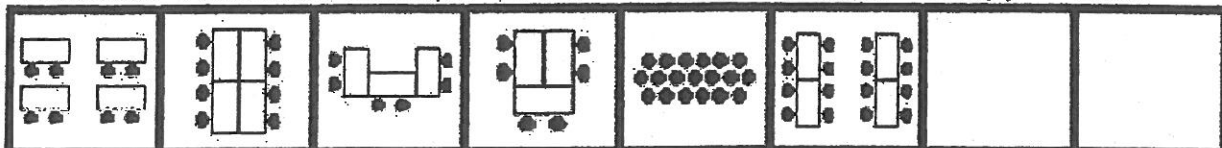
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**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

RULES, REGULATIONS & CONDITIONS OF USE

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food 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 and the Monterey Regional Waste Management District.
- ❖ Vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of all types of balloons is prohibited at all City of Seaside parks and facilities.

Initials: _____



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Feb. 02, 2012 LTR 4168C E0
94-3039545 000000 00

00017139
BODC: TE

NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

003864

Employer Identification Number: 94-3039545
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 24, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

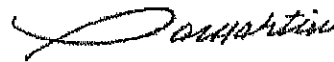
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Feb. 02, 2012 LTR 4168C E0
94-3039545 000000 00
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NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

SUBJECT: APPROVE A REQUEST FROM BLACK LEADERS AND ALLIES COLLABORATIVE FOR SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND (\$2,000.00), AND USE THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE MONTEREY COUNTY RACE RELATIONS SUMMIT MEETING ON JULY 12, 2024, TO BE HELD AT EMBASSY SUITES HOTEL IN SEASIDE

RECOMMENDATION

Approve the request and make a contribution to the Monterey County Race Relations Summit Meeting in the amount of \$2,000.00 and allow the use of the City logo on promotional materials.

BACKGROUND

This report is to review a request from Dirrick Williams, Executive Director of Black Leaders and Allies Collaborative (BLAC), for sponsorship in the amount of two thousand dollars (\$2,000.00) and use of the City of Seaside logo on promotional materials for the Monterey County Race Relations Summit Meeting on July 12, 2024, to be held at Embassy Suites Hotel in Seaside.

At the June 15, 2023, meeting, the City Council received a presentation from Dirrick Williams, Executive Director of Black Leaders and Allies Collaborative (BLAAC) regarding its 2023, Monterey County Race Relations Summit Meeting which was held on July 14, 2023, at Embassy Suites Hotel in Seaside. Mr. Williams' presentation included background information about BLAAC, which is a non-profit organization that works to promote racial equality and social justice in Monterey County. As a follow-up to the presentation that was made in June 2023, BLAAC requested a sponsorship of (\$1,500) from the City of Seaside. The sponsorship helped cover the cost of the summit. The

associated costs for the event are for the speakers, workshops, and materials. In exchange for the sponsorship, BLAAC would agree to use the City of Seaside logo on all promotional materials for the summit.

The premise of the Monterey County Race Relations Summit is that it will become an annual event that brings together community leaders, activists, and residents to discuss issues of race and racism. The summit is designed to build understanding and cooperation between different racial and ethnic groups in the community.

The City of Seaside has a strong commitment to promoting racial equality and social justice. The Monterey County Race Relations Summit is an event that can help to build a more inclusive and equitable community.

This is the second request from BLAAC, and they received (\$1,500) in July 2023. BLAAC has been vetted through the process for a fee waiver and submitted proof of non-profit status and 501 3(c).

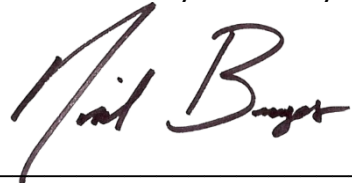
FISCAL IMPACT

The amount of two thousand (\$2,000.00) is within the City Manager's authority to be funded by the Community Relations account (100-2010-1024).

ATTACHMENTS

1. BLAAC IRS Determination Letter

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager



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

BLACK LEADERS AND ALLIES COLLABORATIVE
25432 QUAIL SUMMIT
MONTEREY, CA 93940

Date:
05/15/2021
Employer ID number:
85-4147729
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 25, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053447006191

Dear Applicant:

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

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

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

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

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

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING A PROCLAMATION
RECOGNIZING JUNE 19, 2024 AS JUNETEENTH INDEPENDENCE
DAY AND TO RAISE THE JUNETEENTH FLAG FROM JUNE 15
THROUGH JUNE 21, 2024**

RECOMMENDATION

Adopt a resolution recognizing Juneteenth Independence Day and to raise the Juneteenth flag from June 15 to June 21, 2024.

BACKGROUND

Juneteenth (a combination of the words "June" and "Nineteenth") memorializes the day when federal troops arrived in Galveston, Texas in 1865, to take control of the state and ensure that all enslaved people be free. The troops' arrival was not until two and a half years after the signing of the Emancipation Proclamation. Juneteenth celebrates and honors the end of slavery in the United States.

The City of Seaside will be co-sponsoring with Action Council, Building Healthy Communities the annual Juneteenth Jubilee on Saturday, June 15, 2024. During this event there will be a variety of activities that will feature motivational speakers and live music. . Action Council, Building Healthy communities has requested to have a celebratory flag raising ceremony to fly the Juneteenth flag during the event, and through the following week. Per the City of Seaside's flag policy, only flags that have been approved by the Library of Congress may be flown on City flag poles unless authorized by a City Council resolution. Building Healthy Communities is requesting that the City of Seaside City Council authorize a resolution so the Juneteenth flag can be flown from Saturday, June 15, 2024 through Friday, June, 21, 2024.

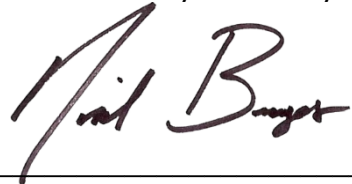
FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. 2024 Juneteenth Proclamation
 2. 2024 Juneteenth Flag Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

CITY OF SEASIDE PROCLAMATION



RECOGNIZING JUNETEENTH INDEPENDENCE DAY June 2024

WHEREAS, Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; and

WHEREAS, On January 1, 1863 President Lincoln issued the Emancipation Proclamation, officially ending slavery in the United States of America; and declaring that "all persons held as slaves within any State or designated part of the State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free;" and

WHEREAS, More than two years would pass before the news reached African Americans living in Texas, when on June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; and

WHEREAS, Each year, many African Americans celebrate the day known as "Juneteenth" as the true anniversary of the end of slavery and presently commemorates African American freedom and emphasizes education and achievement; and

WHEREAS, The observation of Juneteenth is an important milestone in our nation's long march towards equality, and is a reminder of the great contributions African-Americans have made as free citizens of our nation, as well as the injustices they suffered as slaves; and

WHEREAS, the courage of our forebears of all races and creeds who gave their lives to the fight against slavery and injustice; and

WHEREAS, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievement, contributions and culture of African Americans.

NOW THEREFORE BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim June 19 2024, as **Juneteenth Independence Day** in the City of Seaside.

Ian N. Oglesby, Mayor
June 6, 2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

TO RAISE THE JUNETEENTH FLAG ON SATURDAY, JUNE 15, 2024, AND FLY THROUGH JUNE, 21, 2024

WHEREAS, on June 3, 2021 the City Council designated the list of commemorative observances as codified by the Library of Congress; and

WHEREAS, The City of Seaside adopted the Commemorative Flag Observances and Flag Policy on July 1 2021; and

WHEREAS, since the Juneteenth flag is not identified in the City's Commemorative Flag Observances and Flag Policy before raising the flag; and

WHEREAS, Action Council, Building Healthy Communities has requested the raising of the Juneteenth Flag on Saturday, June 15, 2024, and fly through Friday, June 21, 2024 ;and

WHEREAS, Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; and

WHEREAS, Each year, many African Americans celebrate the day known as "Juneteenth" as the true anniversary of the end of slavery and presently commemorates African American freedom and emphasizes education and achievement; and

NOW, THEREFORE, BE IT RESOLVED that this Resolution show the proud support of Juneteenth and to fly the Juneteenth flag from June 15, 2024 through June 21, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of June 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

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

RECOMMENDATION

Adopt a resolution approving the following firms as qualified to provide Environmental Services:

1. Denise Duffy & Associates, Inc.
2. EMC Planning Group
3. Rincon Consultants, Inc.
4. Terracon Consultants, Inc.

BACKGROUND

The City of Seaside requires qualified firms to provide professional environmental consultant services for City projects and improvements. Services may include project site surveys; CEQA/NEPA determinations; preparation of environmental assessments and impact reports, including Initial Studies, (Mitigated) Negative Declarations, and Environmental Impact Reports; preparation (or oversight of preparation by a third party) of supplemental studies needed for the preparation of any environmental assessment or impact report, such as biological surveys, archaeological surveys, etc.; regulatory agency permitting; traffic impact analysis, Federal, Tribal, Regional and State Consultations; and/or On-Site Monitoring (during construction).

City staff released a Request for Qualifications (RFQ) on April 4, 2024 seeking qualified firms or individuals to provide Environmental Services within the City of Seaside. By the April 25, 2024 deadline, the City received Statement of Qualifications (SOQs) from five firms. City staff reviewed the SOQs based upon criteria presented in the RFQ and

selected four firms as qualified firms to meet the City's needs:

1. Denise Duffy & Associates, Inc of Monterey, CA
2. EMC Planning Group of Monterey, CA
3. Rincon Consultants, Inc of Monterey, CA
4. Terracon Consultants, Inc. of Monterey, CA

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

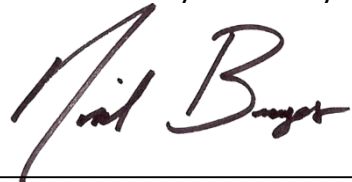
FISCAL IMPACT

There is no fiscal impact with approval of the on-call environmental services consultant list.

ATTACHMENTS

1. Resolution
2. RFQ for Environmental On-Call Services

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL CONSULTANT LIST FOR ENVIRONMENTAL SERVICES

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in environmental services for City projects and improvements including project site surveys; CEQA/NEPA determinations; preparation of environmental assessments and impact reports, including Initial Studies, (Mitigated) Negative Declarations, and Environmental Impact Reports; preparation (or oversight of preparation by a third party) of supplemental studies needed for the preparation of any environmental assessment or impact report, such as biological surveys, archaeological surveys, etc.; regulatory agency permitting; traffic impact analysis, Federal, Tribal, Regional and State Consultations; and/or On-Site Monitoring (during construction).; and

WHEREAS, on April 4, 2024, the City released a Request for Qualifications for professional services for Environmental On-Call Services; and

WHEREAS, on April 25, 2024, proposals were received from five firms offering Environmental On-Call Services; and

WHEREAS, City staff reviewed and selected the four firms: Denise Duffy & Associates, Inc.; EMC Planning Group; Rincon Consultants, Inc. and; Terracon Consultants, Inc., as qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve Denise Duffy & Associates, Inc.; EMC Planning Group; Rincon Consultants, Inc. and; Terracon Consultants, Inc., to provide Environmental On-Call Services on an as needed basis.

BE IT FURTHER RESOLVED, approval to provide Environmental On-Call Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one-year extensions through June 6, 2029. 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 meeting of the City Council of the City of Seaside duly held on the 6th day of June 2024 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

REQUEST FOR QUALIFICATIONS 2024 – ENVIRONMENTAL ON-CALL SERVICES FOR CITY OF SEASIDE

Table of Contents

Introduction.....	1
Proposal Requirements	1
Statement of Qualifications Submittal Requirements	2
Schedule for Selection Process	2
Questions Regarding This Project	3
Form of Agreement.....	3
Evaluation and Rating Criteria.....	3
QUALIFICATIONS	4
PRELIMINARY SCOPE OF SERVICES.....	4
General Provisions	6
Non-Discrimination & Non-Preferential Treatment.....	7
Grounds for Disqualification	7
Records and Financial Data.....	7

Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional environmental on-call services for City projects and improvements. Selection will be based on demonstrated expertise in providing support to the City of Seaside’s Public Works and Engineering Department and/or Community and Economic Development Department. The City intends to select up to four consultants. The term of the qualification is for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant.

Services may include project site surveys; CEQA/NEPA determinations; preparations of environmental assessments and impact reports, including Initial Studies, (Mitigated) Negative Declarations, and Environmental Impact Reports; preparation (or oversight of preparation by a third party) of supplemental studies needed for the preparation of any environmental assessment or impact report, such as biological surveys, archaeological surveys, etc.; regulatory agency permitting; traffic impact analysis, Federal, Tribal, Regional and State Consultations; and/or On-Site Monitoring (during construction). When submitting, please indicate which of these tasks your firm is qualified to undertake.

The City may select firms with some and not all the requested services.

Proposal Requirements

SOQs must be received by **4:00 PM Thursday, April 25th**. One electronic copy must be submitted to pwinfo@ci.seaside.ca.us, plus three printed copies should be submitted to the following address:

Nisha Patel, City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Submit the standard fees & charges (see No. 6 under Submittal Requirements, below) separately in a sealed envelope labeled “Standard Fees & Charges”.

SOQs received after this deadline will not be accepted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer (if a business provide business name) and principal contact person, including office location, address, telephone number, fax number and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team members’ experience in performing the proposed services. Describe the size and scope of the team members’ past projects.
3. Provide as exhibits listings of your firm’s and its principals’ experience.
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 Fees & Charges: Provide your standard hourly fees by job classification, billing criteria and task 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 15 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Exceptions to the standard contract and resumes of key team members may be included as appendices to the submittal and will not count against the 15 page limit. Page size is limited to letter size with no fold-outs. The submitted hardcopies must be printed on both sides of the paper.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, April 4 th , 2024
Statement of Qualification due	Thursday, April 25 th at 4 PM
Review Period (Including interviews if necessary)	April 26 th – May 10 th , 2024
Consultants Selected (<i>Tentative Date</i>)	May 13 th , 2024

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Nisha Patel, City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pwinfo@ci.seaside.ca.us
Phone (831) 899-6835

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith as **Attachment A**.

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. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization:* Does the firm/individual offer the breadth & quality of services required for tasks listed in the Preliminary Scope of Services? Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability:* Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance:* Are the firm's/individual's references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

Proposals 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.

QUALIFICATIONS

Interested consultants should have demonstrated expertise in various types of projects (residential, commercial-industrial, mixed-use) and specific environmental issues (including, but not limited to water, traffic, wastewater, and historical resources, and solid waste). In addition, the City seeks firms with recent experience in developing environmental mitigation monitoring and reporting plans, as well as working with public and private agencies, and the general public.

Consultants should have general knowledge of the following as applicable to the discipline of environmental consulting services:

- California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes for developing environmental documents
- Caltrans Local Assistance Manuals
- Caltrans design procedures, Standard Plans, Standard Specifications, and Caltrans Standard Test Methods
- Civil engineering standards for water quality treatment and related environmental controls typical of Monterey County
- Monterey County, its environment, and the relevant concerns of the local communities and regulatory agencies
- California Coastal Commission policies and requirements
- Local regulatory and funding policies administered by Caltrans, the US Forest Service, US Army Corps of Engineers, US Department of Housing and Urban Development (HUD), California Department of Fish and Wildlife, and California Regional Water Quality Control Board (CRWQCB).
- Experience in working with endangered species and endangered species habitat in Monterey County

Firms are encouraged to include any and all certifications or licenses that pertain to the performance of the projects listed in this solicitation. All work shall be signed and stamped by the CIH or an approved substitute.

PRELIMINARY SCOPE OF SERVICES

Selected Consulting firms will provide professional environmental engineering services on an "as-needed" basis and must be able to perform at a minimum, any of the following activities:

- Perform, supervise, and oversee the preparation of comprehensive environmental assessments, including appropriate technical studies that are necessary for complying with all environmental regulations and requirements applicable to various City projects. Requirements may include, but are not limited to various requirements and regulations set forth by National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and any applicable environmental and regulatory permits. All NEPA work shall be prepared in accordance with the Caltrans Standard Environmental Reference (SER) or Department of Housing and Urban Development (HUD) environmental review requirements. All CEQA work shall conform to the latest version of the State CEQA Guidelines.
- Perform a variety of environmental investigations to State and Federal standards.

- Assist the City in identifying the level of environmental documents necessary for project approval and including support information for said determination.
- Prepare Initial Studies, Negative Declarations, Mitigated Negative Declarations, Mitigation Monitoring Plans, and other associated documents such as, but not limited to, Early Consultations, Notices of Intent and Notices of Determination.
- Prepare technical memos providing assessments to changes in environmental regulations and advising of updates to environmental guidelines and/or environmental review processes. Coordinate with environmental permitting agencies to identify and resolve potential environmental issues as early in the decision-making process as feasible.
- Assist the City in identifying distribution and publishing requirements necessary for compliance with NEPA/CEQA and, when requested, undertake the distribution of documents and publishing of required notices with the State Clearinghouse or other entities.
- Prepare written responses to agency and public comments received as part of the public review process.
- Attend public meetings/hearings, as necessary to provide technical presentations and respond to public inquiries.
- Obtain all permits required to comply with applicable Federal, State, and Local environmental laws and regulations.
- Provide construction monitoring services as related to environmental permitting (such as biological, cultural, etc.)
- Review civil engineering plans for new or rehabilitated sewer facilities (pipelines, manholes, and structures), and provide environmental engineering recommendations.
- Review civil engineering plans for new or rehabilitated water facilities (pipelines, valves, wells, tanks, and structures), and provide environmental engineering recommendations.
- Hire or assist with the hiring of a traffic engineering consultant to perform traffic impact analysis if one is found to be necessary or useful.
- Perform Phase I site assessments

The Consultant must have broad knowledge and experience in implementing the rules and regulations of federal, State and local entities involved in the identification, analysis, removal/containment, storage and disposal of hazardous substances such as but not limited to asbestos, UST's, molds, hazardous materials or wastes.

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. 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 a 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, retain consultants not included on the City's eligible lists, 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 a 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.

ATTACHMENT A



CITY OF SEASIDE PROFESSIONAL SERVICES AGREEMENT ENTER PROJECT NAME

This agreement is made by and between the City of Seaside (City), and <<CONSULTANT NAME>> (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in **Exhibit A**, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in **Exhibit B**, attached hereto, not to exceed XXXXXX DOLLARS (\$XX,XXX.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on <INSERT START DATE> and terminate <INSERT END DATE>.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants

(or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including

coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Melissa Savage, Assistant Engineer, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- b. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, _____ shall perform the services described in this Agreement.
- b. _____ may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within

three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

CONSULTANT

By: _____

Title: _____

Address: _____

Dated: _____, 2024

City of Seaside:

By: Nicholas Borges

Title: Acting City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

Consultant's Proposal



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE 2023
PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT
TO EXCEED \$184,261.00.**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Wallace Group to provide construction management and inspection services for the 2023 Pavement Rehabilitation Project for an amount not to exceed \$184,261.00.

BACKGROUND

The 2023 Pavement Rehabilitation Project (Project) proposed improvements include base repair and pavement overlay on 11 residential roadway segments, 43 new curb ramps, a sanitary sewer main repair on Flores Street, a storm drain headwall repair on Harding Street, utility and roadway sign relocations, preservation of benchmarks and monuments, and pavement striping. The Project was released for construction bids on April 25, 2024, and bids were opened on May 23, 2024. The lowest responsive and responsible bidder is Coastal Paving & Excavating Inc. and the award of a construction contract with the contractor is being considered at this June 6th Council Meeting. Construction is expected to start in August.

The project is scheduled to take 105 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 (Wallace) submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, material testing coordination, and project closeout.

Wallace is on the City's approved list of engineering services consultants to perform professional and technical services for implementation of the Capital Improvement Program. Wallace has worked with the city on past projects and has experience and breadth of knowledge to provide construction management and inspection services for the 2023 Pavement Rehabilitation Project.

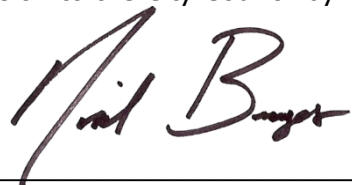
FISCAL IMPACT

The proposed professional services agreement with Wallace Group is for an amount not to exceed \$184,261.00. A contingency in the amount of \$20,000 is appropriate for a project of this scope. The 2023 Pavement Rehabilitation Project is in the adopted FY 23/24 Capital Improvement Program, funded through Measure X and SB 1 with an available budget of \$3M. The construction contract with contingency will expend \$2,575,883.64 of the project budget. There are sufficient funds in the account (212-8920-9600) to execute the professional services agreement with Wallace Group.

ATTACHMENTS

1. Resolution
2. Wallace PSA for CM & Inspections Services for 2023 Pavement Rehab Project

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2023 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$184,261.00.

WHEREAS, the 2023 Pavement Rehabilitation Project is an approved City Capital Improvement Project identified in the fiscal year 2023/2024 annual budget; and

WHEREAS, the proposed improvements include base repair and pavement overlay on 11 residential roadway segments, 43 new curb ramps, a sanitary sewer main repair on Flores Street, a storm drain headwall repair on Harding Street, utility and roadway sign relocations, preservation of benchmarks and monuments, and pavement striping; and

WHEREAS, Wallace Group (Wallace) is on the City's approved list of engineering services consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, the Project bidding documents were released for construction bids on April 25, 2024 and bids were opened on May 23, 2024; and

WHEREAS, Coastal Paving & Excavating Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the City does not have the staffing resources to support this project; and

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the 2023 Pavement Rehabilitation Project from pre-construction through project closeout in the amount of \$184,261.00; and

WHEREAS, staff has determined the proposed scope of work and budget are

reasonable and within the available budget; and

WHEREAS, an amount of \$20,000.00 in contingency, approximately 11% 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 does hereby authorize the City Manager to execute the professional services agreement with Wallace Group to provide construction management and inspection services for the 2023 Pavement Rehabilitation Project for an amount not to exceed \$184,261.00 and written amendments such that the total agreement does not exceed \$204,261.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day June 2024, 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
2023 PAVEMENT REHABILITATION PROJECT
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

THIS AGREEMENT, is made and effective June 6, 2024, 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 6, 2024 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 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 **One Hundred Eighty Four Thousand Two Hundred Sixty One Dollars (\$184,261.00)** 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 Tesky shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Tesky 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 Tesky 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.

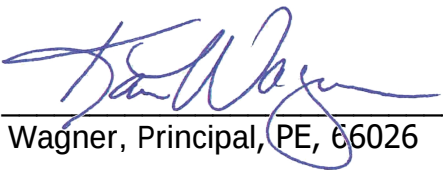
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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 29, 2024

City of Seaside
A Municipal Corporation

Nicholas Borges, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work & Fee Schedule
	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

May 16, 2024 (Revision 1)

Leslie Llantero
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - 2023 Pavement Rehabilitation Project (City Project No. 212-24-89)

Dear Ms. Llantero:

Wallace Group appreciates the opportunity to provide you with our proposal for construction management and inspection services (CM&I) for the above referenced project. Based on our discussion, our detailed review of the project plans and specifications, we are pleased to submit the following proposal for your consideration.

PROJECT TEAM



ANTHONY LEHMAN, QSP/QSD - Construction Manager

Anthony Lehman will be the Construction Manager on this project and serve as the main point of contact for the City. Anthony has extensive experience managing and inspecting public works projects, including roadway rehabilitation and paving, parks, utilities, retaining walls, and other structures. Anthony has successfully delivered multiple projects for the City of Seaside and has detailed knowledge of City staff and operations.



JORGE AVILA - Construction Inspector

Jorge is located in Salinas and will be the main construction inspector for this project. Jorge is a professional with over 18 years of experience in the construction industry as a foreman and inspector specializing in underground utility construction and traffic control. Jorge's knowledge of constructability, schedules, and cost management are particularly valuable in keeping work on track and construction costs down. Jorge has worked with many local contractors, agencies, and consultants throughout the Central Coast and enjoys the new relationships he is able to build on each project.



ZACH TESKE, PE - Alternate Inspector/Alternate Project Manager

Zach is the Director of Construction Management and brings extensive experience in project management and civil engineering. Zach will serve as an alternate inspector and project manager and will provide high level technical and project oversight. Zach has a broad breadth of expertise in the planning, design, and construction of underground utilities, parks, and roadways, and has a demonstrated record of delivering projects from conception through completion and excels at managing and coordinating projects with many moving parts.



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A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



TONY SCALISE, QSP - Inspection/Technical Support

Tony will provide inspection and technical support on this project. He is a professional with over 35 years of experience in the construction industry as an operating engineer, foreman, and inspector specializing in grading, roadways, and wet utilities. Tony's knowledge of constructability, schedules, and cost management are particularly valuable in keeping work on track and construction costs down. Tony's prior experience as a paving foreman and having constructed many roadway paving projects will make him a technical

asset to this project.

Please reference attached resumes for additional work experience and history.

PRIOR PROJECT EXPERIENCE AND REFERENCES



City of Santa Maria - 2022 Pavement Rehabilitation Project

Client Contact Information: Zoe Glick, PE; Project Manager
zglick@cityofsantamaria.org 805-925-0951

Wallace Group performed construction management and provided full time inspection for the repair of arterial streets in Santa Maria. Repairs included extensive dig outs at 4, 5, 6, and 8-inch depths. Following completion of the dig outs, select streets received a leveling course and overlay with rubberized asphalt. Reviewed proposed traffic control plans, including daily observation of traffic control implementation and proactive coordination to mitigate impacts to local businesses, residents, and schools. Scope also included coordination of quality assurance testing subconsultant (PEI) and detailed quantity

tracking based on unit prices. Wallace Group assisted with layout review, including modification of layout areas and the identification of additional repair areas, allowing for these recommendations to improve the project's design and efficient use of project's budget. Following pavement rehabilitation, verified new traffic striping layout matched correctly in the field.

City of Soledad - Dixi St Sewer & Water Replacement Project

Client Contact Information: Don Wilcox, PE; Public Works Director
DWilcox@cityofsoledad.com; 831-223-5124

Wallace Group provided construction management and full time inspection services for nearly 1,500 feet of water and sewer replacements along Dixi St in the City of Soledad. Water and sewer lines were to be installed in new alignments while maintaining the service of the existing mains. As part of the project, multiple concrete curb ramps were removed and reconstructed to be brought up to current code and ensure accessible access. Concrete sidewalk and curb were replaced at multiple locations were removed to facilitate the work.



Following completion of the utility installation, trench paving was performed to restore back to the original condition in preparation for a 2.5-inch grind and overlay. Following the grind, crack sealing was performed on existing cracks within the roadway and a 1/2" leveling course installed. Paving fabric was then placed over the leveling course and a 2-inch overlay installed. The roadway was restriped and new traffic signs installed, including the addition of green bicycle pavement markings to better facilitate shared roadway use.



City of Paso Robles - Ardmore Road Construction

Client Contact Information: Ditas Esperanza, Capital Projects Engineer ditas@prcity.com 805-237-3861

Wallace Group provided construction management and inspections services for the rehabilitation, widening, and curb ramp/sidewalk improvements of Ardmore Road in Paso Robles. Improvements include remediation of existing ADA facilities, installation of new sidewalk, curb and gutter, utility extensions for fiber optic, sewer, and water, as well as adjustments to surface drainage facilities. We performed detailed

quantity tracking and detailed coordinated with our quality assurance subconsultant for material testing.

PROJECT UNDERSTANDING

TECHNICAL

The City of Seaside (City) is performing roadway rehabilitation on multiple streets through the City. The project includes multiple asphalt rehabilitation methods, including asphalt dig outs at either 4 or 6-inch depths, placed in 2-inch lifts. A 6-inch deep lift allowance has been included in Bid Item #12 to allow for the replacement of unsuitable subgrade if encountered. Prior to the commencement of the pavement repairs, a detailed Traffic Control Plan will need to be submitted for review and acceptance. At 41 locations, curb ramps, curb and gutter, and sidewalk will be removed and replaced in accordance with the Enlargement Details.

Other miscellaneous improvements will also be performed including pruning and removal of tree roots, installation of AC dike, replacement of 12 LF of RCP and installation of a concrete headwall, PG&E guy wire relocation, and converting two curb inlets into grate inlets. At two locations, one on Flores St and the other on Harding St, breaks in existing sanitary sewer mains will be excavated and repaired.

Following completion of the dig outs and concrete flat work, keycuts will be performed and the roadways will receive a 1/2-inch or 3/4-inch leveling course, followed by an overlay treatment of 1.75 or 2 inches as specified on the plans. The roadways will be restriped following the asphalt overlays and some roadway signs relocated. Existing utility covers in conflict with the dig outs will need to be lowered, and then all utility covers raised following completion of the asphalt overlay. Existing survey benchmarks and monuments will be preserved and reset following construction. Improvements to Yosemite St are listed as a bid alternate and includes a separate set of Bid Items.

The City has retained Pavement Engineering Inc. (PEI) as the Engineer of Record who performed the design and will perform engineering services during construction. Construction Documents provided are as follows:

- Plans by Pavement Engineering Inc. (PEI) (approved by City 4/23/24, 36 pages)
- Book 1 - Notice, Plans & Special Provisions (4/25/24, 95 pages)
- Book 2 - Contract Documents (4/25/24, 19 pages)

Construction Management Approach

Wallace Group has a demonstrated track record of successfully providing construction management and inspection services on utility projects across the Monterey Bay and we plan to approach this project with a similar structure. Anthony Lehman will serve as the Construction Manager for the duration of the project. Anthony will perform much of the



construction administration required for this project such as tracking and routing of submittals and RFIs, reviewing certified payrolls, and processing progress payments. Zach Teske will act as a back up inspector and project manager and will be available during the course of construction for project support. Tony Scalise will also be available for back up inspection support and as a technical resource.

We will schedule and lead weekly construction meetings, including developing the meeting agendas and issuing meeting minutes. During the weekly meetings, the project team will review the contractors three week look ahead schedule to identify notifications required, inspection requirements, and to forecast the next phase of the work. Reviewing these look-ahead schedules will allow the project team to compare progress against the baseline schedule to help identify if the contractor is behind schedule and how this can be remedied.

Jorge Avila will be assigned as the construction inspector for the project from our office in Salinas and will work closely with our Construction Manager. Jorge will be on-site daily, or as required by construction activities, during the course of construction and will provide oversight, observation, and inspection services to ensure conformance with the project plans, specifications, and submittals. Daily logs will be completed documenting weather, equipment, employees, sub-contractors, quantities, photos, and observations and notes of the day's construction activities. Special attention will be paid to the traffic control and impacts to the public.

Traffic Control

In addition to the notification of the public, maintenance of traffic and ensuring access to local residences and businesses will be critical. A detailed Traffic Control Plan (TCP) will be required from the Contractor for review and acceptance prior to the start of on-site construction to detail how the Contractor plans to maintain traffic access throughout the project with the use of detour signs, flashing signals, and flagging operations. The details of this plan will need to be adhered to and communicated to residents and businesses so they fully understand the upcoming impacts to driveways and access, as the impacts and closures will vary depending on the construction activity and phase.

This plan will also detail the location of materials and equipment storage for the project, especially if planned within street right of way. The closure of streetside parking and sidewalks will need to be coordinated with the City and sufficient notification posted, including sidewalk closure advance notification and detours. Wallace Group will work with the Contractor on overall project phasing and the overall sequence of construction to confirm that no one area will be too heavily impacted at one time by the work. This may also include cross coordination between City projects, as there are multiple roadway improvement projects currently in the design and bidding phases, and we expect some project overlap. This will ensure that traffic flow and building access through the City is maintained and disrupted as little as possible.

Wallace Group has in-house transportation design expertise to aid in the review of traffic control plans, project details, and other Contractor proposed changes that may arise during construction. Our Transportation Team is currently assisting the City on multiple key transportation projects and is available and committed to aiding the City on these projects as well.

Partnership

Wallace Group anticipates that our project team will work closely with City staff for the successful execution of this project. With all our projects, we aim to partner with our project team, including the contractor, to ensure that the project is delivered successfully on-time, on-budget, and with a quality final product that meets the needs and intent of the City. As the construction management team, we plan to handle all of the day-to-day operations and



tasks required during the construction phase such as meetings, coordination, outreach, document routing and control, and observations. We understand that the City will administer the contracts and approve and process payments to the Contractor. We desire that the City's Designated Representative be available to attend the weekly progress meetings and be available for timely discussion and input when issues arise regarding RFIs or potential change orders, and especially items that could impact the project schedule or budget. We would also desire that the City's operations staff be available for input or able to provide review and recommendations to ensure that they are receiving a final product that meets their standards and will allow for ease in long term operation and maintenance.

SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

We have budgeted a total of 100 hours for administering the pre-construction conference and for processing submittals.

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, utilities, local business, property owners and residents, and contractor
- Establish Procore Construction Management Software project and provide training to City project staff
- Coordinate and schedule environmental and geotechnical consultants
- Conduct virtual Weekly Progress meetings with contract, City staff, and other involved entities
- Record and distribute meeting minutes
- Coordinate with utility companies and City Staff throughout the project

Preconstruction Conference

- Schedule in-person preconstruction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, PEI Design Team, and other involved entities
- Develop and distribute agenda prior to conference
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Safety/Site Security
 - Public relations
 - Utility coordination
 - Traffic Control
 - Site access/Staging
 - Agreements
 - Labor compliance
 - Order of work
 - Testing and Materials certification
 - Weekly meetings
 - Submittals and RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Schedule updates
 - Progress pay requests
- Record and distribute meeting minutes
- Establish tasks and dues dates for outstanding items resulting from conference



Pre-Construction Photos

- Collect pre-construction photos of project locations, including curb ramps, roadways, and staging area
- Photos will be collected and stored in Procore and available for reference by all project members

Request for Information (RFI) and Submittal Management

- Utilize Procore to track and review submittals and RFI's from Contractor
- Review submittal requirements and coordinate reviews with Design Engineer and City staff
- Review and accept contractor's submittal schedule to establish list of required submittals, including due dates
- Develop and maintain submittal and RFI log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and manage timely submittal and RFI review and response

Deliverables:

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes

TASK 2: CONSTRUCTION PHASE

Based on the bidding documents, this project will be completed within 105 working days. We assumed 20 working days for paving operations and have budgeted for full time inspection (10 hours/day) on these days. The remaining 85 working days we have budgeted at part time inspection (4 hours/day).

Our time and level of effort will be highly depended upon the Contractors schedule and approach to the work and any unused budget will be returned to the City. Work during the construction phase will include:

Construction Progress Meetings

- Schedule and conduct weekly project construction meetings
- Develop and distribute meeting agenda and minutes
- Meeting will include
 - Project status
 - Schedule review of 3 Week Look Ahead
 - Stakeholder coordination
 - Safety & Traffic Control Review
 - Testing and Inspections
 - Outstanding documentation review (submittals/RFIs)

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on schedule changes and adjustments throughout the project
- Keep stakeholders informed of construction schedule



- Review Contractors 3 Week Look Ahead Schedule

Change Order Management

- Review and qualify contractor requested change orders
- Investigate proposed change orders and receive City approval prior to work taking place
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Prepare construction change order (in City format) for approval and signature

Progress Payments and Quantity Tracking

- Review and qualify contractor's monthly payment applications
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City

Construction Observation

- Perform on-site construction observation and oversight during construction activities
- Prepare Daily Log observation reports, including tracking labor, equipment, weather, observations/notes, quantities, and photos.
 - Daily reports will be maintained and available to team members at all times
 - Observations and oversight include:
 - Paving rehabilitation activities (dig outs, overlays, etc.)
 - Curb Ramp Replacement
 - Construction survey and monument preservation
 - Traffic control plans and implementation
 - Construction staging
 - Pedestrian and bicycle access
 - Lane closures
 - Pavement delineation
 - Stormwater compliance
- Report to the 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
- Coordination with City's subcontractor for materials testing inspector for compaction and material testing services for material testing of subgrade, base rock, and hot mix asphalt
 - Compaction testing and observation will be performed during paving operations or as warranted
- 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
- 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
- Note, we have assumed only a single crew will be working at a time and only a single inspector will be required. We will keep the City informed if more budget is needed for multiple inspectors if there are multiple crews working.



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

Punch List

- Schedule for final observation with Contractor and City to inspect complete and near complete work for deficiencies
- Review and track punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation

TASK 3: POST-CONSTRUCTION

As-Built Drawings

- Review as-built drawings provided by Contractor
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Review final invoice from the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Closeout documentation can will be delivered in digital format

Deliverables:

- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc)

SCHEDULE

The project is currently out to bid with a due date of May 23, 2024. We expect the project to be awarded by June 6th with an anticipated NTP dated of August 5th. The project will continue for 105 working days.

BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated budget of \$184,261 without receiving written authorization from the Client.

The detailed breakdown of our estimate budget is attached to this proposal.



ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Labor Compliance
- Materials Testing will be performed by PEI under separate contract with the City
 - a. Wallace Group can provide under our contract (with 15% markup) if requested by the City

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.

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 construction management and inspection services. If you would like to discuss this proposal in greater detail, please contact Zachary Teske at zacharyt@wallacegroup.us or 831-226-9132.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "Kari Wagner".

Kari Wagner, PE
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Attachments

Budget Estimate
2024 Standard Rate Sheet
Resumes

Anthony Lehman
Jorge Avila
Zach Teske
Tony Scalise

~~Exhibit C - Standard Terms & Conditions~~

Exhibit B

Wallace Group Team Resource Estimate for the City of Seaside - 2023 Pavement Rehab CM & Inspection									
PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE) HRS	Assistant Resident Engineer/Construction Manager (Anthony Lehman) HRS	Prevailing Wage Construction Inspector (Jorge Avila) HRS	Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
		RATE	\$220	\$170	\$180				
1	Pre-Construction	12	72	16		\$402	100	\$17,760	\$18,162
2	Construction	63	252	540		\$2,111	855	\$153,900	\$156,011
3	Post-Construction	6	48			\$201	54	9480	\$9,681
	SUB-TOTALS	81	372	556		\$2,714	1,009		
	WALLACE GROUP LABOR COSTS	\$17,820	\$63,240	\$100,080					\$181,140
	WALLACE GROUP DIRECT COSTS								\$2,714
	SUBCONSULTANT DIRECT COSTS								
	DIRECT COSTS OVERHEAD @							15%	\$407
	TOTAL								\$184,261

Task Budgets may fluctuate within Overall Budget

Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

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
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Anthony Lehman's experience includes inspection of public works projects, including roadways, utilities, retaining walls, and structures. Anthony worked for the County of Santa Barbara prior to joining Wallace Group and where he gained significant assistant resident engineer experience on various project scopes. Anthony's thoroughness and attention to detail make him a great asset to his projects.

REPRESENTATIVE PROJECTS

Tepesquet Road Emergency Repairs, County of Santa Barbara

Provided full time construction management and inspection services for the emergency repair of 14 different sites on Tepesquet Road in the County of Santa Barbara. Repairs included culvert removal and installation and slope repair. Daily flagging traffic control required during the performance of the work. Repairs were performed on a time and materials contract and required close coordination and communication between the stakeholders. Following completion of the repairs, the roadways were repaved and restriped to County Standards.

Union Road Fire Station Grading & Site Utilities, City of Paso Robles

Provided inspection services for the installation of 900 feet of new domestic water main, including two shutdowns and tie ins to existing water mains. Work also included the construction 770 feet of sanitary sewer and manholes, including pressure testing, mandrel, and video inspection. Following completion of the grading and underground, the existing roadway was completely removed, and a new roadway constructed in a new alignment. Observed paving operation, including detailed quantity tracking and coordination with quality assurance material testing subconsultant.

Dry Creek Road Phase II Roadway Rehabilitation, City of Paso Robles

Performed construction management and inspection services for the replacement of the Dry Creek road via full depth reclamation - cement (FDR-C) and minor roadway realignment through sensitive vernal pool habitat. Traffic control was required to maintain access and detailed communication with residents, especially when paving or performing work in front of driveways. Observed FDR and paving operation to ensure conformance with specifications for grading material post cement hydration and temperature specifications during paving operations.

2022 Arterial Repair and RHMA Project, City of Santa Maria

Served as assistant project manager and back up inspector on the repair of arterial streets of various locations in the City of Santa Maria. Dig outs were performed on most streets in preparation for County's Three streets to be cold planed and overlaid with rubberized RHMA.

Rapid Flashing Beacons Crosswalk Improvements, City of Goleta

Construction management and inspection services for installation of new rectangular rapid flashing beacons at multiple school crosswalks. Work also included restriping of nearby roadways, curb ramps, and sidewalk replacement.



EDUCATION

B.S. Civil Engineering, California State University, Northridge

CERTIFICATION

Engineer-In-Training, Board for Professional Engineers, Land Surveyors, and Geologists (California)

Certified Professional in Erosion and Sediment Control (CPESC)

Qualified Stormwater Developer (QSD) and Practitioner (QSP)

AFFILIATION

American Society of Engineers



Jorge Avila brings over 18 years of construction experience in underground work. Prior to joining Wallace Group, Jorge was an underground foreman for the last 12 years where he managed multiple crews, ordered material, and coordinated with different agencies for the timely arrival of material and inspections. Jorge has extensive experience in wet utilities and traffic control. Jorge excels at working on complicated projects with a partnering and solution oriented approach.



PRIOR TO JOINING WALLACE GROUP

Dixi Street Water and Sewer Improvements, Soledad, CA

Construction Inspector for the roadway rehabilitation of Dixi St following installation of new sewer and water mains. Six curb ramps were removed and replaced, including some sections of adjacent sidewalk and curb and gutter. Trench sections were restored prior to a 2.5-inch grind of the existing roadway. Due to the aged nature of the roadway, following the grind a ½-inch leveling course was installed, followed by bi-directional paving fabric and a 2-inch overlay.

AFFILIATION

American Public Works
Association (APWA) - Monterey
Bay Chapter

Cutino Park Improvements, Seaside, CA

Performed construction observation for the second phase of improvements at Cutino Park, including installation of new sidewalks and accessible pathways, curb and gutter, parking lot, playground, storm drains, stormwater basins, and irrigation and landscaping. Work included observation of time and materials off-haul of excess soil to create a flat grass picnic area as added scope to the project.

Alisal Beautification Project, Salinas, CA

Performing construction inspection and project management for the installation of new trash receptacles and tree wells for new plantings. Sidewalk improvements required at multiple locations to repair uplifted, damaged areas from tree roots or to add foundations for the new trash receptacles. Work also includes the replacement of a damaged patio area with new permeable pavers, including a new irrigation system and tree plantings, and the installation of a new covered bus stop shelter. New roadway navigational signs will be installed as part of the project.

Fernando Park Improvement Project, Seaside, CA

Performed construction inspections for improvements to Fernando Park, which included the demolition of the old park surfacing for the installation of new accessible pathways, playground area with resilient surfacing, additional retaining wall structures, and new picnic benches. During the course of the project, additional funding became available to perform additional pathway improvements within the park and we assisted with scope establishment and change order negotiations.

Sea Haven Phase 4 Development, Marina, CA

Served as the inspector for Marina Coast Water Department for the installation of wet utilities for new residential development. Work included daily inspection of sanitary sewer, recycled water, and water line installations. Over 1,200 LF of 24-inch ductile iron waterline was required to be relocated and required detailed shutdown and tie in planning. Included review of sewer inspection videos and recommending overall project acceptance to the District.



Zach brings extensive experience in project management and civil engineering. Prior to joining Wallace Group, Zach worked in facilities and operations at UC Santa Cruz supporting existing and new building development on Campus and was responsible for the capital improvement and renewal program of the campus utility infrastructure. He also worked in the heavy civil construction field where he spent time performing environmental/storm water compliance and as a civil project engineer constructing temporary roadway detours, and various storm drain and water line relocations. Zach has a demonstrated record of delivering projects from conception through completion and excels at managing and coordinating projects with many moving parts.



REPRESENTATIVE PROJECTS

2022 Pavement Rehabilitation Project - Santa Maria, CA

Performed construction management for various pavement rehabilitation treatments in the City of Santa Maria at a project value of ~\$4M. Pavement treatments included mill and fills of varying depth and also rubberized HMA overlays of various streets. Work also included installation of new electrical conduits for future street lights.

El Camino Real South Resurfacing - Atascadero, CA

Provided site inspection and observation of 4-lane roadway rehabilitation project which included very specific dig out areas and depths requiring detailed quantity measurement and tracking. Work also included overlay of existing roadway with leveling and surface course treatments.

Union Ardmere Mass Grading & Site Utilities - Paso Robles, CA

Provided construction management and inspection services for the site grading and extension of Ardmere Rd. Project constructed new concrete sidewalks, curb ramps, curb and gutter, and asphalt roadway removal and reconstruction.

Dixie Street Water and Sewer Improvements, Soledad, CA

Project manager for construction management services for water and sewer improvements in the City of Soledad. The project includes water and sewer replacements, laterals, and placement of new manholes for sanitary sewer, as well as asphalt resurfacing.

TM Line Construction Detour and Maintenance of Traffic - Long Beach, CA

Acted as the Maintenance of Traffic Manager for the Gerald Desmond Bridge Replacement. Project manager for the construction of a three-lane temporary construction detour on the I-710 freeway and required full closure of freeway and extensive planning and outreach to minimize impacts to the Port of Long Beach shipping operations. General maintenance of traffic involved installing and maintaining devices over approximately three miles of impacted roads and freeways. Worked and scheduled with other disciplines to ensure that temporary freeway detours and roadway relocations were delivered on time to allow access to new areas of work for structures and deep foundation construction

Great Meadow Bike Path Improvements, Santa Cruz, CA

Project manager for UCSC on the design, bidding, and construction of replacement of the Great Meadow Bike Path on Campus. 90,000 SF asphalt replacement utilized a combination of grind and overlay and full depth reclamation (FDR) to resurface and widen the pathway. Lower portion of pathway existing within Campus Historic District and required mitigation efforts to protect historic lime kiln mining structures.

EDUCATION

B.S. Civil Engineering,
California Polytechnic State
University, San Luis Obispo, CA

REGISTRATION

CA Registered Professional Civil
Engineer C87350

CERTIFICATIONS

LEED AP BD+C

Qualified SWPPP

Developer/Practitioner (QSD/P)

AFFILIATION

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)



Tony joined Wallace Group as an Assistant Resident Engineer in 2022. Tony is a professional with over 35 years of experience in the construction industry as an operating engineer and foreman specializing in grading, roadways, and utilities. Throughout his career, he has had the unique opportunity to work for both General Engineering Contractors as well as Design Engineers. This diverse background has enabled him to acquire an acute knowledge and thorough understanding of the construction business. Anthony's knowledge of constructability, schedules, and cost management are particularly valuable in keeping work on track and construction costs down. Tony has also worked with many local contractors, agencies, and consultants throughout Central and Southern California including working projects for Caltrans and Army Corps of Engineers.



RELEVANT PROJECTS

2022 Arterial Repair and RHMA Project, Santa Maria, CA

Served as the Inspector and Assistant Resident Engineer on the repair of arterial streets of various locations in the City of Santa Maria. Three streets to be cold planed and overlaid with rubberized RHMA. Project consisted of extensive dig out asphalt repairs requiring detailed attention to communication and project coordination, traffic control, and tracking of quantities.

South Oak Park Blvd, Grover Beach, CA

Provided construction services for pavement rehabilitation which incorporated full depth reclamation - cement (FDR-C). Traffic was maintained at all times with a single lane in each direction and impacts to local residents and business significantly reduced by implementing a detailed work staging plan throughout the course of construction. This project was awarded the 2022 *APWA Central Coast Project of the Year for Transportation* <\$5M.

City of San Luis Obispo Water Distribution Upgrade Project, San Luis Obispo, CA

Served as field supervision and performed installation of 12-inch water main replacement. Work included maintaining access to nearby residences. Coordinated inspections with fire department on fire line installations and with Public Works for cleaning and laboratory testing. Due to nearby services, required water line to be hot tapped and highlined during the course of work.

Sea Haven Phase 4 Development, Marina, CA

Served as the Inspector for Marina Coast Water Department for the installation of wet utilities for new residential development. Work included daily inspection of sanitary sewer, recycled water, and water line installations. Over 1,200 LF of 24-inch ductile iron waterline was required to be relocated and required detailed shutdown and tie in planning.

Blight Removal Phase 1, Marina, CA

Served as the inspector for removal of 57 barracks at site of the former Fort Ord Military Base. Built during WWII, significant hazardous materials in lead based paint and asbestos containing materials (ACM) were present and required abatement before the buildings could be demolished. The project also included soil sampling and disposal of lead contaminated soil among other environmental constraints and mitigations.

EDUCATION

Associate Degree Mathematics
Cuesta College, San Luis Obispo,
CA

REGISTRATIONS

State of California General
Engineering License Number A558038

Operating Engineer Journeyman
(Local 12)

CERTIFICATIONS

USACE Construction Quality
Management Certificate, US Army
Corps of Engineers, Sacramento,
CA, 2019

Qualified Stormwater
Practitioner (QSP)

Certified Erosion, Sediment, and
Stormwater Inspector (CESSWI)

Cal OSHA 30 Certification

CPR First Aid



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

Table of Contents

Introduction.....	1
Proposal Requirements.....	1
Statement of Qualifications Submittal Requirements	2
Schedule for Selection Process	2
Questions Regarding This Project	3
Form of Agreement	3
Evaluation and Rating Criteria.....	3
PRELIMINARY SCOPE OF SERVICES	3
General Provisions	4
Non-Discrimination & Non-Preferential Treatment	6
Grounds for Disqualification.....	6
Records and Financial Data	6

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.

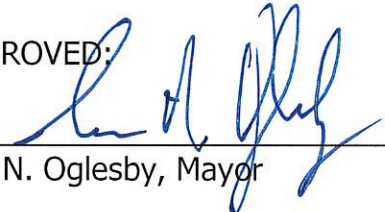
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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:

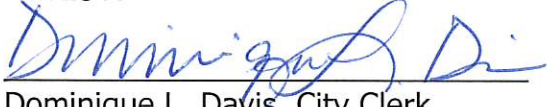
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



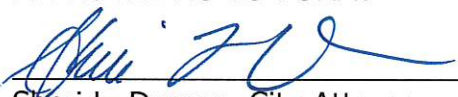
Ian N. Oglesby, Mayor

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.L.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF
THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 7
GRANT APPLICATION AND THE SIGNING OF A LETTER OF
SUPPORT FOR THE SAN PABLO PEDESTRIAN BRIDGE
DEMOLITION AND RECONSTRUCTION PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the submission of the Active Transportation Program Cycle 7 Grant Application and the signing of a letter of support for San Pablo Pedestrian Bridge Demolition and Reconstruction Project.

BACKGROUND

The Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking. Cycle 7 of the ATP is expected to include about \$568M in Federal, State SB1, and State Highway Account (SHA) funding. The funding/programming years include the Fiscal Year 25/26, 26/27, 27/28, and 28/29. City staff consulted with Kimley Horn Associates to prepare the Cycle 7 ATP grant application. The grant application is requesting approximately \$2.7 M in construction funding for the San Pablo Pedestrian Bridge Demolition and Reconstruction project in the City of Seaside. The Project is currently being designed, and if funded, the reconstruction of the bridge will start in FY 25/26.

The San Pablo Pedestrian Bridge crosses over San Pablo Avenue between Yosemite Street and Mescal Street and connects Manzanita Stuart Park and Lincoln Cunningham Park. The San Pablo Pedestrian Bridge Demolition and Reconstruction Project is currently in the design phase with demolition currently scheduled to begin in the 2024-

2025 Fiscal Year.

The estimated project cost is approximately \$4M which includes the \$750,000 already approved fiscal year 2023/2024 budget for the design of bridge demolition and reconstruction. The Public Works Engineering Division was successful with a grant application for this project in the amount of \$580,000 from the Community Development Block Grant (CDBG) Program anticipated to be awarded for FY 2024/2025 and FY 2025/2026. The \$2.7M in ATP Cycle 7 Grant funds requested would fully fund the Project, amounting to approximately 77% of the total cost.

The City Administrative Policy/Grant Management Policy and Procedures says that grant applications equal to or in excess of \$10,000.00 are required to be approved by the City Council. The policy requires that the City Council adopt a resolution approving the filing of the application, certifying the project is consistent with the General Plan City goals and objectives, certifying the applicant has sufficient funds available to operate and maintain the project, and appointing the City Manager as agent for the project. Demolition and reconstruction of the San Pablo Pedestrian Bridge is consistent with the current General Plan Goal CFI-1, City-wide infrastructure to support existing development and future growth. This goal includes management and upgrades to the City's aging infrastructure.

The San Pablo Pedestrian Bridge Demolition and Reconstruction Project is a Capital Improvement Project, and it is consistent with the City's policy to focus its efforts on securing grants for capital improvements. The ATP Cycle 7 grant application will be submitted online before the June 17th grant deadline and the award announcement is expected to be in December 2024.

Staff recommends Council adopt a resolution authorizing the submission of the Active Transportation Program Cycle 7 Grant Application and letter of support for the San Pablo Pedestrian Bridge Demolition and Reconstruction Project.

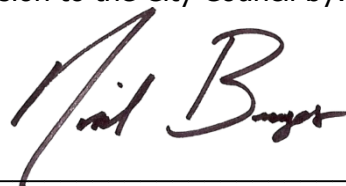
FISCAL IMPACT

The anticipated total project cost for the Project is approximately \$4M. The Fiscal Year 2023-2024 adopted budget for the San Pablo Bridge Demolition and Reconstruction Project is \$750,000 and funding anticipated from the CDBG Program includes another \$580,000 spanning FY 24/25 and FY 25/26, which is about 33% of the total project costs. The ATP Cycle 7 Grant application request of \$2.7M would fully fund the Project.

ATTACHMENTS

1. Resolution
 2. Letter of Support
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written in a cursive style.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE SUBMISSION OF THE ACTIVE TRANSPORTATION
PROGRAM CYCLE 7 GRANT APPLICATION AND THE SIGNING OF A LETTER OF
SUPPORT FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND
RECONSTRUCTION PROJECT**

WHEREAS, the Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking; and

WHEREAS, the ATP Cycle 7 is expected to include about \$568M comprised of Federal, State SB1 and State Highway Account (SHA) funding programmed in which the call for projects was announced on March 21, 2024 with an application deadline of June 17, 2024; and

WHEREAS, the City of Seaside's internal standard operating procedures require all grant applications for amounts of \$10,000.00 and above to receive approval from the City Council prior to applying for the grant; and

WHEREAS, the San Pablo Pedestrian Bridge Demolition and Reconstruction Project includes the demolition and reconstruction of the San Pablo Pedestrian Bridge located on San Pablo Avenue between Yosemite Street and Mescal Street and provides pedestrian access between Manzanita Stuart Park and Lincoln Cunningham Park; and

WHEREAS, the estimated project cost is \$4,000,000 including \$750,000 from the General Fund approved in the 2023/2024 Fiscal Year Budget and the proposed Community Development Block Grant (CDBG) Funds of \$580,000 for the FY 24/25 and FY 25/26 program cycles which amounts to 33% of the total project; and

WHEREAS, the remaining 77% or \$2,700,000 is needed to fully fund the project; and

WHEREAS, if ATP grant funds are awarded, the City will enter into an agreement with the State of California and the grant would be administered by Caltrans; and

WHEREAS, the Project is consistent with the current General Plan Goal CFI-1, City-wide infrastructure to support existing development and future growth.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the submission of the Active Transportation Program Cycle 7 Grant Application and the signing of a letter of support for San Pablo Pedestrian Bridge Demolition and Reconstruction Project.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 6th day of June 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



OFFICE OF THE CITY COUNCIL

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6700
Fax 831-624-5839

June 6, 2024

CALTRANS Division of Local Assistance
Attn: Office of State Programs
1120 N Street, MS 1
Sacramento, CA 95814

RE: San Pablo Avenue Pedestrian Bridge Replacement Project

Dear Grant Funding Selection Committee:

The City of Seaside supports the San Pablo Avenue Pedestrian Bridge Replacement Project Cycle 7 Active Transportation Program grant application.

The existing San Pablo Avenue Bridge was recently closed for safety and visibility reasons, and has left a noticeable gap in the community's walking and biking network. The San Pablo Avenue Bridge replacement will directly connect Lincoln Cunningham Park and Manzanita Stuart Park, and provide a safe route to connect residents to a network of nearby parks, including Havana Soliz Park, Lincoln Cunningham Park, Manzanita Stuart Park, and Portola Leslie Park. The project will also provide a safe route to school for students at Ord Terrace Elementary School, International School of Monterey, Martin Luther King Jr. School of the Arts, and to after school programs like the Boys and Girls Club.

The project is located less than half a mile from the Broadway Avenue Complete Street Corridor project currently in final design which was funded through the Active Transportation Program in Cycle 6. The education and encouragement programming for the Broadway Corridor project will encourage and increase safe bicycling and walking for students throughout the community. The San Pablo Avenue Pedestrian Bridge Replacement Project will build on this education and mode shift effort by closing a gap in the City's pedestrian and bike network.

The City adopted the Seaside & Marina Safe Walking & Biking to School: Complete Streets Plan in February 2020. The Plan identifies the San Pablo Avenue Bridge (Pedestrian bridge between Stuart and Cunningham Parks) for Safe Routes to School related improvements. Consistent with the Plan, the San Pablo Avenue Pedestrian Bridge

Replacement Project will address the top community-identified safety concerns and barriers to children walking and biking to schools in the project area: visibility of students as they cross the bridge, safety of the bridge structure itself, safety of intersections and crossings, and speed of traffic along San Pablo.

The San Pablo Avenue Pedestrian Bridge Replacement Project is a vital active transportation project that will increase connectivity and benefit community health through walking and bicycling. The City of Seaside strongly supports this important project and asks that you approve the grant request. Thank you for your consideration of this project.

Sincerely,

Ian N. Oglesby, Mayor
City of Seaside



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 12, 2024

RECOMMENDATION

Adopt a resolution permitting the closure of Del Monte Avenue to through traffic from Tioga Avenue to the beginning of the Granite Rock building to ensure public safety during the Classic Porsche Event on Monday, August 12, 2024.

BACKGROUND

Porsche Monterey will be holding their Classic Porsche Event on Monday, August 12, 2024, from 12:30 p.m. to 9:00 p.m. The majority of the event will take place on Porsche property. However, they are requesting the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building for their Porsche display. The closure of Del Monte Avenue will greatly enhance this event and will allow for greater safety for the participants.

If the City Council approves the request for closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building on Monday, August 12, 2024, between the hours of 12:30 p.m. to 9:00 p.m., staff recommends the following conditions be met:

1. Obtain an ABC License for the event. (Alcohol will only be allowed inside the building and they will have security).
2. Submit a Temporary traffic control plan and traffic detour plan prepared by a registered traffic engineer, reviewed and approved by Public Works.

3. Organization to provide insurance coverage of the event.
4. Pay all city-related costs. See cost Estimate.

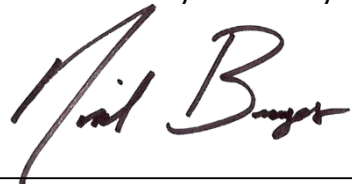
FISCAL IMPACT

The estimated cost for staff time and resources is \$3,963.00, and the event organizers will pay all associated costs.

ATTACHMENTS

1. Special Event Application - Porsche Monterey - Classic Porsche Event 2024
 2. Maps of Del Monte Avenue Closure 2024
 3. Map of Del Monte Avenue Closure 2024
 4. Resolution Porsche Monterey Classic Porsche Event 2024
 5. Temporary Street Closure Policy- Porsche Monterey - Classic Porsche Event 2024
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Porsche Monterey
Name of Applicant: NICHOLAS NEWTON
Address: 1781 DEL MONTE BLVD City: SEASIDE State: CA
Phone: (831) 583-4821 Email: NNEWTON@LITHIA.COM
Day of Event Contact Name and Phone: NICHOLAS NEWTON (831) 596-6037

EVENT INFORMATION:

Event Title: PORSCHE MONTEREY CLASSIC
Event Category:
☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: CAR SHOW
Event Date and Time: AUGUST 15TH, 2024
Setup: 1:00 PM Event Start: 4:00 PM Event End: 8:00 PM Clean up: 9:00 PM
Event Location: 1781 DEL MONTE BLVD

EVENT DESCRIPTION:

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

ANNUAL EVENT TO CELEBRATE PORSCHE HERITAGE AND
START OFF CAR WEEK EVENT

Number of Participants: 1500 Event Benefiting: PUBLIC

Federal ID # (if applicable): _____

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

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

Signs posted: _____

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

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

Will the event include music or live performances? ☒ Yes ☐ No

Will film, video, or photography be involved with the production of event? ☒ Yes ☐ No

Do you intend to sell food or beverage? ☐ Yes ☒ No

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

Do you intend to sell other merchandise? ☐ Yes ☒ No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

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

☒ Yes ☐ No

☐ Yes ☒ No

Parking arrangements: on property



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

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

PUBLIC WORKS

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

INTERNAL USE OF FACILITY DUMPSTER

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: 5-15-21



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: 5-15-24



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Insurance Agency: RISCHER GROUP

Insurance Agent: _____

Phone Number: (404) 460-1400

Policy Number: 73921662

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

Applicant Signature: _____

Date: 5-15-27

(For Office Use Only)

Authorization

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

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

Comments: _____



**SEASIDE
CALIFORNIA**

Special Event Application

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

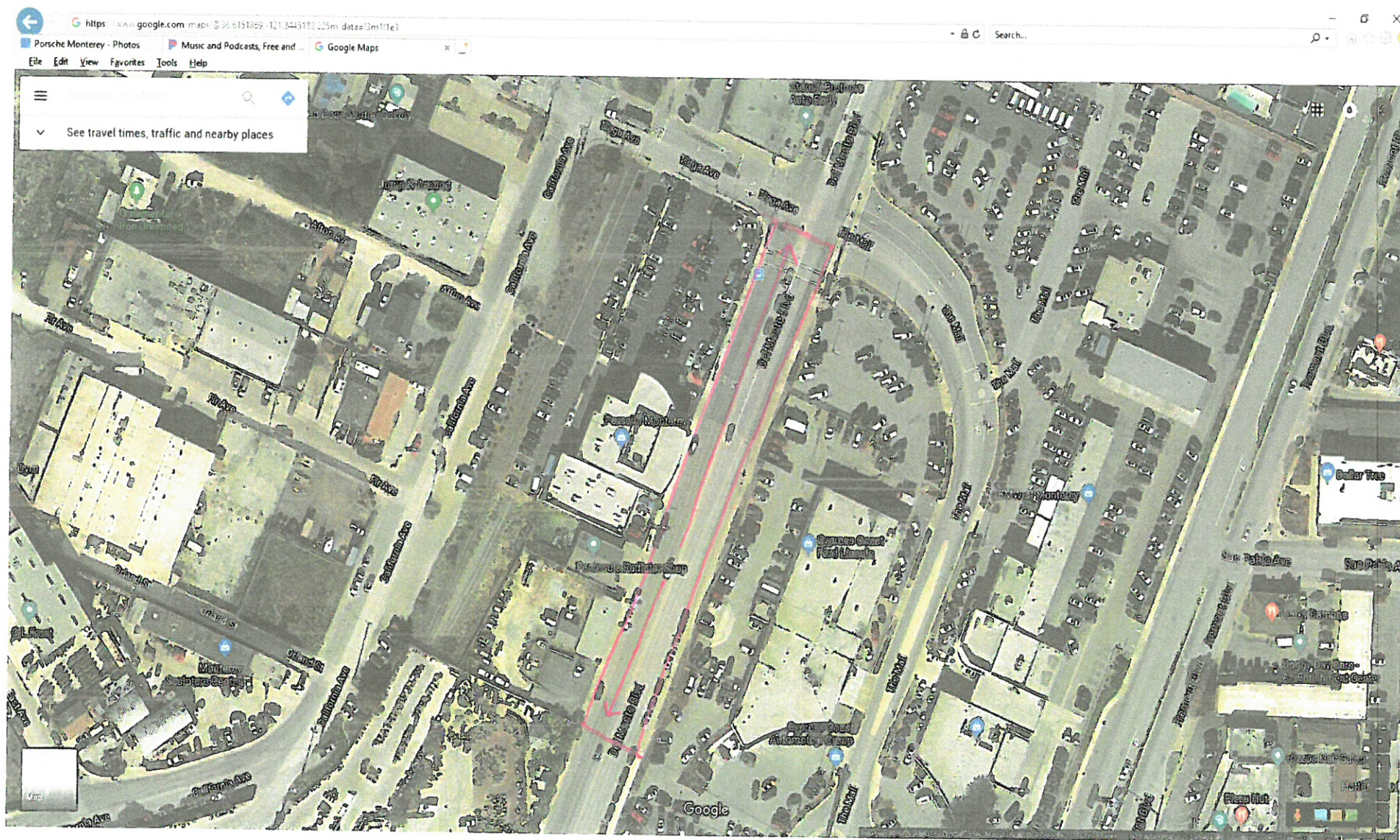
Date:

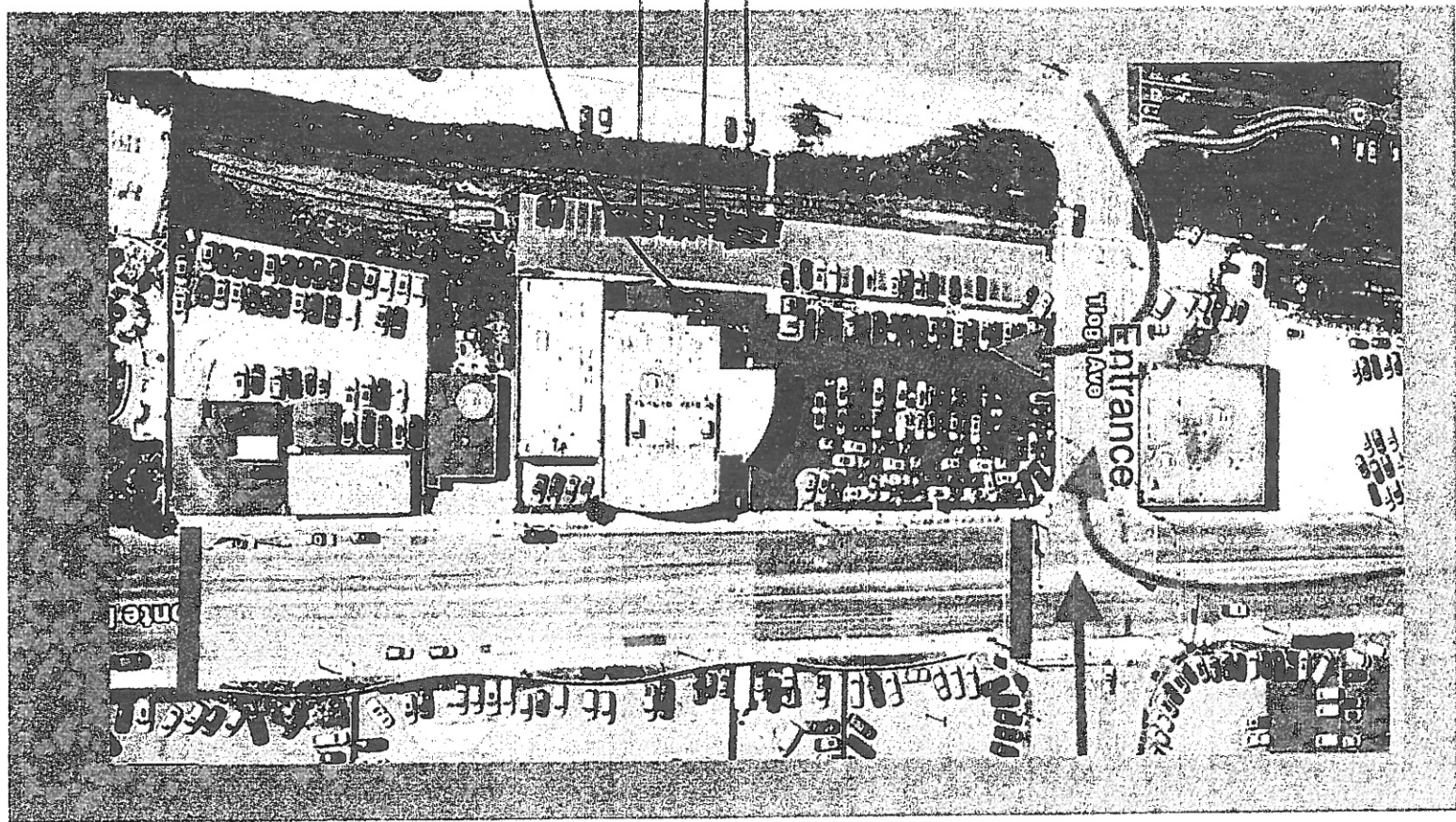
Dear Event Sponsor:

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

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

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







RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING

WHEREAS, Porsche Monterey will be holding their Classic Porsche Event that is open to the public;

WHEREAS, the closing of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building is necessary between the hours of 12:30 p.m. and 9:00 p.m. on August 12, 2024 to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 06th day of June 2024 by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. City Manager's Administrative Approval: The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. City Council Approval: City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date:

5/15/2024

Name of Applicant:

Porsche Monterey

Name of the Event / Purpose of Closure:

Porsche Monterey Classic

Date of Closure:

August 12, 2024

Start Time of Closure:

12:30pm

End Time of Closure:

9:00pm

Streets to be closed:

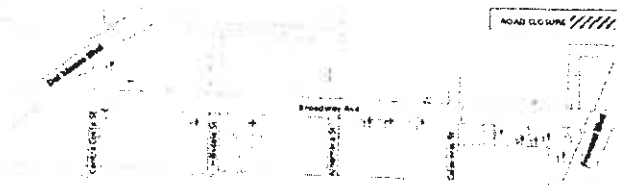
A: Del Monte Blvd from to Tioga Ave to Lithia Detail Building

B: from to

C: from to

Map of Closure:

Map of Street Closure:



To provide input on this application:

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

6/6/24

Meeting Information:



February 2022

TEMPORARY STREET CLOSURE APPLICATION**Applicant Information**

Name of Applicant: Porsche Monterey	Date: 5/15/24
Mailing Address: 1781 Del Monte Blvd	City/ State: Seaside, CA 93955
Email: nnewton@lithia.com	Phone: 831-583-4821

Street Closure Details

Name of the Event / Purpose of Closure: Porsche Monterey Classic		
General Description: Annual event to celebrate Porsche heritage and start off Car Week Events		
Event Start and End Time: 4pm to 8 pm	Estimated number of people in attendance: 1500	
Date of Event: 8/12/2024	Total Number of streets to be closed: One Section	
Will alcohol be served? Yes, Tasting Only: No sale	Will the event include live or amplified music? Yes	
Streets to be closed (please attach a detailed site map of closure location):		
A: Del Monte Blvd _____ from to: Tioga Ave _____		
B: Del Monte Blvd _____ from to Lithia Detail Building _____		
C: _____ from to _____		
Street close time: 1pm	Street opening time: 9 pm	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	X	
If yes, please explain why and provide their locations:		
Are you planning to hire a security company for the planned closure?	X	
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed: To be determined		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature:		Date: 5-15-24



February 2022

For Official Use Only

Engineering / Public Works Department		
Application Review Questions	Yes	No
Has the traffic control plan been submitted?	X	
Is the traffic control plan approved?	X	
Per the approved traffic control plan, is security being required for traffic control?		X
Is the street closure application approved by the Engineering / Public Works Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		X
If yes, what are the approval conditions?		
Name of Dept. Head:	MONTY MILLER	Title: P/W Supervisor
Signature:	MONTY MILLER	

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		X
If yes, please identify the areas where security is required:		
N/A		
Is the street closure application approved by the Police Dept?	X	
If no, what is the reason for denial:		
N/A		
Is the street closure approved with conditions?	X	
If yes, what are the approval conditions?		
PUBLIC NOTIFICATION ABOUT THE STREET CLOSURE.		
Name of Dept. Head:	MATTHEW DOZA	Title: COMMANDER (ACTING POLICE CHIEF)
Signature:	MATTHEW DOZA #34922	



February 2022

Fire Department			
Application Review Questions	Yes	No	
Does the site plan show obstructions on the road way?			
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?			
Is the street closure application approved by the Fire Dept?			
If no, what is the reason for denial:			
Is the street closure approved with conditions?			
If yes, what are the approval conditions?			
Name of Dept. Head:	Title:		
Signature:			
Risk Management			
Application Review Questions	Yes	No	
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?	X		
If required, has the applicant submitted Liability Insurance?	On file		
Is the street closure application approved by Risk Management?	X		
If no, what is the reason for denial: N/A			
Is the street closure approved with conditions?		X	
If yes, what are the approval conditions? N/A			
Name of Dept. Head:	Title:		
Signature: <i>Samantha A. Sakhrani</i> <i>Interim HK Director / Risk Manager</i>			

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: June 6, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAAF & WHEELER FOR ADDITIONAL INVESTIGATION, SURVEYING, AND HYDROLOGIC AND HYDRAULIC MODELING FOR PREPARATION OF A STUDY OF THE 90-INCH STORM DRAIN OUTFALL FOR AN AMOUNT NOT TO EXCEED \$37,182.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional service agreement with Schaaf & Wheeler for additional investigation and surveying for preparation of a study of the 90-inch storm drain outfall for an amount not to exceed \$37,182.00.

BACKGROUND

On April 4, 2024, the City Council authorized a professional services agreement (PSA) with Schaaf & Wheeler to develop the preliminary design concepts for improving or replacing the City's 90 inch outfall on West Bay Street in the amount not to exceed \$66,192.00. The scope of services of the PSA included: data collection (kick off meeting, and review and compilation of existing watershed and drainage facility data), existing conditions hydraulic modeling (mapping of the Sand City storm drain system and existing municipal storm drain - hydraulic model preparation), capital improvement development (identification of recommended improvements, and preliminary drainage facilities quantity and construction cost estimate), documentation (draft technical memorandum and final technical memorandum), project management (meetings, billings, and management, and QA/QC), and a presentation of the study results at a Council Meeting.

Sand City storm water drains into the 90 inch storm drain outfall on West Bay Street in Sand City. Schaaf & Wheeler had assumed the City of Seaside would obtain or provide the City of Sand City storm drain information. Seaside staff made a request for the existing Sand City storm drain information to City of Sand City staff. City of Sand City did not have their existing storm drain information (pipe, manhole, and drainage inlet locations, size, and inverts) readily available. They were also not able to provide hydrologic modeling and hydraulic calculations of their drainage system. Schaaf and Wheeler requires the Sand City storm drain information and drainage modeling/ calculations to complete the 90 inch storm drain outfall study. The City offered to Sand City that Seaside perform investigation, survey, and analysis of their storm drain system. City of Seaside staff requested a proposal from Schaaf & Wheeler to perform work to obtain that information.

On April 24, 2024. Staff received a proposal from Schaaf & Wheeler to perform the additional investigation, surveying, and hydrologic and hydraulic modeling. City staff has reviewed the proposal from Schaaf & Wheeler which will be an amendment to their original PSA, and agrees with their scope and fee.

FISCAL IMPACT

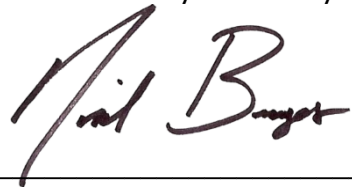
If the proposed amendment to the PSA of \$37,182.00 with Schaaf & Wheeler for preparation of a study of the 90-inch storm drain outfall is approved by the City Council, the revised total agreement amount with Schaaf and Wheeler will be \$103,374.00. With the contingency which the City Manager is already authorized to approve, the total possible agreement value is \$109,993.20.

The approved budget for the 90 Inch Storm Drain Improvements in account 271-8910-9963 is \$250,000.00. This item is a request for authorization to sign an amendment to increase a professional services agreement value which will fall within the approved budget.

ATTACHMENTS

1. Resolution
2. PSA Amendment No. 1

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT WITH SCHAAF & WHEELER FOR ADDITIONAL INVESTIGATION,
SURVEYING, AND HYDROLOGIC AND HYDRAULIC MODELING FOR
PREPARATION OF A STUDY OF THE 90-INCH STORM DRAIN OUTFALL FOR AN
AMOUNT NOT TO EXCEED \$37,182.00**

WHEREAS, On April 4, 2023, the City Council authorized a professional services agreement (PSA) with Schaaf & Wheeler to develop the preliminary design concepts for improving or replacing the City's 90 inch outfall on West Bay Street in the amount not to exceed \$66,192.00 and a 10% agreement contingency of \$6,619.20; and

WHEREAS, City of Seaside staff made a request for the existing Sand City storm drain information from City of Sand City staff because their storm water drains into the 90 inch storm drain outfall on West Bay Street in Sand City; and

WHEREAS, The City of Sand City did not have their existing storm drain information (pipe, manhole, and drainage inlet locations, size, and inverts) readily available, and they were also not able to provide hydrologic modeling and hydraulic calculations of their drainage system; and

WHEREAS, to complete the 90 inch storm drain outfall study, Schaaf & Wheeler requires the Sand City storm drain information and drainage modeling/ calculations; and,

WHEREAS, City of Seaside staff requested a proposal from Schaaf & Wheeler to perform work to obtain the City of Sand City storm drain information and include it in the hydrologic modeling and hydraulic calculations; and

WHEREAS, On April 24, 2024. Staff received a proposal from Schaaf & Wheeler to perform the additional investigation, surveying, and hydrologic and hydraulic modeling; and

WHEREAS, City staff has reviewed the proposal from Schaaf & Wheeler which will be an amendment to their original PSA, and agrees with their scope and fee; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby adopt a resolution authorizing the City Manager to execute

Amendment No. 1 to the professional service agreement with Schaaf & Wheeler for additional investigation, surveying, and hydrologic and hydraulic modeling for preparation of a study of the 90-inch storm drain outfall for an amount not to exceed \$37,182.00 and a total agreement amount of \$103,374.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of June, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

**CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside**

Date: April 29, 2024

Change Requested by: X City Consultant

Contract Date

April 4, 2024

Project Name

90 Inch Outfall Study

To (Consultant): Schaaf & Wheeler, 4699 Old Ironsides Drive, Suite #350, Santa Clara, CA 95054

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

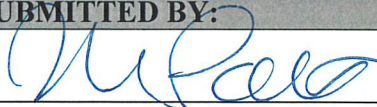
MODIFY the following text in **Section 2, "SERVICES."**

Consultant shall perform the tasks described and set forth in **Exhibit A and A-1**, 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 A-1**.

MODIFY the following text in **Section 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 **ONE HUNDRED AND THREE THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$103,374.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$66,192	\$0.00	\$37,182.00	\$103,374
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
15 Months	June 30, 2025	0	June 30, 2025

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	5-8-24
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Nicholas Borges Acting City Manager	
Signature	Name and Title	Date

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

CONSULTANT ACCEPTANCE BY:		
 Daniel J. Schaaf, P.E. Vice President	5/7/2024	
Andrew A. Sterbenz, PE, Vice President, for Signature	Name and Title	Date

EXHIBIT A
SCOPE OF SERVICES

Basic services will consist of investigating and surveying the storm drainage systems within Sand City that drain to the Seaside trunkline. The data will be incorporated in the City Storm Drain Master Plan models and used to develop capital projects.

Task 1: Data Collection

The Schaaf & Wheeler team shall familiarize themselves with existing resource documents that contain information relating to this project and the City's policies regarding storm water facilities.

Task 1.1: Kick-Off Meeting

Schaaf & Wheeler attend a kick-off meeting with City staff to discuss project goals, expectations, schedule, and other items. This meeting will be held at City offices or online.

Task 1.2: Collect Existing Drainage System Data

Schaaf & Wheeler and the team's surveyor will collect data for all visible storm drain infrastructure in Sand City that drains to the Seaside outfall pipe. Storm drain manholes and inlets will be inspected and surveyed. Each structure will be surveyed for rim and invert elevations (NAVD88 Feet). Observations will measure pipe diameters, pipe materials, condition, and depth of sediment. Ideally this survey will coincide with neap tides and the system outfall opened.

Task 2: Data Collection

Task 2.1: Sand City System

Schaaf & Wheeler will determine the extents of the Sand City storm drainage system that utilizes the 90-inch outfall. The system components surveyed in Task 1.2 will be added to the SDMP models.

Task 2.2: Existing Municipal Storm Drain - Hydraulic Model Preparation

Both the 10-year and 100-year event will be modeled. Tidal boundaries will include both static and design diurnal cycles. The hydraulic analysis will be based upon evaluation of the hydraulic grade line in comparison with existing grade (ground). Results will be compared to observed conditions in Sand City and Seaside.

Task 3: Documentation

Task 3.1: Draft Technical Memorandum

Schaaf & Wheeler will prepare a draft technical memorandum that supports the assessments and analysis in Tasks 1 and 2. The documentation will summarize San City hydrology and hydraulic analysis for the existing system, and condition assessment.

Task 3.2: Final Technical Memorandum

A final memorandum will be prepared which incorporates comments and modifications from the draft review by the City.

Task 4: Project Management

Task 4.1: Meetings, Billings, and Management

Schaaf & Wheeler's project manager will coordinate with City of Seaside staff throughout the project. Monthly billings will be prepared in a timely manner. Team members will be available via internet calls and in-person meetings throughout the project. Schaaf & Wheeler is budgeting for one (1) in-person meeting.

Task 4.2: QA/QC

An independent engineer at Schaaf & Wheeler will perform quality reviews of models, plans, and cost estimates at key project milestones.

Assumptions

The following summarizes study assumptions and criteria:

- The minimum pipe size for the City's main storm drainage pipeline analysis is 12-inches.
- Up to 3 days of surveying is included.

This Schedule of Performance establishes the milestones for commencement and completion of the Tasks for Basic Services as specified in Exhibit A, Scope of Services.

TASK #	TASK DESCRIPTION	DURATION
1	Data Collection	2 weeks after Notice to Proceed for this Task
2	Existing Facilities Analysis	3 weeks after Notice to Proceed for this Task
3	Documentation	3 weeks after Notice to Proceed for this Task

Reimbursable Expenses. Eligible reimbursable expenses shall be billed to the City at actual cost with a 10% markup.

Billing Requirements. This scope and fee is an estimate for each task. Some tasks will take more effort and some less. Schaaf & Wheeler will not invoice the City for more than the not-to-exceed amount of \$37,182 without written approval.

City of Seaside Public Works Department Sand City Storm Drain Investigation Schaaf & Wheeler CONSULTING CIVIL ENGINEERS Date: March 18, 2024			Schedule of Hours and Rates by Task					S&W Subtotal	Sub Consultants	Total
			Schaaf & Wheeler							
			Project Manager	Associate Engineer	Assistant Engineer	GIS Analyst				
Task #	Tasks	Hourly Rate	\$285	\$225	\$205	\$175				
Task 1	Data Collection and Analysis		2	18	16	2	\$ 8,250	\$ 13,332	\$ 21,582	
1.1	Kick-Off Meeting		2	2			\$ 1,020		\$ 1,020	
1.2	Sand City Field Work			16	16	2	\$ 7,230	\$ 13,332	\$ 20,562	
Task 2	Drainage System Hydraulic Modeling/Alternatives Analysis		6	6	16	2	\$ 6,690	\$ -	\$ 6,690	
2.1	Sand City System Model		4	4	8	2	\$ 4,030		\$ 4,030	
2.2	Incorporate into 10-year and 100-year Models		2	2	8		\$ 2,660		\$ 2,660	
Task 4	Storm Drain Master Plan Development		6	12	4	8	\$ 6,630	\$ -	\$ 6,630	
4.1	Draft Memorandum		4	8	2	4	\$ 4,050		\$ 4,050	
4.2	Final Memorandum		2	4	2	4	\$ 2,580		\$ 2,580	
Task 5	Administration and Project Management		8	0	0	0	\$ 2,280	\$ -	\$ 2,280	
5.1	Project Management, Billings, Meetings and Coordination		4				\$ 1,140		\$ 1,140	
5.2	QA/QC*		4				\$ 1,140		\$ 1,140	
	Direct Project Expenses						\$ -		\$ -	
		TOTAL	22	36	36	12	\$ 23,850	\$ 13,332	\$ 37,182	



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: June 6, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE REMOTE MEETING PARTICIPATION POLICY AND REINSTATING THE ACCEPTANCE OF PUBLIC COMMENT VIA VIRTUAL TELE-CONFERNCEING PLATFORM (CURRENTLY ZOOM)

RECOMMENDATION

Adopt a resolution approving the remote meeting participation policy and reinstating the use of Zoom for public comments.

BACKGROUND

The City Council recognizes the importance of public engagement in local government. At its May 2, 2024, regular meeting, the City Council reviewed and provided feedback on the draft remote meeting participation policy. The feedback is incorporated into the revised version attached, and responds to the request of the City Council for the establishment of a policy to accompany the return of allowing public comment via zoom. The policy aims to ensure public access is available virtually to the City Council meetings, and the public meetings of its Boards, Commissions and Committees and is a commitment to addressing and preventing hate speech and other disruptive behaviors.

Restoring the ability to make public comment through zoom, has the benefit of increased accessibility for those who cannot attend meetings in person due to distance, disability, or scheduling conflicts; encourages broader public participation in local government; and provides a convenient alternative for public comment. With approval and adoption of the resolution and policy, public comments are slated to be reinstated.

The remote option complements the existing in-person attendance and public comment process.

Policy Overview

Access: Meeting links and access codes will be included in the public meeting agenda at least 72 hours prior to regular meetings and 24 hours before special meetings. Participants can join via computer, tablet, or phone.

Testing: The City encourages participants to test their Zoom connection beforehand, but technical assistance won't be available during meetings.

Public Comment Procedures: Participants will be muted upon joining. During designated comment periods, the City Clerk will un-mute speakers in the order they joined the queue. Each speaker will have 3 minutes (or a designated time) to comment. The Mayor and City Clerk can mute or remove disruptive participants.

Comment Guidelines: Comments must be respectful, relevant to the agenda item, and avoid personal attacks, threats, or hateful speech. The City reserves the right to enforce these guidelines using a "Stop/Mute-Warn-Second Chance-Eject" process aligned with SB1100 amendments to the Brown Act.

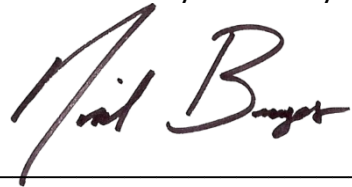
FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
2. FINAL Zoom Remote Participation Policy

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE REMOTE MEETING PARTICIPATION POLICY

WHEREAS, the City Council of the City of Seaside recognizes the importance of public engagement in local government; and

WHEREAS, on May 2, 2024, the City Council established a "Remote Meeting Participation Policy for Public Comment via Video Tele-conferencing Technology" policy (hereinafter referred to as "policy") to accompany the return of allowing public comment via video teleconferencing technology (currently Zoom); and

WHEREAS, the policy is to ensure public access is available virtually to City Council meetings, and the public meetings of its Boards, Commissions and Committees; and

WHEREAS, this policy is a commitment to addressing and preventing hate speech and other disruptive behaviors; and

WHEREAS, restoring the ability to make public comment through Zoom has the benefit of increased accessibility, encourages broader public participation, and provides a convenient alternative for public comment; and

WHEREAS, the remote option complements the existing in-person attendance and public comment process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside as follows:

Section 1. Adoption of Remote Meeting Participation Policy.

The City Council hereby adopts the Remote Meeting Participation Policy, as attached hereto and incorporated herein by reference, to govern public participation in City Council meetings, and the public meetings of its Boards, Commissions and Committees, conducted remotely via Zoom.

Section 2. Severability.

If any provision of this Resolution or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

Section 3. Effective Date.

This resolution shall take effect at the next meeting of the City Council, upon its passage and adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on this 6th day of June 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



SEASIDE CALIFORNIA

POLICY GOVERNING REMOTE MEETING PARTICIPATION POLICY FOR PUBLIC COMMENT VIA VIDEO TELECONFERENCING TECHNOLOGY

The Seaside City Council recognizes the importance of public participation in the local government process. This policy outlines the procedures for providing public comment remotely via video teleconferencing technology during public meetings.

PRINCIPLES OF USE

The City Council, and its Boards, Commissions and Committees holds its public meetings in person, with a virtual option through video conferencing technology (currently Zoom).

Zoom tele-conferencing technology can be utilized for virtual public participation; however, it's important to note that the City of Seaside makes 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.

The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

Within this policy also includes a code of conduct for meetings that encourages participants to be considerate, respectful, and collaborative.

CONDITIONS OF USE/MEETING ACCESS

The Zoom meeting link and any access codes will be included in the public meeting agenda posted on the City's website at least 72 hours prior to a regular meeting, and/or 24 hours prior to a special meeting. Participants may join the meeting via computer, tablet, or phone. The City encourages participants to test their Zoom connection prior to the meeting.

Testing and technical assistance is not available for virtual meeting participants.

PUBLIC COMMENT PROCEDURES

- Participants will be muted upon joining the meeting.
- During the designated public comment period for each agenda item, the Mayor (or Chair or designee) will unmute participants wishing to speak in the order they joined the queue.
- Participants will be called upon by name, username, number or as designated by the clerk.

- Each speaker will be allotted three (3:00) minutes to deliver their comment, or for a time determined by the Mayor (or Chair or designee).
- The Mayor, and City Clerk (or Chair or designee) will have the authority to mute or remove participants who violate these procedures or disrupt the meeting.

COMMENT GUIDELINES

- Comments should be respectful and relevant to the agenda item being discussed.
- Personal attacks on any individual will not be tolerated.
- Threats, including threats of violence, shall not be tolerated.
- Derogatory racial, sexual, ethnic, and similar slurs shall not be tolerated.
- No person attending a public meeting shall engage in disorderly or boisterous conduct, including, but not limited to applause, whistling, stamping of feet, booing, or other loud noises.
- If a sign, placard, banner, and/or other similar item disturbs, disrupts, or otherwise impedes the orderly conduct of a City Council, or its Board, Commission or Committee meeting, it shall not be permitted.
- Comments exceeding the time limit may be cut short.
- If any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech, the City Council, and its Boards, Commissions and Committees will employ the "Stop/Mute-Warn-Second Chance-Eject" process.
 - Implementing the process would be in accordance with the SB1100 amendments to the Brown Act. These were based upon research about the City Council meeting being a "designated public forum" (i.e. designated for speech only on matters within the subject-matter jurisdiction of the City), which allows reasonable time, place and manner regulations set to achieve a significant public purpose and a review of other agencies "public decorum rules and regulations". Potential Rules for Public Comment (Zoom and In-Person)

"STOP/MUTE-WARN-SECOND CHANCE-EJECT" PROCESS

1. Stop/mute participant
2. Warn [must be specific what's disruptive/not allowed]
3. Second chance – participant is provided another opportunity to conduct themselves appropriately
4. Eject/remove from meeting if disruption continues

ALTERNATIVES TO REMOTE PUBLIC COMMENT

Written comments may be submitted electronically via email as detailed on the agenda or by mail to the City Clerk's Office, 440 Harcourt Avenue, Seaside, CA 93955 prior to the meeting. Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments will be included in the official record of the meeting.

During the Meeting via Oral Comments: When the Mayor (or Chair or designee) calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when public comment is opened.

RECORDING AND ARCHIVING

When available, the City Council, and its Board, Commission and Committee meetings are routinely recorded and archived on the City's YouTube Channel. Recordings will include remote public comments. The adopted meeting minutes serves as the final and official record of meeting action.

DISCLAIMER

The City Council reserves the right to modify this policy at any time.

For More Information:

Please contact the City Clerk's Office at 831-899-6707 or cityclerk@ci.seaside.ca.us

Revised: May 2, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.P.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS TO APPROVE THE
INSTALLATION OF GREEN CURB AT 1121 ELM AVENUE AND
APPROVE THE ADDITION OF A SECOND DRIVEWAY APPROACH
AT 1486 SANTA CLARA AVENUE**

RECOMMENDATION

The Traffic Advisory Committee (TAC) recommends approving: 1. installation of green curb in front of 1276 Fremont Boulevard; and, 2. approve the installation of a second driveway approach at 1486 Santa Clara Avenue.

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided recommendations regarding two applications at the May 19, 2024 regular meeting. A brief summary of two (2) of the items are presented below.

Item 1

Staff received the TAC Request Application (attachment 1), dated January 10, 2024, from a resident requesting the installation of blue curb in front of 1121 Elm Avenue. The application was heard by TAC on March 19, 2024, and returned to TAC on May 21, 2024 for additional discussion.

The home at 1121 Elm Avenue is a single family residential property. Elm Avenue is classified as a residential street, with a posted speed limit of 30 miles per hour (mph), one lane of traffic in the east and west-bound directions, with parallel parking. The street is approximately 36 feet wide, from face of curb to face of curb. Sidewalks

measuring approximately 5 feet wide are present on this block. Multifamily and single residences are present on this block of Elm Avenue.

Staff conducted a site visit at 1121 Elm Avenue (attachment 3). During the site visit, it was noted that there were several cars parked on the street, with little parking availability. The lot has approximately 51 feet of street frontage. There is a driveway from Elm Avenue, which slopes steeply down from the street, to the single-car garage. The resident stated that she is not able to exit the car safely on the driveway due to its slope, and that her garage is too narrow for her to exit the car.

Per SMC 10.32.240 A.5, Curb markings to indicate no stopping and parking regulations, "Blue indicates parking limited exclusively to the vehicles of physical handicapped persons."

Public Right of Way Accessibility Guidelines (PROWAG) section R310.2 outlines the requirements for American with Disabilities Act (ADA) compliant parallel parking spots. This regulation is summarized as follows:

Parallel on-street parking spaces shall be at least 24 feet (7.3 m) long minimum and 13 feet (4.0 m), and shall not encroach on the traveled way, except where spaces are altered but the adjacent pedestrian circulation path is not. Any accessible parallel on-street parking spaces provided may have the same dimensions as the adjacent parallel spaces if they are provided nearest a compliant crossing with a curb ramp or blended transition. The right of way should not be less than 9 feet in width. Each parallel on-street parking spaces shall connect to pedestrian access routes. Where curb ramps and blended transitions are used, they shall not reduce the required width or length of the parking spaces and shall be located at either end of the parking space.

In order to conform with the accessible parallel parking space requirements, curb and sidewalk alterations would be required in order to place the ADA parking space in front of 1121 Elm Avenue. The current width from the centerline of the right of way to the back of the sidewalk is approximately 23 feet. A minimum width of 27 feet, from centerline to the back of the sidewalk, is required to install the appropriate curb and sidewalk alterations. Alternatively, if the available right of way does not meet the requirements, a section of blue curb may be painted to designate an ADA-compliant parking spot adjacent to a corner curb ramp, or midblock crossing with a curb ramp. There are no compliant curb ramps in the vicinity of the applicant's residence. If a curb ramp were to be installed, the closest suitable location would be the north-east corner of Terrace Street and Elm Avenue, approximately 150 feet from the applicant's residence.

Due to the lack of compliant curb ramps, and the lack of street right of way width, staff evaluated alternative solutions to fulfill the applicant's request.

Alternative 1: Paint 20 feet of green curb immediately west of the applicant's existing driveway approach. California Vehicle Code section 22511.5 allows a person displaying a disabled placard or license plate to park for an unlimited amount of time in time-restricted parking spaces. The public would still be allowed to park in the space within the 20-minute time restriction.

Alternative 2: Grant a Minor Use Permit to allow the applicant to pave a parking space within their front setback. This solution would require an alteration of the existing SMC to allow a Minor Use Permit for this use. The topography of the applicant's front yard would also make the construction of this option difficult, as it slopes steeply away from the street.

Alternative 3: Implement a residential parking permit program. This solution would require that a parking permit program be added to SMC, and City staff implement, manage, and enforce the program. A program budget would also need to be approved. It is estimated that it would take up to a year to design and implement this program.

Due to the lack of right of way width and required improvements to conform with the ADA regulations, and the difficulties involved in amending SMC to allow for the other alternatives, the TAC recommends placing 20 feet of green curb in front of 1121 Elm Avenue.

Item 2

The property owner of 1486 Santa Clara Avenue submitted a TAC application on March 21, 2024, requesting the widening of an existing second driveway approach, to allow for access to a proposed garage. The lot currently has two driveway approaches on Santa Clara Avenue, but only one of the approaches has a paved driveway, as required by municipal code. The applicant is requesting to widen the existing approach on the west side of the property to accommodate a proposed 16-foot wide paved driveway. There is currently no driveway associated with the approach on the west side of the property.

Santa Clara Avenue is a local road, with one lane of travel in both the east and westbound directions, parallel parking on both sides, and is populated with single family homes. It is approximately 35 feet wide, from face of curb to face of curb, and has a speed limit of 25 mph. 5-foot sidewalks are present on both sides of the street. 1486 Santa Clara Avenue is a single parcel with one residence and a detached two-car garage on the east side of the property. The property has approximately 90 feet of street frontage.

Staff analyzed the application for conformance with SMC. The application did not conform with the following code sections.

SMC section 17.30.030 Height Limits and Exceptions for Structures outlines sight

distance requirements for driveways. The driveway visibility area shall be defined by measuring 15 feet along the driveway from the intersection of the driveway with the street right-of-way line, and 15 feet along the street line, away from the driveway, and connecting the lines across the intervening property. Table 3-1 in SMC 17.30.020 established the height limit for fences within the driveway visibility area at 4 feet.

The existing fence on the west side of the property is within the driveway visibility area, and is 4.4 feet tall, exceeding the height limit by 5 inches. The fence protrudes into the driveway visibility area by approximately 1.75 feet.

SMC section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings. Section A states that parcels within the RS-8 or RS-12 zones may have two separate driveways if they have 200 feet or more of street frontage.

Per the above stated code sections, 1486 Santa Clara Avenue is not eligible for a second driveway, as its frontage is only 90 feet of the required 200 feet. If the owner were to modify the existing second driveway approach, it would need to conform to Seaside Municipal Code. The approval of this application would remove one public parking spot from Santa Clara Avenue.

TAC recommends approving the resident's application for an additional driveway approach off of Santa Clara Avenue, with the condition that the applicant alter the fence to meet the requirements of the driveway visibility area.

FISCAL IMPACT

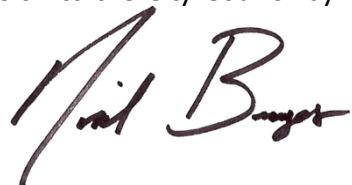
The fiscal impact of the following items are as follows:

1. There is no fiscal impact associated with Item 1 - Approve installation of green curb in front of 1121 Elm Avenue. The cost of \$502.00 would be paid by the applicant.
2. There is no fiscal impact associated with Item 2 - Approve a second driveway approach at 1486 Santa Clara Avenue. The cost of the improvements would be paid by the applicant.

ATTACHMENTS

1. Item 1 - 1121 Elm Avenue
2. Item 2 - 1486 Santa Clara Avenue

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: ELIZABETH W. BROWN DYAR Date: JAN 10 2024

Address: 1121 ELM AVE SEASIDE Phone:

Type of Request (check all that apply):

- ☒ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: SIGN / CURB MARKING

DUE TO MEDICAL ISSUES AND LACK
OF PARKING.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.



Area of requested colored curb, in front of 1121 Elm



Applicant's driveway and garage



Applicant’s street front



Example of parking availability, approximately 10:30 am.



Example of parking availability, approximately 10:30 am.



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Ryan Yap Date: 3/18/2024

Address: 1486 Santa Clara Ave. Seaside CA 93955 Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☒ Other Added driveway

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: We are in the middle of the permitting process to add an ADU and an addition of a Garage to our property.

We currently have one driveway with a curb cut out and a second curb cutout with no official driveway. Our plan is to use
the existing driveway for offstreet parking for the ADU and add the second driveway to the existing Cutout for access to
the new garage. The existing cutout is only one car so it will need to be widened as the garage will be a two car garage.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.



Existing second approach.



Primary approach, to remain.



Fence in safety visibility area.



Portion of existing approach to be widened.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.Q.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: June 6, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND SCHOOLS ACT THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS

RECOMMENDATION

Adopt the Resolution authorizing the submission of the Prop 47 Grant application.

BACKGROUND

The Village Project Inc. intends to apply for the Proposition 47 Grant Program: Safe Neighborhoods and Schools Act. However, per the grant guidelines, a Public Agency must be the lead agency in a partnership with a Community Based Organization. The Village Project Inc., reached out to the City to see if there was an opportunity to partner in this opportunity. In collaboration with the Police Department and the Recreation Department, it was determined that the City would like to assist in this endeavor with our long-standing community partner.

Proposition 47 was a voter approved initiative on the November 4, 2014, general election ballot. As stated in the ballot measure:

The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for non-serious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K-12 schools, victim services, and mental health and drug treatment.

As father stated in the proposition, the Board of State & Community Corrections

responsibilities are to:

Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with and emphasis on programs that reduce recidivism of the people convicted of less serious crimes, such as those covered by this measure and those who have substance abuse and mental health problems.

The deadline for application submission is Monday, June 10, 2024, at 5pm.

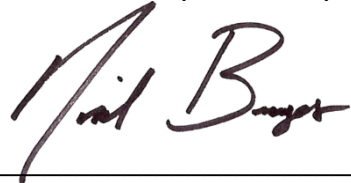
FISCAL IMPACT

There is no fiscal impact with the grant application submission.

ATTACHMENTS

1. 2024 Prop 47 Grant application Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND SCHOOLS ACT, THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS

WHEREAS, Proposition 47 was a voter approved initiative on the November 4, 2014, general election ballot. As stated in the ballot measure; and

WHEREAS, The Village Project Inc. intends to apply for the Proposition 47 Grant Program: Safe Neighborhoods and Schools Act; and

WHEREAS, The Proposition 47 grant guidelines requires a Public Agency must submit the application as the lead agency with a partnership with a Community Based Organization; and

WHEREAS, The City's Police and Recreation Departments will collaborate with the Village Project Inc. and apply for the Proposition 47 Grant as the lead agency; and

WHEREAS, the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for non-serious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K-12 schools, victim services, and mental health and drug treatment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside authorizes the submittal of the application to the Board of State and Community Corrections for the Proposition 47 Safe Neighborhoods and Schools Act Grant Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of June 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: June 6, 2024

**SUBJECT: CONFIRM SETTLEMENT AGREEMENT WITH PETROVICH
DEVELOPMENT AND AUTHORIZE THE ACTING FINANCE
DIRECTOR TO REMIT \$850,000.00 FROM THE SPECIAL
RESERVES FUND**

RECOMMENDATION

Confirm Settlement Agreement with Petrovich Development Company and Authorize the Acting Finance Director to Pay \$850,000.00

BACKGROUND

On May 6, 2024, the City Council approved a Conditional Settlement of Monterey County Superior Court Case 21CV003630, pending the receipt of the appropriate Settlement documents. The Settlement Agreement calls for the payment of the settlement amount within 15 days of the settlement. The Settlement Agreement is attached to this staff report. The Acting Finance director has requested specific authorization from the City Council to utilize the special reserves fund to pay the settlement amount.

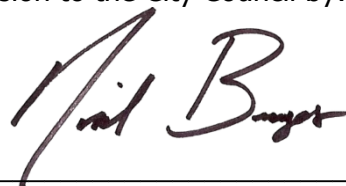
FISCAL IMPACT

\$850,000.00 from the Special Reserves Fund

ATTACHMENTS

1. 2024-05-24 Settlement Agmt and Release - Final - Fully Executed
 2. Draft Resolution - Settlement Agreement with Petrovich
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges", written in a cursive style.

Nicholas Borges, Acting City Manager

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by and between PETROVICH DEVELOPMENT COMPANY, LLC, dba Seaside Development Company, LLC, PDOC, LLC, dba Seaside Development Company, LLC, PAUL PETROVICH, PDC CONSTRUCTION COMPANY, INC., and SEASIDE DEVELOPMENT COMPANY, LLC (collectively, "Plaintiffs") and CITY OF SEASIDE, CITY COUNCIL OF THE CITY OF SEASIDE, and CRAIG MALIN (collectively "Defendants").

WITNESSETH:

WHEREAS, Plaintiffs filed an action against Defendants in the Superior Court of the State California, County of Monterey, Monterey Division, styled *Petrovich Development Company, LLC, et al., v. City of Seaside, et al.*, Case No. 21CV003630 (the "Action").

WHEREAS, Plaintiffs and Defendants (collectively, the "Parties"), desire to settle fully and finally all differences between them, including, but in no way limited to, those differences described in the Action.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the Parties as follows:

1. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violation of the rights of Plaintiffs or any person, violation of any order, law, statute, duty, or contract whatsoever against Plaintiffs or any person. Defendants specifically disclaim any liability to Plaintiffs or any other person for any alleged violation of the rights of Plaintiffs or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of any employees or agents of Defendants. Likewise, this Agreement and compliance with this Agreement shall not be construed as an admission by Plaintiffs of any liability, misconduct, or wrongdoing whatsoever.
2. Each party will exchange a fully signed executed copy or original of this Agreement. Defendants cannot proceed with processing payment without a fully executed copy of the Agreement from Plaintiffs.
3. No later than fifteen (15) days following receipt of a fully executed copy of this Agreement from Plaintiffs, Defendant City of Seaside will deliver to Smith, McDowell & Powell, a Law Corporation, located at 100 Howe Avenue, Suite 208 South, Sacramento, California 95825 a check in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) made payable to "Petrovich Development Company, LLC." This amount represents a full and complete settlement of Plaintiffs' claims for all damages alleged in the Action. Within three (3) days of the aforementioned check clearing, Plaintiffs shall cause to be filed with the Monterey Superior Court a Request for Dismissal of the Entire Action with Prejudice and shall serve Defendants with such Request for Dismissal.
4. Plaintiffs and Defendants agree that this Agreement constitutes full and complete settlement of all claims made against Defendants in the Action. Plaintiffs will not seek any

further compensation for any other claimed damages, costs, or attorney's fees in connection with the matters encompassed in this Agreement.

5. Plaintiffs acknowledge and agree that Defendants have made no representations regarding the tax consequences of any amounts received pursuant to this Agreement. Plaintiffs agree that they and they alone are liable for all taxes, if any, which are owed by Plaintiffs on any amount received hereunder including interest and penalties. Plaintiffs will hold Defendants harmless from any and all claims made by federal, state, or local taxing authorities or lien holders against Plaintiffs on amounts owed by them.

6. Plaintiffs represent that, with the exception of the Action and the government tort claims associated therewith and submitted to Defendant City of Seaside, they have not filed any complaints, claims, or actions against Defendants, including any officers, agents, directors, supervisors, employees, or representatives of Defendants with any state, federal, or local agency or court and that they will not do so at any time hereafter as it relates to the Action and that if any agency or court assumes jurisdiction of any complaint, claim, or action against Defendants on Plaintiffs' behalf, Plaintiffs will direct that agency or court to withdraw and dismiss the matter with prejudice.

7. The Parties hereto hereby agree that all rights under Section 1542 of the Civil Code of the State of California are hereby waived. Civil Code Section 1542 states:

"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."

8. Notwithstanding the provisions of Civil Code Section 1542, each party hereby irrevocably and unconditionally releases and forever discharges each other party and each and all of its officers, agents, directors, supervisors, employees, representatives, and its successors and assigns and all persons acting by, through, under, or in concert with each other party from any and all charges, complaints, claims and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which each releasing party at any time heretofore had or claimed to have or which each releasing party at any time hereafter may have or claim to have, incidental to the incident(s) which form the basis of the Action.

9. Each person signing below represents that he/she has reviewed all aspects of this Agreement, that the Agreement has been carefully read and fully explained to them and that they understand every provision of this Agreement, that they understand that in agreeing to this document they are releasing each party hereto from any and all claims they may have against each party released, that they voluntarily agree to all the terms set forth in this Agreement, that they knowingly and willingly intend to be legally bound by the same, that they were given the opportunity to consider the terms of this Agreement and discussed them with legal counsel. Each party hereby warrants that they have the authority to enter into this Agreement and bind the party for whose benefit they execute this Agreement.

10. The Parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the other Parties or by any of the other Parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this Agreement.

11. This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, predecessors, successors, and assigns, and shall inure to the benefit of said Parties and each of them and to their heirs, administrators, representatives, executors, predecessors, successors, and assigns.

12. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term or provision shall be deemed not to be a part of this Agreement.

13. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof.

14. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

15. This Agreement may be executed in counterparts, secured via e-mail, facsimile transmission or otherwise, each of which shall be deemed to be an original. Photocopies of any executed counterpart shall have the same force and effect as an original.

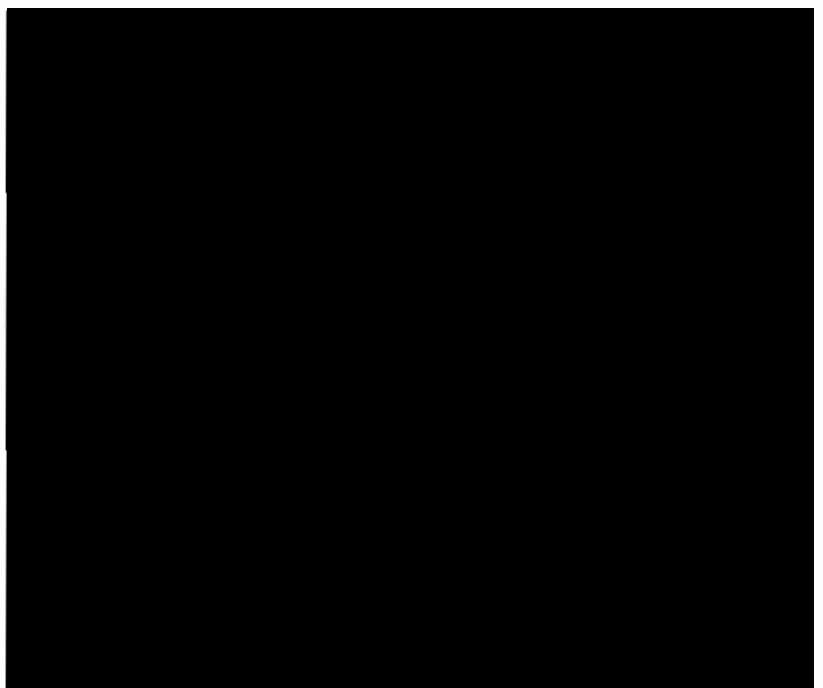
PARTIES:

Plaintiffs

Dated: May 21, 2024

Dated: May 21, 2024

Dated: May 21, 2024



Dated: May 21, 2024

Dated: May 21, 2024

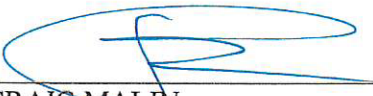
Defendants

Dated: 5/21/24

CITY OF SEASIDE, a municipal corporation
duly organized and existing under the laws of the
State of California, and CITY COUNCIL OF
THE CITY OF SEASIDE

By: 
Nicolas Borges,
Acting City Manager

Dated: 5/22/24


CRAIG MALIN

[CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

Dated: May 21, 2024

SMITH MCDOWELL & POWELL, A LAW
CORPORATION


C. Jason Smith, Esq.
Attorneys for Plaintiffs

Dated: May 24, 2024

THE SOHAGI LAW GROUP, PLC


Cristina L. Talley, Esq.
Attorneys for Defendants City of
Seaside, City Council of the City
of Seaside, and Craig Malin

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION CONFIRMING SETTLEMENT AGREEMENT WITH
PETROVICH DEVELOPMENT AND AUTHORIZE THE ACTING FINANCE
DIRECTOR TO PAY \$850,000.00 FROM THE SPECIAL RESERVES FUND**

WHEREAS, on May 6, 2024 the City Council approved a Conditional Settlement of Monterey County Superior Court Case 21CV003630 pending the receipt of the appropriate settlement documents; and

WHEREAS, the Settlement Agreement, which has been fully executed on May 24, 2024 calls for the payment of the settlement amount of \$850,000.00 within 15 days of the settlement; and

WHEREAS, The Acting Finance Director has requested specific authorization from the City Council to utilize the special reserves fund to pay the settlement amount; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby confirms the attached Settlement Agreement with Petrovich Development and authorizes the Acting Finance Director to utilize the special reserves fund to pay the settlement amount.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of June, 2024 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

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 PAVEMENT REHABILITATION PROJECT AND AWARDED A CONSTRUCTION CONTRACT TO COASTAL PAVING AND EXCAVATING INC. FOR AN AMOUNT NOT TO EXCEED \$2,341,712.40 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$2,575,883.64**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the 2023 Pavement Rehabilitation Project; waiving minor bid irregularities, awarding a construction contract to Coastal Paving and Excavating Inc. for an amount not to exceed \$2,341,712.40; establishing a 10% construction contingency for a total project construction amount not to exceed \$2,575,883.64; 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

In March 2023, the City Council adopted a 5-Year Street Rehabilitation Policy and street list for the 2023 Pavement Rehabilitation Project (Project). The 2023 Pavement Rehabilitation Project focused on residential streets with 80% of the available funds for light to heavy maintenance treatments, like pavement overlays and base repairs, and 20% of the funds reserved for pavement reconstruction. During the design phase, the pavement analysis determined that full reconstruction was no longer necessary due to the majority of the streets having adequate pavement structural sections. Without the

need for full reconstruction, there was an opportunity for an additional street segment to be added to the Project. Staff chose Yosemite Street from Broadway Avenue to Mingo Avenue to be included in the design as an bid alternate. In addition to pavement overlay and base repairs, the Project includes installation of new curb ramps, a sanitary sewer main repair on Flores Street, a storm drain headwall repair on Harding Street, utility and roadway sign relocations, preservation of benchmarks and monuments, and pavement striping.

The design was complete, and the Project was released for construction bids on April 25, 2024. Six bids were received and opened on May 23, 2023, from the following contractors:

Contractor	Base Bid	Alternate A	Total
Coastal Paving & Excavating Inc.	\$1,944,720.85	\$396,991.55	\$2,341,712.40
MCKIM Corporation	\$1,980,316.73	\$364,733.08	\$2,345,049.81
Monterey Peninsula Engineering	\$2,112,143.00	\$366,453.00	\$2,478,596.00
Graniterock Company	\$2,420,717.50	\$374,052.00	\$2,794,769.50
The Don Chapin Company	\$2,828,192.00	\$518,384.00	\$3,346,576.00
Granite Construction Company	\$2,925,238.75	\$458,494.55	\$3,383,733.30

The Bids were reviewed by the designer and city staff and minor irregularities were identified. Per the Public Works Bid Requirements, public agencies may waive informalities or minor irregularities in a bid as long as they do not give a competitive advantage to a bidder over others.

The basis of award of the construction contract is the total of the Base Bid plus Alternate A. Based upon the bids submitted, Coastal Paving & Excavating Inc. is the lowest responsive and responsible bidder, with a bid of \$2,341,712.40. Staff reviewed Coastal Paving & Excavating's bid and determined that the bid is responsive, and the bidder and subcontractors have the necessary qualifications and experience level to satisfactorily perform all work within the project scope. Staff evaluated the Alternate A Bid Schedule against the available funding sources, and it is recommended to award the Base Bid and Alternate A to Coastal Paving & Excavating Inc. for an amount not to exceed \$2,341,712.40.

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 alternation 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 pavement rehabilitation, repair of an existing sewer mainline, and new curb ramps which would not result in an expansion or significant modification of the existing roadway, sidewalk and utility infrastructure.

Therefore, there are no significant activities associated with the 2023 Pavement Rehabilitation Project.

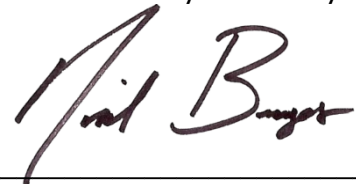
FISCAL IMPACT

The proposed construction contract with Coastal Paving & Excavating Inc. is for an amount not to exceed \$2,341,712.40. A construction contingency of 10%, or \$234,171.24 is appropriate for a project of this scope. The 2023 Pavement Rehabilitation Project is in the adopted FY 23/24 Capital Improvement Program, funded through Measure X and SB 1 with an available budget of \$3M. There are sufficient funds in the account (212-8920-9600) to execute the construction contract. Staff will return to City Council to seek approval of a reimbursement agreement with Seaside County Sanitation District to reimburse the City for costs associated with the repair of the sewer main on Flores Street.

ATTACHMENTS

1. Resolution
2. Construction Contract
3. Addendum No. 1
4. 2023 Pavement Rehab Specifications
5. 2023 Pavement Rehab Project Plans

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 PAVEMENT REHABILITATION PROJECT AND AWARDING A CONSTRUCTION CONTRACT TO COASTAL PAVING & EXCAVATING INC. FOR THE 2023 PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$2,341,712.40 AND A TOTAL AUTHORIZED COST WITH 10% CONTINGENCY OF \$2,575,883.64

WHEREAS, the 2023 Pavement Rehabilitation Project is an approved City Capital Improvement Project identified in the fiscal year 2023/2024 annual budget; and

WHEREAS, the City Council adopted the 5-Year Street Rehabilitation Policy and street list for the 2023 Pavement Rehabilitation Project; and

WHEREAS, the proposed improvements include base repair and pavement overlay on 11 residential roadway segments, new curb ramps, a sanitary sewer main repair on Flores Street, a storm drain headwall repair on Harding Street, utility and roadway sign relocations, preservation of benchmarks and monuments, and pavement striping; and

WHEREAS, the project was designed and put out to bid and advertised on April 25, 2024 and a pre bid meeting was held on May 8, 2024; and

WHEREAS the project bid documents included one bid alternate for the city to award, or not award, at their discretion in addition to the Base Bid Schedule; and

WHEREAS on May 23, 2024, six bids were received at a public bid opening; and

WHEREAS, Coastal Paving & Excavating Inc. was determined to have the lowest responsive and responsible bid in the amount of \$2,341,712.40; and

WHEREAS, an amount of \$234,171.24 contingency, approximately 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, Coastal Paving & Excavating Inc. has successfully completed similar pavement rehabilitation projects in the Monterey Bay area; and

WHEREAS, following review of the Alternate A bid schedule and the available funding sources, Alternate A bid schedule will be included in the Construction Contract award; 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 facilities, and involves negligible or no expansion of use.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications, waives bid minor regularities, and authorizes the City Manager to execute a construction contract to Coastal Paving & Excavating Inc. for the Base Bid and Alternate A Bid Schedule for the 2023 Pavement Rehabilitation Project, for an amount not to exceed \$2,341,712.40; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager, to execute up to an additional 10% contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed \$2,575,883.64.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of June 2024, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE CONSTRUCTION BID CONTRACT 2023 PAVEMENT REHABILITATION PROJECT

This Agreement, made and concluded in duplicate this 6 day of June, 2024, between the CITY OF SEASIDE, herein referred to as "City", and Coastal Paving & Excavating 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 2023 Pavement Rehabilitation Project, dated April 25, 2024, approved by the Public Works Director/City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	Unit	Base Bid Est. Qty	Alt A Est. Qty	Total Est. Qty	UNIT PRICE	TOTAL COST
1	Mobilization, Bonds & Insurance	LS	92000.0	18000.0	110000	\$110,000.00	\$110,000.00
2	Traffic Control	LS	170000.0	90000.0	260000	\$260,000.00	\$260,000.00
3	Water Pollution Control Program	LS	25293.6	7500.0	32793.60	\$32,793.60	\$32,793.60
4	1/2" HMA (Type A) PG 64-10	TN	3,092	586	3678	\$160.00	\$588,480.00

ITEM NO.	ITEM DESCRIPTION	Unit	Base Bid Est. Qty	Alt A Est. Qty	Total Est. Qty	UNIT PRICE	TOTAL COST
5	3/8" HMA (Type A) PG 64-10	TN	975	168	1143	\$180.00	\$205,740.00
6	Remove & Replace 4" HMA	SF	8,518	150	8668	\$10.00	\$86,680.00
7	Remove, Regrade, and Replace 6" HMA	SF	2,100	0	2100	\$12.00	\$25,200.00
8	HMA Conform	SF	7,208	1,433	8641	\$15.00	\$129,615.00
9	Remove Existing AC Hardscape Behind Berm	EA	1	0	1	\$3,000.00	\$3,000.00
10	Remove & Replace HMA Dike/Berm (Allowance)	LF	270	0	270	\$30.00	\$8,100.00
11	Remove & Replace HMA Transition at Driveway	LF	189	0	189	\$55.00	\$10,395.00
12	6" Deep Lift Stabilization (Allowance)	SF	426	8	434	\$30.00	\$13,020.00
13	Keycut A1 (5ft, 1-3/4")	LF	9,593	0	9593	\$4.00	\$38,372.00
14	Keycut A2 (6ft, 1-3/4")	LF	8,540	2,290	10830	\$4.00	\$43,320.00
15	Keycut B1 (15ft, 2-1/4")	LF	690	124	814	\$12.00	\$9,768.00
16	Keycut B2 (25ft, 2-1/4")	LF	0	31	31	\$50.00	\$1,550.00
17	Keycut B3 (15ft, 2-1/2")	LF	535	0	535	\$15.00	\$8,025.00
18	Remove & Replace PCC Sidewalk (4")	SF	1,847	726	2573	\$30.00	\$77,190.00
19	Construct PCC Ramping Surface (6")	SF	3,541	477	4018	\$20.00	\$80,360.00
20	Remove & Replace/Construct PCC Valley Gutter/Spandrel	SF	1,139	0	1139	\$45.00	\$51,255.00
21	Remove & Replace PCC Driveway	SF	35	0	35	\$150.00	\$5,250.00
22	Install Detectible Warning Surface	SF	514	150	664	\$25.00	\$16,600.00
23	Remove & Replace PCC Curb	LF	134	0	134	\$125.00	\$16,750.00
24	Remove & Replace PCC Curb & Gutter	LF	1,381	318	1699	\$85.00	\$144,415.00
25	Remove & Replace/Construct PCC Retaining Curb	LF	579	195	774	\$65.00	\$50,310.00
26	Remove & Replace PCC Transition at Driveway	LF	40	0	40	\$300.00	\$12,000.00
27	Convert Curb Inlet into Grate Inlet	EA	2	0	2	\$7,500.00	\$15,000.00
28	Remove & Replace 12" RCP	LF	12	0	12	\$700.00	\$8,400.00
29	Construct PCC Headwall	EA	1	0	1	\$12,000.00	\$12,000.00
30	Prune & Remove Tree Roots (Under HMA/PCC Repairs)	EA	2	0	2	\$3,000.00	\$6,000.00
31	Remove Tree & Root Ball	EA	0	2	2	\$8,000.00	\$16,000.00
32	Survey Monument Research	LS	5000	1260	6260	\$6,260.00	\$6,260.00
33	Survey Monument Preservation	EA	6	5	11	\$800.00	\$8,800.00
34	Reset Brass Pin Survey Marker	EA	7	0	7	\$1,700.00	\$11,900.00
35	Reset City Vertical Benchmark	EA	5	0	5	\$1,200.00	\$6,000.00
36	Locate Buried Monument (Allowance)	EA	3	0	3	\$500.00	\$1,500.00

ITEM NO.	ITEM DESCRIPTION	Unit	Base Bid Est. Qty	Alt A Est. Qty	Total Est. Qty	UNIT PRICE	TOTAL COST
37	Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)	EA	3	0	3	\$2,000.00	\$6,000.00
38	Repair Existing Sanitary Sewer Line Break	EA	2	0	2	\$4,000.00	\$8,000.00
39	Lower Gas Valve Cover	EA	1	0	1	\$1,200.00	\$1,200.00
40	Lower Sanitary Sewer Manhole Cover to Finish Grade	EA	6	0	6	\$1,500.00	\$9,000.00
41	Lower Sewer Cleanout Cover	EA	0	1	1	\$1,200.00	\$1,200.00
42	Lower Storm Drain Manhole Cover	EA	8	0	8	\$1,210.00	\$9,680.00
43	Lower Survey Monument Cover	EA	1	0	1	\$1,210.00	\$1,210.00
44	Lower Water Valve Cover	EA	30	1	31	\$950.00	\$29,450.00
45	Adjust Gas Valve Cover To Finish Grade	EA	1	0	1	\$1,000.00	\$1,000.00
46	Adjust Sanitary Sewer Manhole Cover to Finish Grade	EA	28	2	30	\$1,000.00	\$30,000.00
47	Adjust Sewer Cleanout Cover to Finish Grade	EA	8	2	10	\$1,000.00	\$10,000.00
48	Adjust Storm Drain Manhole Cover to Finish Grade	EA	8	1	9	\$1,000.00	\$9,000.00
49	Adjust Survey Monument Cover to Finish Grade	EA	5	5	10	\$1,000.00	\$10,000.00
50	Adjust Water Valve Cover to Finish Grade	EA	55	8	63	\$1,000.00	\$63,000.00
51	Install Blue RPM at Fire Hydrant	EA	17	2	19	\$10.00	\$190.00
52	12" White Crosswalk/Limit Line (Thermo)	LF	931	0	931	\$7.50	\$6,982.50
53	12" Yellow Crosswalk/Limit Line (Thermo)	LF	405	440	845	\$7.50	\$6,337.50
54	Striping Detail #2 (Thermo)	LF	2,591	886	3477	\$0.90	\$3,129.30
55	Striping Detail #22 (Thermo & Markers)	LF	0	40	40	\$1.25	\$50.00
56	Pavement Marking "AHEAD"	EA	0	1	1	\$350.00	\$350.00
57	Pavement Marking "STOP"	EA	21	2	23	\$350.00	\$8,050.00
58	Blue Curb Paint	LF	24	0	24	\$1.95	\$46.80
59	Red Curb Paint	LF	469	157	626	\$1.95	\$1,220.70
60	Yellow Curb Paint	LF	60	0	60	\$1.95	\$117.00
61	House Stencil	EA	10	0	10	\$15.00	\$150.00
62	Relocate Road Sign and Post	EA	17	1	18	\$350.00	\$6,300.00
Total (Base Bid Plus Alternate A)							\$2,341,712.40

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, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Coastal Paving & Excavating Inc.
24560 Silver Cloud Ct. Suite 101
Monterey, CA 93940
Contractor's Name and Mailing Address

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

CITY OF SEASIDE

COASTAL PAVING & EXCAVATING INC.

by: _____
Nicholas Borges, Acting City Manager

by: _____
Michael Melicia, President

Date

Date

Licensed in accordance with an act providing for the registration of Contractors. License No. 1021900



ADDENDUM No.1

For the Construction of

2023 PAVEMENT REHABILITATION PROJECT

May 14, 2024

Addendum No. 1 is being issued for revisions to Book 1 Notice, Plans and Special Provisions and Book 2 Contract Documents for the 2023 Pavement Rehabilitation Project.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

CLARIFICATIONS

Attached is the sign in sheet from the pre bid meeting held on May 9, 2024.

RESPONSE TO BIDDER QUESTIONS:

Q1. Will the City provide the engineer's estimate?

A1. The engineer's estimate for the project, including the add als, is \$2.4M

Q1. Will this project comply with the January 1, 2024, mandate and allow the use of up to 25 percent RAP in HMA?

A2. The City will allow up to 25% RAP in the mix.

Q3. When is the City expected to begin the project?

A3. City anticipates to award a construction contract on June 6, 2024 with a Notice to Proceed for August 5, 2024.

Q4. Clarify the sequence of work?

A4. Contractor does not need to wait for all concrete work for the project to be completed prior to paving. The City will consider concrete work and paving to be performed concurrently as long as the work is not on the same street segment.

Q5. What is the DBE goal for this project?

Q5. There is no DBE goal for this project. There are no federal funds funding this project.

REVISIONS

Make the following revisions to Book 2 Contract Documents

REMOVE page 18. - 8. Sample Contract with Signatures and **REPLACE** with the attached revised page 18. - 8. REVISED Sample Contract with Signatures

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 8 of the bid proposal. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,



Nisha Patel
Public Works Director/City Engineer

ACKNOWLEDGED:

Name & Title of Bidder's Representative



Pre-Bid Meeting
2023 Pavement Rehabilitation Project

Thursday, May 9, 2024 at 2:00 PM
City Call Council Chambers
440 Harcourt Ave., Seaside 93955

Name	Company	Phone/e-mail
Leslie Llantero	CITY OF SEASIDE	831.915.3151 lllantero@ci.seaside.ca.us
JOE RIRIE	PEI	805 801 4625 joer@PavementEngineering.com
Sam Ririe	PEI	SamR@PavementEngineering.com
Santino Ochoa	Mackin	Santino@mackin.com
CLINT HEBREW	RAIN FOR RENT	RAINFORRENT.COM CHEBREW@com
Jermy Rogers	Monterey Peninsula Engineering	Jeremiah@mp2000.com
Pablo Cruz	Precision Grade Inc.	Pserrato@precisiongrade.com
Jorge Avila	Wallace Group	JorgeAvila@wallacegroup.us
JEFF MANLEY	DON CHAPIN	JMANLEY@DONCHAPIN.COM
Victor Davi	Coastal Paving & Excavating	victor@coastalpavingex.com

Bidder: _____

8. REVISED Sample Contract with Signatures



**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
(PROJECT TITLE)**

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

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the 2023 Pavement Rehabilitation Project, dated April 25, 2024, approved by the Public Works Director/City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

< Awarded Bid Schedule will be inserted here >

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

2023 PAVEMENT REHABILITATION PROJECT

City Project No. 212-24-89



Approved by: Nisha Patel, P.E.
City Engineer

Reviewed by: Leslie Llantero
Assistant Engineer

CITY OF SEASIDE
Department of Public Works
April 25, 2024

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PROJECT NO.: 212-24-89

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:
CIVIL



Date 4-17-2024

Joseph L. Ririe

Registered Civil Engineer, C52735, Exp. 12-31-24

Pavement Engineering Inc.

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Table of Contents

2023 PAVEMENT REHABILITATION PROJECT

Notice Inviting Bids.....	9
Special Provisions Volume I	11
SECTION 1. SPECIFICATIONS AND PLANS.....	11
1.01 GENERAL	11
1.02 DEFINITIONS AND TERMS.....	12
1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS	12
1.04 PAYMENT	12
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS	13
2.01 GENERAL	13
2.02 FEDERAL LOBBYING RESTRICTIONS	13
2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE).	13
2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE	13
2.05 PROPOSAL FORMS.	13
2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES.....	13
2.07 PROPOSAL GUARANTY	14
2.08 WITHDRAWAL OF PROPOSAL	14
2.09 PUBLIC OPENING OF PROPOSALS.	14
2.10 DISQUALIFICATION OF BIDDERS	14
2.11 COMPETENCY OF BIDDERS	14
2.12 PERMITS AND LICENSES	14
SECTION 3. AWARD AND EXECUTION OF CONTRACT	15
3.01 GENERAL	15
3.02 AWARD OF CONTRACT	15
3.03 CONTRACT BONDS	15
3.04 EXECUTION OF CONTRACT	15
3.05 FAILURE TO EXECUTE CONTRACT	15
3.06 RETURN OF PROPOSAL GUARANTIES.....	16
3.07 INDEMNIFICATION.....	16
3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE	16
SECTION 4. PROSECUTION AND PROGRESS	19
4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.	19
4.02 PRECONSTRUCTION CONFERENCE	19
4.03 SUBCONTRACTORS.....	19
4.04 SCHEDULE	19
4.05 SUSPENSION OF CONTRACT	19
4.06 RESOLUTION OF CONSTRUCTION CLAIMS	19
4.07 MEASUREMENT AND PAYMENT	20
4.08 PROGRESS PAYMENTS.....	21

4.09	FINAL PAYMENT	21
4.10	CLEANUP	22
4.11	HOURS OF WORK.....	22
4.12	PUBLIC NOTIFICATION	22
SECTION 5. GENERAL.....		23
5.01	LABOR NONDISCRIMINATION	23
5.02	PREVAILING WAGE	23
5.03	PUBLIC SAFETY.....	23
5.04	REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	24
5.05	SUBCONTRACTING	25
5.06	PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	25
SECTION 6. NOT USED		25
SECTION 7. MATERIALS		26
7.01	SOURCE OF SUPPLY AND QUALITY OF MATERIALS	26
7.02	TRADE NAMES AND ALTERNATIVES	26
7.03	SUBMITTALS	27
SECTION 8. OTHER REQUIREMENTS		28
8.01	GENERAL	28
8.03	PROJECT APPEARANCE	28
8.04	WORK SEQUENCING	28
8.05	DUST CONTROL	28
8.06	WATERING	28
8.07	OBSTRUCTIONS	28
8.08	MAINTAINING TRAFFIC	29
8.09	COOPERATION	29
SECTION 9. BID ITEM DESCRIPTION		30
9.01	BID - Itemized below as specified by the project	30
SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS.....		37
10.01	SCOPE OF WORK	37
10.02	EMERGENCY INFORMATION.....	37
10.03	UTILITY COMPANY INFORMATION	37
10.04	ORDER OF THE WORK.....	38
10.05	REQUIREMENTS OF WORK	39
10.06	MOBILIZATION, BONDS, AND INSURANCE	40
10.07	TRAFFIC CONTROL	41
10.08	WATER POLLUTION CONTROL	45
10.09	EXISTING FACILITIES	47
10.10	TRIMMING, CLEARING, AND GRUBBING.....	51
10.11	NOTIFICATIONS	51
10.12	CONSTRUCTION SURVEYS.....	53
10.13	PRESERVING & PERPETUATING SURVEY MONUMENTATION	54
10.14	ROADWAY PREPARATION	57
10.15	FINAL INSPECTION AND PUNCH LIST	57
10.16	CONSTRUCTION AS-BUILT DRAWINGS	57
10.17	AIR POLLUTION CONTROL	58

10.18 ROOT PROTECTION, ROOT PRUNING, AND TREE REMOVAL 58

10.19 COLD PLANING (MILLING & KEYCUTS) 61

10.20 HOT MIX ASPHALT (HMA) 64

10.21 REMOVE AND REPLACE HOT MIX ASPHALT (HMA) 72

10.22 ASPHALT TACK COAT 74

10.23 LOWERING AND ADJUSTING OF UTILITY COVERS..... 76

10.24 AGGREGATE BASE..... 78

10.25 MISCELLANEOUS CONCRETE 79

10.26 REPAIR SANITARY SEWER PIPE 86

10.27 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS..... 87

10.28 ROADSIDE SIGNS AND OBJECT MARKERS..... 93

10.29 FINAL CLEANUP 95

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CITY OF SEASIDE

Notice Inviting Bids

2023 PAVEMENT REHABILITATION PROJECT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City Clerk, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:30 pm on May 23, 2024, 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 2023 PAVEMENT REHABILITATION PROJECT and in the specifications, including but not limited to:

The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to paving, reconstructing concrete curb, gutter & sidewalk, curb ramps, valley gutter, curb extensions, storm drain improvements, sanitary sewer improvements, and signing and striping, as shown or indicated in the Drawings and Specifications. The project is located at various streets within City of Seaside, Monterey County.

A non-mandatory pre-bid conference shall be held on Thursday, May 9, 2024 at 2:00 pm, in the Main Conference Room, 440 Harcourt Avenue, Seaside, CA 93955. 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 <https://www.ci.seaside.ca.us/Bids.aspx>

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 (Book 2 Contract Documents). No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors license or a combination of Class C-8 7 C-12 Licenses at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <https://www.dir.ca.gov/public-works/prevailing-wage.html>

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 (<https://www.ci.seaside.ca.us/Bids.aspx>) 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
Public Works Director/City Engineer

Date

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CITY OF SEASIDE

Special Provisions Volume I

2023 PAVEMENT REHABILITATION PROJECT

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2018 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Project Plans
- 1.3. Special Provisions
- 1.4. Supplemental project information
- 1.5. Revised Standard Specifications
- 1.6. Standard Specifications
- 1.7. Revised Standard plans
- 1.8. Standard Plans

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2018 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in the Special Provisions Volume I are included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Contract Documents" for 2023 Pavement Rehabilitation Project.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase if \$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), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 **WITHDRAWAL OF PROPOSAL.** Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 **PUBLIC OPENING OF PROPOSALS.** Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 **DISQUALIFICATION OF BIDDERS.** The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 **COMPETENCY OF BIDDERS.** No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 **PERMITS AND LICENSES.** Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License, or a combination of Class C-8 & C-12 Contractors License
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address within 5 business days after bid opening: 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 including bid alternate packages. 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. The City reserves the right to award only the base bid package and/or in any combination with bid alternate packages.

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
2. 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.
 3. 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.
 4. 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.
 5. 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 10 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 105 WORKING DAYS.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of \$3,300 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 be 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 on month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 **LABOR NONDISCRIMINATION.** Comply with the requirements of Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications.

5.02 **PREVAILING WAGE.** The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

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

5.03 **PUBLIC SAFETY.** The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

When constructing curb ramps at an intersection, the Contractor must provide safe passage to all pedestrians around the area of work at all times. The Contractor must use the latest California MUTCD standards when determining the number of curb ramps that can be constructed at once at the intersection.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the latest California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, because such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a

written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration " of the Standard Specifications. Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall call 811 and pothole as first order of business in order to determine the exact locations of the underground installations prior to any digging.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and
- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the latest *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

The City does not share cost. Contractor bears the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers.

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

Contractor must provide entry and exit routes for residences located on one way streets during construction phase.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT

Bid Item 1 – Mobilization, Bonds & Insurance

Measurement and Payment for “Mobilization, Bonds, and Insurance” will be made in a lump sum and will include all costs associated with insurance, bonds, required permits and fees, shop drawings, mobilization, demobilization, obtaining a staging area, submittals, roadway preparation, project site maintenance, sanitary facilities, protection and restoration of existing improvements; notification of residents, businesses, and agencies; preparation of the Project schedule, the Project phasing, supervision, coordination of concurrent work with other Contractors, meetings, and “As-Built” Plans required to perform the work indicated in the Plans and Specifications.

Price for mobilization will not exceed five percent (5%) of the total bid items, exclusive of the cost for Mobilization.

Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Mobilization will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to seventy-five percent (75%) of the total amount bid for Mobilization.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to ninety percent (90%) of the total amount bid for Mobilization.

Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Mobilization will be included in the estimate for payment.

Bid Item 2 – Traffic Control

Measurement and Payment for “Traffic Control” will be made in a lump sum and will include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all work involved in maintaining and controlling traffic, complete in place, including changeable message signs, as specified in the Standard Specifications and these Special Provisions.

Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Maintaining and Controlling Traffic will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Maintaining and Controlling Traffic paid to seventy-five percent (75%) of the total amount bid for Maintaining and Controlling Traffic.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Maintaining and Controlling Traffic paid to ninety percent (90%) of the total amount bid for Maintaining and Controlling Traffic.
- d. Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Maintaining and Controlling Traffic will be included in the estimate for payment.

Bid Item 3 – Water Pollution Control Program

Measurement and Payment for “Water Pollution Control Program” will be made in a lump sum and will include but not be limited to all costs associated with installation, maintaining, removal of BMPs, and record keeping and reporting as required by the latest regulations. Payment will be made as follows:

- a. Fifty percent (50%) of the total amount bid for Implement BMP Plan and Maintain BMPs will be paid with the first progress payment after at least five percent (5%) of the original contract amount for other items of work has been performed.
- b. When at least ten percent (10%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Implement BMP Plan and Maintain BMPs paid to seventy-five percent (75%) of the total amount bid for Implement BMP Plan and Maintain BMPs.
- c. When at least twenty percent (20%) of the original contract amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Implement BMP Plan and Maintain BMPs paid to ninety percent (90%) of the total amount bid for Implement BMP Plan and Maintain BMPs.

- d. Upon substantial completion, one hundred percent (100%) of the remaining contract price paid for Implement BMP Plan and Maintain BMPs will be included in the estimate for payment.
- e. Owner Project Manager will retain an amount equal to 25% of the estimated value of the contract work performed during estimate periods in that Contractor fails to conform to the provisions in this section, "Water Pollution Control," as determined by Owner Environmental Specialist. Owner Environmental Specialist will inspect the work areas weekly or as required, and the deficient item list will be issued if correction(s) is/are needed. Corrections shall be made within three (3) working days. Once the deficient item is corrected and approved by Owner Environmental Specialist, the withheld money will be released to Contractor.

Bid Item 4 thru 5 – 1/2" HMA (Type A) PG 64-10, 3/8" HMA (Type A) PG 64-10

"1/2" HMA (Type A) PG 64-10" and "3/8" HMA (Type A) PG 64-10" are measured and paid per TON and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing HMA, complete in place, as shown on the Plans, as specified in these Specifications, the Special Provisions, and as directed by Engineer.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.

HMA Overlay Treatments vary in depths from 1.75 inches to 2 inches for all street segments proposed in the project plans. Refer to the construction details in the project plans for exact location and depths of proposed HMA Overlays.

Section 9-1.06B, "Increases of More Than 25 Percent," and Section 9-1.06C, "Decreases of More Than 25 Percent," of the State Standards will not apply to the bid items related to hot mix asphalt (HMA).

Bid Item 6 – Remove & Replace 4" HMA

"Remove & Replace 4" HMA" is measured and paid per SQUARE FOOT and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Remove and Replace, complete in place, including, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer, and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation. All locations shall be performed AFTER wedge grind and or conform grind is performed.

You will receive no additional payment for base failure repair beyond the area marked out by the Engineer due to availability or limitations of your equipment.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 7 and 8 – Remove, Regrade, and Place 6" HMA; HMA Conform

"Remove, Regrade & Place 6" HMA" and "HMA Conform" are measured and paid per SQUARE FOOT and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Remove, Regrade and Place, complete in place, including, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, grading, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer, and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 9 – Remove Existing AC Hardscape Behind Berm

"Remove Existing AC Hardscape Behind Berm" is measured and paid per EACH and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removal and backfill, complete in place, including demolition, removal, off-haul, disposal of all HMA, aggregate, base and/or unsuitable materials, grading, compacting subbase materials, backfilling of native soils, and clean-up as shown on the Plans, as specified in the Standard Specifications, in these Special Provisions, and as directed by Engineer.

Bid Item 10 and 11 – Remove & Replace HMA Dike/Berm (Allowance), Remove & Replace HMA Transition at Driveway

“Remove & Replace HMA Dike/Berm (Allowance)” and “Remove & Replace HMA Transition at Driveway” are measured and paid per LINEAL FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Hot Mix Asphalt”, complete in place, including furnishing, placing and compacting Hot Mix Asphalt (HMA); Job Mix Formula (JMF) and Quality Control Plan (QCP) preparation; production and testing costs for HMA verification, and quality control testing; surface preparation; tack coat; layout; and cleanup, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 12 – 6” Deep Lift Stabilization (Allowance)

“6” Deep Lift Stabilization Allowance” is measured and paid per SQUARE FOOT shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6”) inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 13 thru 17 – Keycut A1 (5ft, 1-3/4”), Keycut A2 (6ft, 1-3/4”), Keycut B1 (15ft, 2-1/4”), Keycut B2 (25ft, 2-1/4”), Keycut B3 (15ft, 2-1/2”)

“Keycut A1 (5ft, 1-3/4”)”, “Keycut A2 (6ft, 1-3/4”)”, “Keycut B1 (15ft, 2-1/4”)”, “Keycut B2 (25ft, 2-1/4”)”, and “Keycut B3 (15ft, 2-1/2”)” are measured and paid per LINEAL FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Cold Planing”, complete in place, including layout; cold plane, removal, off-haul and disposal of asphalt, concrete, paving fabric, aggregate base and native materials; air pollution control; installation, maintenance, removal, and disposal of temporary transitions; removal of asphalt pavement above the top of gutter lips and to the required depths; and clean-up, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer

Bid Item 18 thru 22 – Remove & Replace PCC Sidewalk (4”), Construct PCC Ramping Surface (6”), Remove & Replace/Construct PCC Valley Gutter, Remove & Replace PCC Driveway, Install Detectable Warning Surface

“Remove & Replace PCC Sidewalk (4”)”, “Construct PCC Ramping Surface (6”)”, “Remove & Replace/Construct PCC Valley Gutter”, “Remove & Replace PCC Driveway”, and “Install Detectable Warning Surface” are measured and paid per SQUARE FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place, including walking project sites with Engineer to determine location and limits of concrete repairs; sawcutting, demolition, removal and disposal of sidewalk, driveway, valley gutter, asphalt concrete, aggregate base and native materials; excavation; construction staking; subgrade preparation; furnishing and placing aggregate base, concrete, topsoil and mulch; compaction; dowelling; rebar; wire mesh; score marks; weakened plane joints; expansion joints; reconstructing sidewalk underdrains; resetting utility frames and covers to finish grade; coordination with City and utility companies; furnishing and applying curing compound; installation of cast-in-place detectable warning surfaces; irrigation repairs; restoring existing improvements including sod, mulch, and bricks; protecting in place roadside signs, monuments and utility frames and covers; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 23 thru 26 – Remove & Replace PCC Curb, Remove & Replace PCC Curb & Gutter, Remove & Replace/Construct PCC Retaining Curb, Remove & Replace PCC Transition at Driveway

“Remove & Replace PCC Curb”, “Remove & Replace PCC Curb & Gutter”, “Remove & Replace/Construct PCC Retaining Curb”, and “Remove & Replace PCC Transition at Driveway” are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place including walking project sites with Engineer to determine location and limits of concrete repairs; sawcutting, demolition, removal and disposal of curb & gutter, asphalt concrete, aggregate base and native materials; excavation; construction staking; subgrade preparation; aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; constructing sidewalk underdrains; furnishing and applying curing compound; irrigation repairs; restoring existing improvements including sod, mulch, and bricks; protecting in place roadside signs, monuments and utility frames and covers; and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 27 – Convert Curb Inlet into Grate Inlet

“Convert Curb Inlet into Grate Inlet” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place, including salvaging existing frame and grate; sawcutting; demolition; doweling; rebar, reinforcing, and grout; concrete; furnishing new frame, grate, and bar step; constructing new concrete aprons; steel plate; angle iron; anchor bars; welding; gutter warping; backfill; compaction; installation of standard storm drain markings; and clean-up, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 28 – Remove & Replace 12” RCP

“Remove & Replace 12” RCP” is measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in storm drain facilities, complete in place, protection of existing utilities, sawcutting, demolition, excavation, off haul, disposal, shoring, storm drain pipe, backfill material, compaction, and surface restoration, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 29 – Construct PCC Headwall

“Construct PCC Headwall” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Miscellaneous Concrete”, complete in place including sawcutting, demolition, removal and disposal of existing concrete around drain pipe, asphalt concrete, aggregate base and native materials; excavation; subgrade preparation; aggregate base; compaction; dowelling; rebar; score marks; weakened plane joints; expansion joints; furnishing and applying curing compound; irrigation repairs; restoring existing improvements including mulch, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 30 – Prune & Remove Tree Roots (Under HMA/PCC Repairs)

“Prune & Remove Tree Roots (Under HMA/PCC Repairs)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved as shown on Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by Engineer, including but not limited to locating, severing, and removing roots; supplying, installing, and compacting backfill; and all the miscellaneous work necessary to complete the work for each location of concrete or pavement removal. Prune and Remove Tree Roots and Tree Removal will be measured and paid for by the unit price at each location regardless of the number of roots pruned and removed and the number of trees removed at each location.

Bid Item 31 – Remove Tree & Root Ball

“Remove Tree & Root Ball” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Root Protection, Root Pruning, and Tree Removal”, complete in place, including coordination with City and Arborist; stump gridding and removal; root ball removal and backfilling resulting voids; and clean up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 32 – Survey Monument Research

“Survey Monument Research” is measured and paid per LUMP SUM and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including all necessary research, preparing and submitting for review the list of all existing survey monuments within the limits of work, and performing the field visit and ascertaining the type of monument, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 33 – Survey Monument Preservation

“Survey Monument Preservation” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Preserving Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre-construction corner records, paying for all costs associated with filing and recording corner records with the County, and performing post construction field review to determine if monuments have been disturbed, as shown on the plans, as specified in the Standard Specifications and in these special provisions,

and as directed by the Engineer.

Bid Item 34 – Reset Brass Pin Survey Marker

“Reset Brass Pin Survey Marker” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre and post-construction corner records, paying for all costs associated with filing and recording corner records with the County, and replacement of survey marker, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 35 – Reset City Vertical Benchmark

“Reset City Vertical Benchmark” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including replacement of vertical benchmark, recording and providing City with tabulated list of revised field conditions of benchmarks, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Bid Item 36 – Locate Buried Monument (Allowance)

“Locate Buried Monument (Allowance)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in locating and uncovering buried monumentation. Preparing and submitting for review the list of all existing survey monuments within the limits of work, performing the field visit and ascertaining the type of monument, and filing pre-construction corner records only shall be paid for under the bid item for “Survey Monument Research”, “Survey Monument Perpetuation”, and “Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)”.

The estimated quantities shown in the bid schedule for “Locate Buried Monument (Allowance)” serve as a placeholder and can be revoked if there are no buried monuments identified within the project limits.

Bid Item 37 – Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)

“Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Perpetuating Survey Monumentation, including referencing the location of existing monuments with sufficient control points, filing pre and post-construction corner records, paying for all costs associated with filing and recording corner records with the County, and replacement of survey marker, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The estimated quantities shown in the bid schedule for “Replace Iron Pipe or Railroad Spike Monument w/Street Survey Monument (Allowance)” serve as a placeholder and can be revoked if there are no buried monuments identified within the project limits.

Bid Item 38 Repair Existing Sanitary Sewer Line Break

“Repair Existing Sanitary Sewer Line Break” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Repair Sanitary Sewer Pipe”, including but not limited to potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new or existing manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including asphalt paving, concrete paving, driveway, striping, landscaping and all incidentals, as specified in the Standard Specifications and in these special provisions, City of Seaside Standard Details, and as directed by the Engineer.

Bid Item 39 thru 50 – Lower Gas Valve Cover, Lower Sanitary Sewer Manhole Cover to Finish Grade, Lower Sewer Cleanout Cover, Lower Storm Drain Manhole Cover, Lower Survey Monument Cover, Lower Water Valve Cover, Adjust Gas Valve Cover To Finish Grade, Adjust Sanitary Sewer Manhole Cover to Finish Grade, Adjust Sewer Cleanout Cover to Finish Grade, Adjust Storm Drain Manhole Cover to Finish Grade, Adjust Survey Monument Cover to Finish Grade, Adjust Water Valve Cover to Finish Grade

"Lower Gas Valve Cover", "Lower Sanitary Sewer Manhole Cover to Finish Grade", "Lower Sewer Cleanout Cover", "Lower Storm Drain Manhole Cover", "Lower Survey Monument Cover", "Lower Water Valve Cover", "Adjust Gas Valve Cover To Finish Grade", "Adjust Sanitary Sewer Manhole Cover to Finish Grade", "Adjust Sewer Cleanout Cover to Finish Grade", "Adjust Storm Drain Manhole Cover to Finish Grade", "Adjust Survey Monument Cover to Finish Grade", and "Adjust Water Valve Cover to Finish Grade" are measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in "Lowering and Adjusting Existing Utility Facilities to Grade", complete in place, including coordination with facility owners; salvaging and installing salvaged frames and covers; placing, maintaining, and removing HMA in lowered utility depressions; protection of survey monument disks; furnishing and installing concrete, mortar, felt paper, metal cone or chipboard, and HMA; installation and removal of temporary manhole false bottoms; and clean up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Cost of raising valves in slip cans with no existing concrete collar will be included in the cost of the paving operation and no additional compensation will be allowed, therefor. Such payment will be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 51 – Install Blue RPM at Fire Hydrant

"Install Blue RPM at Fire Hydrant" is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings and Raised Pavement Markers", complete in place, including removal of raised pavement markers from pavement and concrete facilities; legal disposal of markers; temporary painted traffic striping and tab markers; referencing and tying-off existing striping; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed striping elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 52 thru 55 – 12" White Crosswalk/Limit Line (Thermo), 12" Yellow Crosswalk/Limit Line (Thermo), Striping Detail #2 (Thermo), Striping Detail #22 (Thermo & Markers)

"12" White Crosswalk/Limit Line (Thermo)", "12" Yellow Crosswalk/Limit Line (Thermo)", "Striping Detail #2 (Thermo)", and "Striping Detail #22 (Thermo & Markers)" are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of thermoplastic and raised pavement markers from pavement and concrete facilities; legal disposal of thermoplastic and markers; temporary painted traffic striping and tab markers; referencing and tying-off existing striping; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed striping elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Measurement of White/Yellow Continental Crosswalks will be based on the length of individual 12" White/Yellow Crosswalk Lines.

Bid Item 56 thru 57 – Pavement Marking "AHEAD", Pavement Marking "STOP"

"Pavement Marking "AHEAD"", and "Pavement Marking "STOP"" are measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of thermoplastic markings from pavement and concrete facilities; legal disposal of thermoplastic; temporary painted markings; referencing and tying-off existing markings; layout and cat-tracking; coordination with the City's Traffic Engineer; removal and blacking-out conflicting and exposed marking elements; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 58 thru 60 – Blue Curb Paint, Red Curb Paint, Yellow Curb Paint

"Blue Curb Paint", "Red Curb Paint", and "Yellow Curb Paint" are measured and paid per LINEAR FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in "Traffic Striping, Markings, and Raised Pavement Markers", complete in place, including removal of curb paint, double application of curb paint; coordination with the City's Engineer; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Curb Paint will be measured along the top of curb.

Bid Item 61 – House Stencil

“House Stencil” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in “Traffic Striping, Markings, and Raised Pavement Markers”, complete in place, including removal of curb paint and stencil, double application of curb paint for stencil; coordination with the City's Engineer; clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Bid Item 62 – Relocate Road Sign and Post

“Relocate Road Sign and Post” is measured and paid per EACH and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in signage, including post, foundation, panel, hardware, and related incidental work, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

SPECIAL PROVISIONS VOLUME II – TECHNICAL SPECIFICATIONS

10.01 SCOPE OF WORK

Scope of Work to be performed consists of Contractor furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the Project, complete in place in accordance with the Plans, Specifications, and Contract Documents, and subject to the terms and conditions of the Agreement.

Technical Provisions for this contract shall be in conformance with the State of California Department of Transportation (2018 Edition) Standard Specifications (Caltrans), City of Seaside (herein referred to as Owner) Standard Drawings, these Special Provisions, and the Plans and Typical Sections., except as amended and or superseded by the following sections.

Work to be performed includes but is not limited to, furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the reconstruction or repair of Owner's streets at various locations throughout the Project limits. See the Plans and Details for a more detailed description of the location of the various sites. Work includes:

Furnishing all labor, materials, tools, and equipment necessary for placement of Hot Mix Asphalt (HMA) pavement materials such as pavement overlay and mill and fill; treating, removal, and disposal of the roadway section; replacement and compaction of subsurface material; setup and maintenance of traffic control systems; preservation and perpetuation of survey monumentation; construction of Portland Cement Concrete (PCC) curb ramps, curbs & gutters, placement of crushed aggregate base and HMA pavement; pruning and removal of tree roots; lowering and adjustment of utilities; trenching, sewer main line repairs, replacement of traffic striping and markings, curb paint and address stencils; and clean-up of the project area; and other related work as necessary to provide a complete project; all in accordance with the Standard Specifications, General Provisions, Plans, and these Special Provisions.

Contractor shall provide safe and adequate pedestrian access at all times. Vehicular movement at and around all work sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary) shall be furnished and utilized by Contractor to ensure safety and public access to businesses and residences at all times.

10.02 EMERGENCY INFORMATION

Names, addresses, and telephone numbers of Contractor and Subcontractor shall be filed with Owner and the Seaside Police and Fire Departments on the day of the Pre-Construction Meeting.

10.03 UTILITY COMPANY INFORMATION

Contractor shall lower and adjust facilities except for facilities owned by Southern California Edison. Contractor shall check for known and unknown utilities in advance with

each utility company. Contractor shall be responsible for coordinating the timing for the lowering and adjusting facilities with the utility companies.

Contractor shall contact Jorge Soto at (831) 710-3885 for coordination with Comcast. For utilities of California American Water Company (Cal Am) exclusive of Yosemite Street and Lincoln Street, please contact David Pezzini at (831) 521-6367 a minimum of five (5) prior to the start of any work involving Cal Am's facilities for coordination.

For utilities of Pacific Gas & Electric Company (PG&E), please contact Jose Saldana at (831) 682-7670 at least two (2) weeks prior to the commencement of work to schedule a Field Representative. No work is authorized without the Field Representative present.

10.03-1 UNDERGROUND SERVICE ALERT (USA)

Contractor shall notify Underground Service Alert (USA) three (3) business days in advance of any excavation by dialing (800) 227-2600 or 811 or online at <https://call811.com/>. All existing facilities in conflict with the proposed improvements shall be relocated by Contractor, or as directed by Owner Representative (herein referred to as Engineer).

All existing facilities in conflict with the proposed improvements shall be relocated by Contractor or as directed by Engineer.

It is not the intent of the Plans to show the exact locations of existing underground utilities or structures, and Owner assumes no responsibility, therefor. Whenever any such utilities are indicated thereon, Contractor shall be responsible for verifying their actual location and depth in the field by potholing if necessary. Contractor shall be responsible for any damage to utilities shown on the Plans, located by Underground Service Alert, or as specified herein, as a result of their operations.

Contractor shall not be entitled to any right-of-way delays associated with the relocation or repair of utilities and other facilities. It shall be the responsibility of Contractor to cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

10.04 ORDER OF THE WORK

Contractor is responsible for coordinating with Owner Project Manager, Leslie Llantero, at (831) 899-6832.

Contractor shall commence work per Construction Schedule and Commencement of Work. Contractor shall begin work promptly, as stated in the General Provisions, and shall not suspend work or abandon the work site until the work is complete.

All tree root removals on a particular street must be constructed and accepted by Owner prior to the construction of the roadwork.

Contractor shall coordinate with adjacent property owners/tenants in order to schedule demolition/construction activities in order to minimize impacts to residents and/or business operation.

Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.

Various items of concrete construction shall be installed or replaced shortly after demolition and removal has begun. In no case shall removal take place unless Contractor can complete installation and replacement within the following time period:

Sidewalk and access ramps shall be replaced no later than the third (3rd) working day after demolition or removal,

Backfill and paving conform work shall be installed immediately upon completion of concrete placement.

Sidewalks on both sides of a street shall not be closed or removed simultaneously.

Contractor shall schedule the cold planing work such that the pavement leveling course or base course can be completed immediately after milling (keycuts) and base failures (digouts) are complete.

Milled pavement surfaces shall be paved back with the asphalt surface course within five (5) days after milling and base repairs have been completed. At no time shall a milled pavement surface be opened to traffic.

Contractor shall coordinate with Owner's trash pickup provider(s) for the trash pickup schedule.

Failure to complete such work within the time period and/or conditions stated shall be a reasonable basis for Engineer to stop all other items of construction until such work is completed.

10.05 REQUIREMENTS OF WORK

All work shall be coordinated with the Traffic Control and Maintenance Plan, Project Schedule, Contract Period, Submittals, and all other requirements of these Contract Documents.

All movements at intersections must be maintained. Contractor shall maintain a minimum of one lane, not less than twelve (12) feet wide, in each direction of travel at all times. No lanes shall be closed **prior to 8:00 a.m., and all lanes must be opened by 4:30 p.m.**

A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the Project, regardless of owner. Use of excessively loud warning signals shall be avoided except in those cases required for protection of personnel. Use of generators or other mechanical devices is not permitted between the **hours of 4:30 p.m. and 8:30 a.m.** unless approved by Engineer.

Contractor shall coordinate, perform, and construct roadway work such that the restoration work on a street is completed prior to a weekend and/or Owner designated legal holiday so the street and pedestrian access are fully restored and available for public use.

Once started, Contractor shall continuously work on the Project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to and approved by Owner at least seventy-two (72) hours in advance. Such notification of work suspension shall include the exact date when work shall be suspended and the date when work shall resume.

Failure to notify and obtain the approval of Owner of work suspension will subject Contractor to a \$400 per working day inspection charge for each day work is suspended without the required notification and approval.

No work suspension due to material and/or equipment issues will be allowed.

Non-Working Foreman or General Contractor (herein referred to as Contractor Representative) with qualifications for the scope of work shall be on site or available for any decision-making during the duration of construction. Contractor shall not assign unqualified field personnel to be Contractor Representative. Contractor Representative shall be on site, at all times and in coordination with Subcontractors. Contractor Representative and all working foremen and non-working foremen shall be required to attend the mandatory Pre-Construction Meeting.

Owner may at any time request a more experienced or qualified representative, superintendent, foreman, and/or operator when work performance is not being met for a certain skill.

Contractor shall keep the work site clean, control dust and air pollution from construction operations, and provide sanitation for workers. Broken concrete and debris developed during demolition, clearing and grubbing shall be disposed of concurrently with its removal.

Weeds, trash, and debris shall be removed from the work site regularly and when directed by Engineer. All stickers, paint, and other forms of graffiti within the work limits shall be removed. Contractor shall submit method of removal to Engineer for approval prior to abatement.

10.06 MOBILIZATION, BONDS, AND INSURANCE

10.06-1 GENERAL

10.06-1A Summary

Mobilization includes preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the work site, for work on the Project, and for all other work and operations that shall be performed, or costs incurred prior to beginning work on the various items on the work site.

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities accessible to the work site for the duration of the Project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by Owner.

It is the responsibility of Contractor to locate and secure staging area(s) for setup, construction laydown areas, or the like, and shall be an appropriate area for mixing and

storing materials and equipment. Staging area(s) shall meet all requirements described in Section 13-4, "Job Site Management," of the Standard Specifications, and shall not exceed one acre of disturbed-soil area combined. All equipment shall be removed from the temporary staging area within three (3) working days after completion of the work unless approved by Owner.

Staging area may not be located on Owner's property. Temporary utility controls shall be arranged solely by Contractor. It is Contractor's responsibility to inspect the work site to determine its suitability for operations to execute the Contract. Contractor is required to obtain and show proof of all permits required by the State and/or local agencies for the use of the staging area.

Owner is not responsible for providing Staging Area.

10.06-1B Special Instructions for Haul Routes

All Haul Routes for the work shall be submitted to Owner for approval.

Contractor shall be responsible for developing specific detailed Traffic Control and Maintenance Plans for these circumstances.

10.06-2 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.07 TRAFFIC CONTROL

10.07-1 GENERAL

10.07-1A Summary

All traffic control shall be provided by the Contractor.

Work to be performed under this section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to maintain and control all pedestrian and vehicular traffic through the work site. In addition, this work shall include all work as outlined in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Traffic control shall conform to the latest edition of "California Manual on Uniform Traffic Control Devices" issued by Caltrans, or State Standard Plan T13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways."

Contractor shall have at the work site a copy of the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition, and shall comply with its provisions.

The Contractor shall fulfill the requirements of this section, twenty-four (24) hours per day, seven (7) days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer.

Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.04, "Public Safety."

Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall bear full responsibility for maintaining traffic control during the construction period.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

Where work reduces street width, the Contractor shall provide flaggers to guide traffic. Flaggers and all personnel working near traffic shall wear CAL OSHA-approved safety clothing and equipment. Flaggers shall guide traffic with an appropriate stop/slow sign.

At no time shall any roadway that is to be repaired as part of this project be completely closed to traffic, pedestrian or vehicular, unless approved by Owner. If the closing or opening (either partial or full) of a street within the Project limits is approved by Engineer, Contractor shall notify Engineer assigned to the Project and local authorities at least three (3) working days prior to the scheduled closing or opening.

Conflicting existing pavement markings shall be removed by sandblasting. Conflicting raised pavement markers shall also be removed. Removal of conflicting markings and markers shall be performed at no additional cost to Owner.

Temporary traffic markings shall be spaced at a maximum of twenty-four (24) feet apart.

All traffic signs shall be reflectorized and shall conform to Owner's specifications. Installation shall conform to the Standard Plans and CA MUTCD.

10.07-1B Property Access

Property access shall be maintained to all residents and businesses at all times unless otherwise approved by the City. Upon approval by the City, access to certain properties may be temporarily closed if the resident and/or property owner agrees to the closure.

10.07-1C Lane Closures

At no time shall any roadway that is to be repaired as part of this project be completely closed to traffic, pedestrian or vehicular, unless approved by Owner. The Contractor shall maintain a minimum of one (1) lane of traffic open at all times in accordance with the hours of work specified in Section 10.05 REQUIREMENTS OF WORK. The minimum

width of a traffic lane shall be ten (10) feet. Flashing Arrow Boards shall be required for all lane closures. Lane closures are restricted to between the hours of 9:00 a.m. and 3:30 p.m.

10.07-1D Traffic Control and Maintenance Plan

Two (2) Weeks prior to the Pre-Construction Meeting, Contractor shall submit to Engineer for review a detailed Traffic Control and Maintenance Plan for the various affected work sites or streets. Traffic Control and Maintenance Plans shall be in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications. **No work may commence in any area until the Traffic Control and Maintenance Plan has been approved by Owner Traffic Engineer.**

Soft closures shall be avoided at all costs.

Road detours shall be the sole responsibility of Contractor for all work, including that of Subcontractors.

Crew assigned for traffic control shall only be on traffic control duty and cannot perform other types of work. Contractor shall provide a third-party company for traffic control support, at no additional cost, if Owner Project Manager deems the requirements of the approved Traffic Control Plan and/or Owner are not being met.

10.07-1E Construction Signing

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, temporary guide markers, and barricades. Construction signing shall meet the requirements set forth in the CA MUTCD, the latest edition, and these Special Provisions.

Flagmen shall be required to direct traffic during construction. In addition, after bituminous materials are applied, pilot cars may be required, as directed by Engineer, to control traffic to a speed below twenty (20) mph to ensure traffic safety.

10.07-1F Traffic Maintenance

Contractor shall be responsible for the safety of vehicular and pedestrian traffic in accordance with these Special Provisions. Vehicular traffic shall be maintained at all times to all businesses and residences.

Contractor shall provide a knowledgeable, full-time, on site individual (herein referred to as Truck Boss), whose sole task is controlling construction truck traffic during paving and grinding operations. Truck Boss shall ensure that trucks do not enter the work area until the proper time, as required by the paving and grinding crew. Furthermore, Truck Boss shall report the presence of any tracked material from the work area to Engineer for immediate cleanup by Contractor.

Contractor shall notify Engineer of their intention to begin work at least three (3) working days before starting any work at each street location and before each phase of work is to be done. Contractor shall cooperate with Engineer relative to handling traffic through the areas and shall make arrangements relative to keeping the working area clear of parked vehicles and clear access to driveways. **For towing vehicles parked within**

construction no parking zones, Contractor shall contact Owner Parking Enforcement Supervisor, Miguel Montes, at (831) 899-6743.

At intersections, if a cross street needs to be temporarily closed when work is in progress through the intersection, and the anticipated traffic delay is more than five (5) minutes, a detour shall be installed and shall include the installation of advance signing, displaying the anticipated delay time. Detour and signing will be reviewed and approved by Engineer prior to the work being done.

Contractor's equipment and personal vehicles of Contractor's employees shall not be parked on the traveled way nor on any street where traffic is restricted at any time. If construction equipment is parked in the parking lanes overnight, barricades and other suitable warning devices shall be required. Overnight storage of equipment on any Owner's streets must be approved by Owner prior to the end of the shift.

10.07-1G Day Work

Contractor shall coordinate working hours with Engineer. Working lane widths shall be approved by Owner. Striping and other low-noise activities may be allowed during night work. Working hours are subject to change depending on the impact on the general public and coordination with adjacent projects. Day work hours of paving operation shall be from 8:30 a.m. to 4:30 p.m. Contractor shall only grind and place temporary striping that can be completed and to traffic by 4:30 p.m. No exposed milled surfaces shall be open to traffic at any time. Flagmen shall be provided continuously at affected intersections as well as at the beginning and end of restricted traffic control areas. All flagmen and foremen shall be in radio contact with each other to coordinate work and provide a safe work zone.

10.07-1H Night Work

Night Work will not be allowed.

10.07-1I Special Instructions for School Zones

Contractor shall make every effort to complete work within school zones during breaks in the school schedule when classes are not in session. This includes any work within 1,000 feet of a school, roadways leading directly to a school, or streets having a school.

Contractor shall notify school districts and coordinate work so as to maximize safety and minimize inconvenience. This includes any work within one thousand (1,000) feet of a school, roadways leading directly to a school, or streets having a school. If possible, such work shall be scheduled after school is released for a summer session. Work in school zones shall be prohibited from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m. on weekdays when school is in session. Work is also prohibited in school zones during the first week of school.

Contractor shall coordinate with the following school districts at least forty-eight (48) hours prior to the scheduled closing or opening of streets.

Monterey Peninsula School District, (831) 392-3456

Child Development Center (831) 392-3456

10.07-1J Special Instructions for Bus Routes

Contractor shall notify the Monterey Salinas Transit at least one (1) week prior to the scheduled closing or opening of streets or impact to any bus stops.

10.07-1K PORTABLE DELINEATORS

Portable delineators shall be either cones or tubular markers, and shall comply with Subsection 12-3.04, "Portable Delineators," of the Standard Specifications.

Delineators to be used at night or in low-light conditions shall be reflectorized. Minimum height of either cones or tubular markers shall be thirty-seven (37) inches above the road surface.

All portable delineators shall comply with the current version of the Caltrans Traffic Manual.

Portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed fifty (50) feet on tangents or twenty-five (25) feet on curves.

10.07-1L RESTRICTIONS ON CLOSURE OF TRAFFIC LANES

All streets shall be open for use by public traffic on Saturday, Sunday, any day designated by Owner as a legal holiday, on the day preceding a designated legal holiday, after 3 p.m. on Fridays, and when construction operations are not actively in progress on working days. During daily construction operations, there may be certain a.m. and p.m. peak traffic hours that may require Contractor to alter and/or modify the construction schedule to complete the work so as to have the least impact on public convenience, if determined by Engineer.

Contractor Representative shall ensure that the public does not drive into road closure areas.

10.07-2 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.08 WATER POLLUTION CONTROL

10.08-1 GENERAL

10.08-1A Summary

"Water Pollution Control Plan" shall conform to Section 13-2, "Water Pollution Control Program" of the Standard Specifications. Work shall include all labor, materials, equipment, submittals and testing necessary to comply with the Standard Specifications.

The Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes as apply to the project and the executing of the work performed pursuant to the Contract.

The Contractor shall implement construction site best management practices for the control of non-storm water and point discharges, erosion and sediment control.

A Water Pollution Control Plan (WPCP) shall be required for the project. The WPCP shall:

1. Show the locations and types of water pollution control practices that will be used for stormwater and non-stormwater in areas outside the job site but related to work activities, including staging areas, storage yards, and access roads.
2. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase.

The Contractor shall be required to implement temporary construction site best management practices (BMP's) in accordance with the *Construction Site Best Management Practices (BMP) Manual* and *BMP Field Manual and Troubleshooting Guide* issued by the State of California, Department of Transportation. Construction site BMP documents can be found at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>. The temporary construction site best management practices required for this Contract shall include, but are not limited to:

1. Stockpile Management: Implement BMP's, as appropriate, for soil stabilization and sediment control as applicable to stockpile of various materials.
2. Mobile Operations: Implement BMP's, as appropriate, for the control of equipment fueling and maintenance, concrete mixing and wash out, hauling and storage of materials. BMP's shall control the specific situations that mobile operations can create.
3. Wind Erosion Controls: Implement BMP's, as appropriate, for all disturbed soils on the project site that are subject to wind erosion when wind and dry conditions exist.
4. Tracking Controls: Implement BMP's, as appropriate, for the control of sediments and debris from the collection system.
5. Non-Storm Water and Waste Management and Materials Pollution Controls: Implement BMP's, as appropriate, to control the discharge of materials other than storm water to the storm water collection system.

10.08-1B Submittals

The Contractor shall submit one (1) electronic copy of the WPCP a minimum of 10 working days prior to beginning construction. Construction shall not begin until the WPCP is approved.

10.08-2 CONSTRUCTION

10.08-2A General

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

10.08-2B Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the WPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans, the protection system shall have a minimum of three (3) features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A pre-filter for the particulate filter, and
3. On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

10.08-2C Material Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

10.08-2D System Inspection and Maintenance

To ensure the proper implementation and functioning of BMPs, the Contractor shall regularly inspect and maintain the construction site for the BMPs identified in the BMP Plan. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any BMPs that have been discontinued. All repair and correction shall begin within 72-hours of notice or before the next storm forecasted with 50% or greater chance whichever is sooner.

Inspections of the construction site shall be conducted by the Contractor to evaluate BMPs, as follows:

1. Within 48-hours of a NOAA forecasted storm event of 50% or more.
2. Weekly
3. Every 24-hours during an on-going storm.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than 72-hours after notice or before the next storm forecasted with 50% or greater chance whichever is sooner. The correction of deficiencies shall be at no additional cost to the City.

The Contractor shall provide a monitoring log of each inspection.

10.08-2E Non-Storm Spills or Pollution

The WPCP shall address practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

10.08-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.09 EXISTING FACILITIES

T.S.1-9.1 GENERAL

10.09-1A Summary

Existing Facilities shall conform to Section 5-1.36, "Property and Facility Preservation," Section 5-1.36C, "Nonhighway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these Technical Specifications.

10.09-1B Obstructions

The Contractor's attention is directed to the existence of certain underground facilities which may require that special precautions be taken by the Contractor to protect the health, safety and welfare of workmen 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 either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively ground metal shields or sheaths; and underground electrical conductors with potential to ground more than 300 volts. The Contractor shall notify the Engineer at least forty-eight (48) hours prior to performing any work in the vicinity of such facilities.

The Contractor shall call USA at 811 to mark the locations of all underground utilities at least seventy-two (72) hours before the intended start of excavation. The Contractor shall remove all project USA markings, Engineer markings, and Survey markings, prior to project completion.

Any damage to any utility due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. Contractor shall use extra caution prior to excavating where utility lateral locations are not known and shall repair property damage caused by damage to any utility.

10.09-1C Delays

The Contractor shall receive no additional compensation for delays or inconvenience caused by utility relocations and/or adjustments. The delay caused by these relocations and/or adjustments shall not count towards the Contractor's "working days."

10.09-1D Survey Monuments

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or bench marks without consent of the Engineer. The Contractor shall bear the expense of replacing any monument or benchmark that may be disturbed without permission. Replacement shall be done only with the direction of and in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or bench mark not shown on the plans for the work, they shall promptly notify the Engineer in writing so that the monument or bench mark may be referenced accordingly, properly referenced, preserved, and/or restored.

10.09-1E Protect Existing Facilities to Remain

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall immediately repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations at his/her sole expense and to the satisfaction of the City representative. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. The Contractor shall immediately notify the appropriate owner of the improvement or facility and the City representative of any damage as a result of his/her operations to existing improvements or facilities. If the improvement belongs to a private residence and the property owner or occupant is not at home, such notification shall be attached to the front door of the property.

10.09-1F Removals

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, and driveway at the locations shown on the Plans. When curb and gutter and/or roadway pavement 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.

Existing concrete to be removed shall be sawcut at the nearest joint or score line, unless otherwise directed by the Engineer. 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.

The Contractor shall remove thermoplastic stripes and legends within the limits of work shown on the Plans. All materials removed shall be disposed of in accordance with Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

The Contractor's attention is directed to the State Health and Safety and CAL-OSHA regulations and requirements regarding the removal, handling and disposal of yellow thermoplastic and painted traffic striping and pavement markings. The Contractor is responsible for any additional requirements necessary to comply with the regulations.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall 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.

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.

10.09-1G Restore Existing Irrigation System And Landscaping

Any irrigation system and/or landscaping damaged during the installation of curb, gutter, sidewalk and curb ramps shall be replaced in kind by the Contractor.

The Contractor's attention is directed to the existence of private irrigation facilities not shown on the Plans. It is anticipated that some of these facilities will be in conflict with the proposed improvements or may be damaged during construction.

Existing turf may be carefully removed and restored following site grading. Turf may be replaced as long as new sod is of the same species as the existing. Contractor shall submit a sample to the Engineer for approval prior to installation.

The irrigation system in conflict with the new sidewalk and curb ramps shall be repaired and/or relocated to clear the new sidewalk and curb ramp construction. The Contractor shall coordinate replacement/relocation of the irrigation system with the property owners before and after construction of new sidewalks and curb ramps. The Contractor shall remain responsible for irrigating the landscape area until the irrigation system is fully functional. Contractor shall arrange with property owners to confirm all damaged irrigation system is repaired and fully functional. Irrigation and/or sprinklers damaged by the contractor's construction activity shall be restored within 5 days.

10.10 TRIMMING, CLEARING, AND GRUBBING

10.10-1 General

Work shall conform to Section 17-2, "Clearing and Grubbing," of the Standard Specifications and shall consist of removal and disposal of all objectionable material from the work site, including existing weeds, brush, shrubs, trees, stumps, concrete, masonry, other unsuitable material, and obstructions interfering with the new construction. Limits of work shall be of sufficient area and depth to complete the work as shown on the Plans.

Trimming, clearing, and grubbing shall be performed in advance of any other grading or construction operations. Area to be cleared and grubbed shall be within the Project area. Contractor shall not store or permit debris to accumulate on site. If Contractor fails to remove excess debris promptly, Owner reserves the right to cause removal at Contractor's expense.

Residue from cutting operations will not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface concurrent with the cutting operations.

10.10-2 MEASUREMENT AND PAYMENT

Full compensation for Trimming, Clearing, and Grubbing shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

10.11 NOTIFICATIONS

10.11-1 GENERAL

10.11-1A Summary

Contractor shall notify Owner not less than two (2) weeks prior to the start of the Project. Contractor shall be responsible for all notifications, including any and all Subcontractor's work.

Closing or opening (either partial or full) of a street or alley within the Project limits will be approved by Engineer. Notices shall be posted pursuant to California Vehicle Code, Article 1, Section 22651 at least seventy-two (72) hours prior to construction by Contractor. Notices shall include the following information:

- A. "TOW AWAY – NO PARKING"
- B. SPECIFIC DATES AND TIMES OF CONSTRUCTION
- C. "VEHICLES FOUND IN VIOLATION WILL BE TOWED"
- D. "C.V.C. 22651 (L)"
- E. CONTRACTOR'S NAME AND CONTACT PHONE NUMBER

First and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area. Signs shall be placed in sixty (60) feet

intervals. The font size of the dates and times shall be at least three (3) times the font size of all other information on the sign.

Failure to comply with notification requirements will prevent Owner from towing vehicles parked in the proposed work area. Owner will not incur any additional costs due to vehicle removal or delays resulting from vehicles remaining in the project area.

Contractor shall notify the following Departments at least twenty-four (24) hours prior to the schedule closing or opening:

Seaside Public Works	(831) 899-6841
Seaside County Sanitation Department	(831) 899-6841
Seaside Police Department	(831) 899-6863
Seaside Fire Department	(831) 899-6790
U.S. Post Office	(831) 394-6329
Monterey Salinas Transit	(888) 678-2871
Green Waster	(831) 920-6707

Four (4) separate notifications shall be **hand-delivered** a minimum of seventy-two (72) hours prior to the beginning of any work affecting traffic. Notifications shall include language informing residents of the damaging effects of power steering movements to fresh slurry seal. Copies of submittals shall be given to the City's Public Works Director for review and approval. Notifications shall be in written in English and Spanish.

The Contractor shall notify local trash and recycling company (Greenwaste) to coordinate pick-up schedules.

The Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using "door knob" type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and 48-hour window of "no landscape irrigation" prior to work. Contractor shall submit a sample notice for review and approval by the City five (5) calendar days prior to distribution.

Ten (10) calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two (2) working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five (5) calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

Contractor must notify Owner Landscape Maintenance Districts (LMD) for valve shutoff seventy-two (72) hours in advance, otherwise, Contractor shall pay for emergency shut-off. Valves to be shut off in phases approved by LMD.

10.11-1B Project Funding Sign

The Contractor shall furnish and install Project Funding Signs that inform the community of the work and funding source. A minimum of two (2) project finding signs shall be installed at each project location/street. Exact locations for placing the signs will be determined by the Engineer. The signs shall be installed a minimum of two (2) weeks prior to start of paving activities. The sign shall be constructed per the requirements of the Caltrans Division of Traffic Operations.

SB-1 funding sign shall be C48(CA) and shall be 48” x 30” (4ft x 2.5 ft), 1/3rd size. Refer to Caltrans website <http://www.dot.ca.gov/trafficops/tcd/pfi.html> for SB-1 sign specifications. Signs shall be installed in accordance with Section 6F.109(CA) of CA MUTCD.

The signs shall be made by a professional sign painter, approved in advance by the Engineer. The signs will be installed prior to construction and maintained in place for the duration of the project by the Contractor. Signs shall be repaired or replaced at no cost to the City, if damaged or stolen.

10.11-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the Mobilization, and no additional compensation will be allowed, therefor.

10.12 CONSTRUCTION SURVEYS

10.12-1 GENERAL

Contractor shall be responsible for hiring a licensed land surveyor to provide all surveys to control the lines, elevations, and dimensions of the work in conformance with the Plans. Any deviation from the lines, elevations, and dimensions shown on the Plans must receive prior approval from Engineer. Where new construction connects to existing facilities, Contractor shall check and establish the exact location prior to construction of the facility.

All stakes or marks shall be provided by Contractor as necessary to establish the lines and grades required for the completion of the work specified in the Standard Specifications, on the Plans, and in these Special Provisions.

Contractor shall be responsible for the accuracy of their own layout work and shall be responsible and liable for the preservation of all established lines, grades, and layout points. Stakes damaged or destroyed by the public or operations of Contractor shall be replaced at Contractor's expense.

Preservation and protection of survey monuments and markers encountered along the line of the work shall conform to the following: Contractor shall notify Engineer in writing of monuments that will be encountered and shall not remove or damage said monuments. If a monument is determined by Engineer to have been damaged during the course work by Contractor, notification is not made as provided above, or markers are removed that are not in conflict with construction, Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of Survey monuments and boxes shall be as set forth under Section 8771 of the California Business and Professions Code.

Prior to the start of work, Contractor shall notify Engineer of monuments encountered within the limits of the excavation identified in the field and as shown on the Plans. If monuments need to be replaced as a result of Contractor's activities to complete contract work, the replacement of the monument will be paid for within the original items of contract work, and no additional compensation will be allowed, therefor.

10.12-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed, therefor.

10.13 PRESERVING & PERPETUATING SURVEY MONUMENTATION

10.13-1 GENERAL

This work shall consist of complying with California Business and Professions Code, Chapter 15, Section 8771. To comply with this Section, the Contractor shall engage the services of a Licensed Land Surveyor.

10.13-2 CONSTRUCTION

The number and character of the survey monuments shown in the bidding documents are approximate only. They serve to provide bid pricing comparisons and the number may be increased, reduced, or eliminated entirely as needed and shall not constitute a basis for claim by the Contractor for extra payments or damages.

This location of the monuments shown on the plans shall be reviewed by the Contractor's licensed land surveyor for completeness. The surveyor shall prepare a list of all existing survey monuments within the limits of work, which shall include street name, monument type as shown on record maps, copy of record map book and page, and approximate location. This list shall be provided to the City for review and approval prior to the pre-

construction meeting. After the City approves the monument list, the Contractor shall perform a field visit and ascertain for each monument, the type of monument from the table below:

Type	Nomenclature	Description / Definition
A	Street Survey Monument	Readily found on the surface of the existing roadway with frame and cover
B	Non Standard Survey Monument	A monument on the surface of the existing roadway without a frame and cover such as and iron pipe monument, nail and shiner, etc.
C	Street Survey Monument; "Not Found"	A monument of record (standard monument of iron pipe monument) non readily found on the existing roadway surface typically due to earlier overlay work. Further surveyor investigation required to determine whether they existing or have been previously destroyed

The final list of monuments shall be submitted to the City for approval. Following approval of the final list and classification of monument type, the Contractor's Licensed Land Surveyor, in coordination with the Contractor, shall make every effort to find all previously "Not Found" monuments, using GPS navigation to points on the record maps, metal detector use, and direct measurements from Found monuments. If the surveyor determines the previously "Not Found" monument has potential to be located and should be recovered, the Licensed Land Surveyor shall notify the City and Contractor. Upon approval by the City, Contractor shall furnish the labor, equipment, and traffic control to carefully expose the survey monument under the supervisions of the Licensed Land Surveyor to:

1. Ensure the monument is not disturbed, and
2. Immediately reference it as above

The Contractor's Surveyor shall field reference **only the monuments that will be affected by the Contractor's operation (i.e., where survey monument covers are to be lowered prior to cold planing, adjusted to finished grade after paving, where Non-Standard Survey Monuments need to be replaced with Standard Street Survey Monuments, monumentation within limits of concrete replacement, and all "Not Found" monuments)** and file timely Pre-Construction Corner Records with the County Surveyor. Surveyor shall reference the location of existing monuments with sufficient control points to locate after final paving operations are completed. Prior to construction, the Contractor shall submit an updated list of survey monument identifying all monuments that were attempted to be located, and identifying if each monument was found or "Not Found".

Corner Record are the factual basis for:

1. Confirming that an existing monument was not disturbed during construction, and/or
2. Providing the precise location for installing a new Street Survey Monument, and/or
3. Documenting that a monument did not exist at the time of construction.

The schedule for the submittal of Corner Records to the County Surveyor by the Contractor's License Land Surveyor is as follows:

1. For found monuments (All Types above), the Pre-Construction Corner Records shall be submitted a minimum of ten (10) working days before construction commences on a specific roadway segment.
2. For "Not Found" monuments (Type C above), the Pre-Construction Corner Records shall be submitted to indicate the monument was searched but not found.

After paving is complete and the monument cover is adjusted to new grade, the Contractor's Surveyor shall perform field review to determine if any monuments have been disturbed. Filing a Post-Construction Corner Records shall only be required for monuments which have been disturbed or have undergone a "change in character", such as replacing an iron pipe with a standard monument.

Submittal of Post-Construction Corner Records shall be made to the County Surveyor within ten (10) days of completion of the Contractor's last work affecting the final roadway surface. The project shall not be accepted until the Post Construction Corner Records have been approved by the County Surveyor.

For Street Monuments within a monument well, the Contractor shall protect in place existing brass marker and concrete core. Do not adjust to final grade until the adjacent pavement or surfacing is complete. Adjust frame and cover and complete permanent paving or surfacing surrounding the cover before opening the lane to traffic.

For City Vertical Benchmarks within concrete repairs, the Contractor's Surveyor shall reset brass marker in surface of new concrete improvements and provide revised elevation to City. At the completion of concrete repairs, the Contractor shall provide a tabulated list of all vertical benchmarks adjusted during project that includes the following: approximate location, adjusted elevation, and any physical markings on benchmark.

Survey monuments and adjustments shall be performed per City of Seaside Standard Drawing S-802 "Concrete Monuments."

10.13-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.14 ROADWAY PREPARATION

10.14-1 GENERAL

Work under this section consists of preparing the roadway prior to the resurfacing or reconstruction. Such work shall include controlling nuisance water, sweeping, watering, removal of all raised pavement markers, removing thermoplastic pavement markings, and removing loose and broken HMA and foreign material, including existing weed growth as specified in these Special Provisions and as required by Engineer. Water Pollution Control Plan (WPCP) is to be implemented prior to the start of work. Any roadway area that contains existing weed growth shall be treated with an Environmental Protection (E.P.A.) Owner-approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions.

Contractor shall pothole for shallow utilities that may be in conflict with work. Contractor shall submit results to Owner at least two (2) weeks prior to the start of any excavation work to provide sufficient time to resolve any issue that may be encountered.

10.14-2 MEASUREMENT AND PAYMENT

Payment for Roadway Preparation will be included in the prices bid for other items of work, and no additional compensation will be allowed, therefor, unless noted on the Plans and Bid Proposal as part of this contract. Such payment will be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with Standard Specifications and these Special Provisions.

10.15 FINAL INSPECTION AND PUNCH LIST

TS 1-17.1 SCOPE

When the work has been completed, Engineer will make the final inspection and final project walk-through with Contractor. Engineer will create a punch list of deficient items that shall be corrected by Contractor. Engineer reserves the right to add items to the Project's punch list as deemed necessary. All punch list items shall be completed within five (5) working days of notice to Contractor. Punch list items shall be accounted for in the Project construction schedule within the Project working days. Contractor shall not be granted additional working days for the completion of the punch list items.

10.16 CONSTRUCTION AS-BUILT DRAWINGS

10.16-1 GENERAL

Contractor shall maintain a complete and accurate record of all changes of construction from that shown in the Plans and Specifications for providing a basis for construction as-built drawings. These drawings must be maintained on site during the course of construction and updated monthly, at minimum.

Contractor shall use a job set of contract drawings, clearly labeled "Construction As-Built Drawings," to record all changes in construction. Job set of as-built drawings shall be completely, accurately, and legibly marked in red ink to record actual construction. Additional copies of prints shall be used, if necessary, to ensure legible recording of data

and date all entries. Attention shall be called to the entry by drawing a “cloud” around the area affected. In case of overlapping changes, different colors shall be used for each change. Consistent color coding shall be maintained throughout the drawings.

Contractor shall submit a full-size copy of the updated construction as-built drawings in progress with each progress payment to document the status of the drawings. Progress payments may not be processed until acceptable drawings are submitted. Contractor shall submit a complete set of original construction as-built drawings to Engineer ten (10) days after final inspection, along with a letter declaring that other than these noted changes on the as-built drawings, “the Project was constructed in conformance with the Contract Documents.” Contractor must provide this set of as-built drawings and letter prior to processing of the final pay estimate.

Full compensation for recording construction changes and furnishing the Construction As-Built Drawings is considered included in the prices paid for the various bid items of work, and no additional compensation will be allowed, therefor.

10.16-2 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed, therefor.

10.17 AIR POLLUTION CONTROL

10.17-1 GENERAL

10.17-1A Summary

Contractor shall take all necessary measures to avoid the dispersion of dust. Dust generated by traffic, Contractor’s operations, or wind are all included in the definition of “dust.” All activities shall be in compliance with Section 14-9, “Air Quality,” of the Standard Specifications.

10.18 ROOT PROTECTION, ROOT PRUNING, AND TREE REMOVAL

10.18-1 GENERAL

10.18-1A Summary

Contractor shall remove sidewalk in a manner that prevents any machinery, such as a backhoe, Bobcat, or mini excavator, from traveling over an exposed root zone.

Contractor shall make every attempt to not scrape, skin, or pull roots. Hand excavation around roots may be required.

Where roots must be pruned, the area shall be excavated down to the depth required for the improvements. All rock, concrete, or other loose material shall be removed.

No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one of the approved pruning tools.

Exposed roots shall be covered with soil, mulch, or wet burlap if they shall be exposed for more than forty-eight (48) hours without measurable precipitation.

10.18-2 CONSTRUCTION

10.18-2A Root Pruning and Removal

All root pruning and removal shall be performed under the direct supervision of an International Society of Arboriculture (ISA) certified arborist. All root pruning shall comply with ANSI A300, Part 8 (2020) "Root Management" specifications 85 and 86.2-86.4 as well as ANSI A300, Part 5 (2019) "Management of Trees During Construction" Specification 55.3.

Contractor shall have on hand for any root work needs that arise in the field the following tools: arborist's hand saw, pole saw, lopper, axe, hatchet, digging-bar/spud-bar (with cutting end), chainsaw, belt sander, Bosch multi-tool (or similar), reciprocating saw/saws all.

Contractor shall remove all tree roots under the concrete or pavement to be repaired to a depth of twelve (12) inches below the subgrade. Areas where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. Area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs. All roots encountered within the repair area shall be cut by hand using 60 grit sandpaper, (i.e., chain saw, hand pruners, hand saw, axe, etc.) or a root pruner approved by Engineer at the limits of the repairs prior to their removal.

Roots two (2) inches in diameter or greater shall not be pruned without Owner Arborist present unless authorized by Engineer. Large roots shall be shaved to a depth of no more than one-third of their thickness or as approved by Owner Arborist. At no time shall any root pruning cut into the root flare as defined by Owner Arborist.

All roots are to be cut by hand or with a root pruner approved by Owner. Removal by other mechanical means is prohibited. No pulling or tearing of roots using tools or other machinery. Roots between the tree and the Remove and Replace area are not to be disturbed. Pruning of any roots greater than two (2) inches in diameter is prohibited unless otherwise authorized by Owner Arborist.

If the cut ends of tree roots shall be exposed for more than eight (8) hours, the cut ends of the roots shall be wrapped with fabric, then plastic, and kept moist until backfill is installed. When backfill is installed, the fabric and plastic shall be removed from the cut ends of roots.

Any damage done to adjacent pavement, concrete, or other improvements due to the failure to sever roots at the limits of the repair shall be repaired at Contractor's expense.

Areas where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. Area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs. Limits of root removal shall be ten (10) feet to each side of the tree or shrub causing damage unless otherwise authorized by Engineer.

Structural pruning of the canopy may be required to offset the loss of roots. Extent will be

determined by Owner Arborist. Contractor shall have seven (7) days to complete structural pruning after pave back. An arborist's report shall be provided to certify that the canopy has been sufficiently pruned to offset loss of roots.

10.18-2B Tree Trimming

Contractor shall trim tree canopies at certain intersections where the canopies currently obstruct the visibility of traffic signals. Contractor shall trim the canopies so that they are at least fifteen (15) feet above the roadway surface.

All tree trimming shall be performed under the direct supervision of an ISA certified arborist. Tree trimming shall comply with ANSI A300, Part 1 (2017) "Standard Practices (Pruning)" Specifications 5.2, 7.1, 7.3, and 8.0.

Owner Arborist shall be on site for pruning of any branch that is two (2) inches in diameter or larger.

10.18-2C Tree Removal

At the discretion of Owner Arborist, Contractor shall remove trees that are deemed unstable due to root pruning and removal. Public notification is required no less than five (5) days prior to removing any trees. Owner will post proper public notifications and no tree may be removed until Owner verifies that the public notification period is complete.

No trees greater than twenty-four (24) inches in diameter shall be removed.

Contractor shall coordinate with Owner Arborist and Engineer prior to tree removal. Where trees are removed, stumps shall be ground twelve (12) inches below the existing grade. Voids shall be backfilled with native materials and mulch. All debris shall be removed from the work site and properly disposed.

10.18-2D Damages

Contractor shall make every effort to avoid damaging any Owner's property, including roots, trunk, and canopy of Owner-maintained trees. Contractor shall be responsible for damages as follows:

- a) Contractor shall provide restitution to Owner for any damaged trees beyond the root and canopy pruning required to complete construction (as specified by Owner Arborist). For trees destroyed, removed, or significantly damaged, restitution shall be calculated using the Cost Approach with the Reproduction Method with the Trunk Formula Technique as set forth in the "Guide for Plant Appraisal, 10th Edition Revised." For trees with damage that can be repaired (below the levels of destroyed, removed, or significantly damaged), restitution shall be calculated using the Cost Approach with the Repair Method with the Direct Technique as set forth in the aforementioned Guide. Damage assessment and above calculations will be performed by Owner Arborist.
- b) Contractor shall reimburse Owner for Owner's expenses incurred in the related reparation work, consisting of, but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.

Any damage done to adjacent concrete or other improvements due to the failure to sever roots at the limits of the repair shall be repaired at Contractor's expense.

10.18-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.19 COLD PLANING (MILLING & KEYCUTS)

10.19-1 GENERAL

10.19-1A Summary

Cold planing shall comply with Subsection 39-3.04, "Cold Planing Asphalt Concrete Pavement," of the Standard Specifications, and shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the Plans. Limits of cold planing will be determined by Engineer prior to construction.

Work includes, but is not limited to, removal of existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches. Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein. Existing conditions may differ from the Plans and shall be verified by Contractor.

Core locations on the Plans are estimated. Existing conditions may differ from the information specified in the boring logs as shown on the plans.

10.19-2 CONSTRUCTION

10.19-2A General

Work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing all thermoplastic, removing all painted traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt and foreign material; and spraying and removal of weed growth as specified in the Standard Specifications and these Special Provisions, and as directed by Engineer.

Any roadway area that contains existing weed growth shall be treated with an Environmental Protection Agency (E.P.A.) approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Contractor shall provide a record of the amount used for the project.

Prior to cold planing on streets to be milled, all utility covers shall be lowered such that the cutting teeth of the planing machine pass over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphaltic fill material over these facilities until the final paving surface is installed. Contractor shall coordinate with the affected utility company for lowering and adjustment.

10.19-2B Pavement Removal

Contractor shall perform removals as shown in the cold plane details included in the Project Plans. Remaining material around utility covers and at gutter lips shall be removed to the depth of the adjacent milled surface after completion of cold planing. If pavement

against utility covers, gutter lips, or other features cannot be removed by the planing machine, Contractor shall use other means to remove this material.

Contractor shall be responsible for maintaining any temporary asphalt fill over lowered utilities. Contractor shall be responsible for clearly marking the location or to reference lowered utilities in case of emergency.

Cold planing shall be performed in such a manner to create clean vertical edges. Surface of pavement after planing shall be uniformly rough. Grade shall not deviate from a suitable straight edge of more than three-eighths (3/8) inch at any point. Milling may require more than one (1) inch removal of existing asphalt above gutter lips in addition to the required depth below the gutter lip due to prior overlays. Broken, damaged, or non-vertical edges shall be re-cut prior to paving.

Surface after planing shall be uniformly rough. There shall be no more than 0.02-foot difference between passes. From a string line, shall be 0.02 foot high to 0.04 foot low. Low areas shall be filled with HMA at Contractor's expense.

Maximum variation from string line or straight edge shall be 0.02 foot at any point. High points shall be re-ground. Low points shall be filled with HMA. Cost of fixing variation shall be at Contractor's expense.

Water for cold milling shall be provided by Contractor and shall be considered integral to cold milling in terms of payment.

On intersections where the Plans call for cold milling and replacing the asphalt pavement, Contractor shall only remove what can be paved back during the same work period.

Contractor shall provide temporary striping, by means of tab markers or striping tape, on streets that have been milled. Temporary striping shall be continuously maintained until resurfacing work is performed. Contractor shall delineate lane lines, center lines, crosswalks, and other traffic striping legends.

Contractor shall excavate to a depth of 0.5 foot below depth required from milling. Limits will be defined by Engineer. Contractor shall fill with single lift of HMA, with static roll no vibratory compaction, and shall allow to bridge.

Contractor shall adjust the operation to minimize tear out of underlying layers. Changes in cold planing depth require approval of Engineer. Areas torn out by lack of diligence on Contractor's part shall be corrected with HMA at the expense of Contractor. Areas torn out due to pre-existing adhesion problems will be corrected at Owner's expense directed by Engineer.

On areas with wet, soft, or deflecting under wheel loads, Contractor shall use means that do not worsen the condition of the subgrade. Areas shall be proof rolled with a loaded construction vehicle ten (10) cubic yard dump truck or equivalent prior to placing asphalt.

10.19-2C Temporary Transitions

Contractor shall construct temporary pavement transitions at all cold-milled areas greater than one (1) inch prior to allowing traffic onto the cold-milled areas, including paving conforms, planed edges, cross gutters, and driveways over 0.15 foot before allowing traffic onto the paved surface. This includes both longitudinal and transverse directions. This also includes PCC facilities around corners from the beginning of curb return to the end of curb return, PCC cross gutters, and PCC spandrels.

Temporary pavement transitions shall have a slope of 20:1 or as approved by Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. Temporary transitions shall be constructed of hot mix.

Contractor shall continuously maintain the temporary pavement until the final paving. Each temporary transition shall be inspected by Contractor and repaired as necessary to comply with these provisions at the end of each day, including weekends and holidays.

Failure to comply with these provisions will result in liquidated damages of \$250 per day per transition and/or the cost of Owner crews making the repairs, if necessary, to correct for public safety.

10.19-2D Equipment

Machine used for planing shall comply with Subsection 39-3.04C, "Construction," of the Standard Specifications, and shall have performed satisfactorily on similar work and shall meet the following requirements:

Planing machine shall be specially designed and built for planing of bituminous pavements, Portland Cement Concrete (PCC) patches, and asphalt concrete, without the addition of heat. It shall have the ability to plane PCC patches in the bituminous pavement or PCC pavements. Cutting drum shall be a minimum of thirty (30) inches wide and shall be equipped with carbide tip cutting teeth placed in a variable lacing pattern of forty-eight (48) inches to produce the desired finish.

Machine shall be capable of being operated at speeds of 0' to 40' feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. Machine shall be operated in a manner to not produce fumes or smoke. It shall be capable of removing the material next to the gutter of the pavement being reconditioned, and so designed that the operator thereof can at all times observe the planing operation without leaving the controls. Machine shall be adjustable as to slope and depth. It shall be equipped with sonic sensors for controlling the depth.

Contractor's attention is directed to Subsection 14-9.02, "Air Pollution Control," of the Standard Specifications. Contractor shall provide appropriate dust control as necessary and as directed by Owner.

10.19-2E Removal and Disposal of Material

Cold planing shall not begin without a sweeper on site. During the planing operation, Contractor shall sweep the street with mechanical equipment and remove all loosened

material from the work site until completion of the removal work. All materials removed shall be Contractor's property and shall be removed and legally disposed of at Contractor's expense. Contractor shall provide proof of legal disposal to Engineer. Contractor shall take all necessary measures to avoid the dispersion of dust. **Contractor shall notify Engineer for approval of swept surface prior to tack coat application, where tack coat is required.**

Contractor shall perform daily sweeping and have a full-time sweeper available, including weekends and/or holidays.

All material removed, unless designated to be salvaged, shall become property of the Contractor and shall be disposed of outside City's right-of-way in accordance with Standard Specifications Section 17-2.03D, "Disposal of Materials."

10.19-2F Schedule

Pavement removals associated with bid items for "Remove & Replace HMA" of the various depths and 6" Deep Lift Stabilization shall be replaced the same day.

For streets to be overlayed, the final HMA surface course shall be placed within five (5) working days after milling of keycuts commences.

All traffic lanes must be open to traffic outside of working hours unless approved by Engineer.

Failure to comply with these provisions shall subject the Contractor to \$500 per street per calendar day in liquidated damages. Multiple occurrences of liquidated damages per calendar day are not restricted.

10.19-3 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.20 HOT MIX ASPHALT (HMA)

10.20-1 GENERAL

10.20-1A Summary

Work to be performed under Hot Mix Asphalt (HMA) includes all labor, materials, tools, equipment, transportation, and incidentals necessary to produce and place hot mix asphalt (HMA) base, intermediate, and surface courses, and speed tables using the Method Process as indicated in these Special Provisions. Contractor shall comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specification (Unrevised Edition) except as modified in these Special Provisions.

10.20-1B Submittals

Contractor shall submit Job Mix Formula (JMF) information on Form CEM-3511 and Form CEM-3512. Contractor shall submit CEM-3513 or CEM-3514 for mixes that have been verified within the last twelve (12) months. Contractor shall provide the most recent CEM-3513 if mix has not been verified within the last twelve (12) months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor shall be paving at their own risk.

Contractor shall submit a Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Contractor shall allow twenty (20) calendar days for review by Engineer.

Contractor shall submit all quality control field test results daily and laboratory test results within five (5) calendar days of sampling.

10.20-2 MATERIALS

10.20-2A Mix Properties

Mix voids shall be targeted at 3.5%. The allowable production range for mix voids shall be 2.0% to 5.0%.

Tensile Strength Ratio (TSR) shall be minimum 70 in accordance with CTM 371. If TSR results are not available, 1/2 percent liquid antistrip shall be added, no warm mix technologies allowed.

10.20-2B Asphalt Binder

Grade of asphalt binder mixed with aggregate for HMA (Type A) shall be as follows:

Base Courses:	PG 64-10
Intermediate Courses:	PG 64-10
Surface Courses:	PG 64-10
Leveling Courses:	PG 64-10
HMA Dikes:	PG 76-22 PM

10.20-2C Aggregate

Hot mix asphalt to be used shall be as follows unless modified by the Plans, these Special Provisions, or by Engineer:

Intermediate Courses:	1/2-inch, Type A
Surface Courses:	1/2-inch, Type A
Leveling Courses:	3/8-inch, Type A
HMA Dikes:	3/8-inch, Type A

10.20-2D Delivery Tickets

Material delivery tickets shall be submitted daily. Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the work site without such annotations will be subject to rejection.

10.20-3 CONSTRUCTION

10.20-3A General

Paving shall be performed so no longitudinal paving joints remain at the end of each day's paving operation.

10.20-3B Surface Preparation

Work shall consist of preparing existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken pavement and foreign material as specified in the Standard Specifications, these Special Provisions, and as directed by Engineer.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalt Binder." For leveling, base, intermediate, and surface courses, the asphalt tack coat shall be placed with a calibrated distributor truck per Subsection 93-1.03C of the Standard Specifications, unless otherwise specified by Engineer. Application temperature of the asphalt emulsion shall be 300°F minimum and 375°F maximum.

Cracks shall be sealed prior to placing HMA. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the Standard Specifications, and these Special Provisions.

10.20-3C Leveling, Transitions, and Hot Mix Asphalt (HMA) Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. Leveling course shall be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by Engineer. Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

Contractor shall construct temporary pavement transitions at all transverse paving joints greater than one (1) inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by Engineer

and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. Temporary transitions shall be constructed of either cold mix or hot mix. Temporary transitions shall be required at driveways where drop off is more than one (1) inch.

Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by Contractor and repaired as necessary to comply with these provisions at the end of each day, including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

10.20-3D Layout

Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. Layout shall be made at least twenty-four (24) hours prior to paving. Layout will be approved by Engineer prior to paving.

If the striping is to remain unchanged, edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving that incorporates new quarter points or grade breaks due to keycuts or other conditions, Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. Profile adjustments shall be within twelve (12) inches of the actual grade break or quarter point.

Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work shall include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. Minimum length of the milled and corrected area shall be fifty (50) feet.

10.20-3E Tolerances

Finished HMA surface shall be flush with, to 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. Finished pavement surface shall not be lower than the gutter lips.

Average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four (4) inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four (4) inches or more, the minimum allowable

10.20-3F Automatic Screed Control

For all mainline street or roadway paving with single lane lengths exceeding three

hundred (300) feet, automatic screed controls shall be required. Automatic screed controls shall not be required for paving of parking lots, intersections, cul-de-sacs, alleyways, or other irregular areas.

In addition to the requirements in Subsection 39-1.10 and 39-1.11 of the Standard Specifications, HMA shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls that shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of thirty (30) feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of 30-foot ski.

Ski shall be mounted at a location that shall provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross-slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued, and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during any day's work, Contractor may manually control the spreading equipment for the remainder of that day, provided the quality of the work conforms to the requirements of Sections 39-1.11 and 39-1.12 of the 2010 Standard Specifications (Unrevised). Should the methods and equipment used for automatic control fail to result in the quality of work required by said Sections 39-1.11 and 39-1.12, the paving operations will be temporarily discontinued, and Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

If it is determined by Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, use of the automatic controls will be discontinued, and spreading equipment shall be adjusted by manual methods. Use of automatic controls shall resume when Engineer has determined that it is again practical and so orders.

10.20-3G Rolling and Compaction

Rolling and compaction shall be performed as indicated in the Standard Specifications. Roller water shall contain a soap type compound to prevent sticking of HMA material to the rollers. Soap type compound shall not damage HMA or impede the bonding of layers.

Breakdown rolling shall commence when HMA is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

Number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of hot mix asphalt mixture drops below 140°F.

For leveling courses, breakdown rolling shall consist of three (3) coverages with an eight (8) to twelve (12)-ton pneumatic roller followed by a finishing coverage with a steel wheel roller. Rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. Pneumatic roller tires shall be treated with a non-petroleum-based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until Contractor can provide equipment that shall perform without pickup.

Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of HMA placement until the areas are satisfactorily addressed, unless otherwise allowed by Engineer.

10.20-3H Contractor Quality Control

HMA will be verified by Engineer prior to placement on work site. If agreed to by Contractor and Engineer, the production start-up may be used for verification. If the production start-up is used for verification, Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor shall have a Quality Control Inspector present with a nuclear gauge actively monitoring compaction throughout the shift for all paving operations where compaction is an acceptance criterion. Quality Control Inspector shall be devoted to that purpose and shall not have another role on the paving crew.

Contractor quality control testing is required. However, if Contractor fails to submit quality control results to Engineer within seventy-two (72) hours of HMA placement, Contractor waves all rights to dispute Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by Engineer, Contractor has five (5) days to submit their test results from the time Engineer informs Contractor that he is performing testing or Contractor waves the right to dispute Engineer's results.

Engineer will test for conformance with aggregate quality characteristics at the beginning of the project.

Engineer will test air void content, Hveem stability, and Voids in Mineral Aggregate (VMA) a minimum of once per day. Engineer may sample the HMA from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of Engineer. Contractor shall facilitate the sampling process.

Engineer may sample HMA from truck beds at the plant, from the hopper of the paving machine, and/or from the mat behind the paver at the discretion of Engineer. Contractor shall facilitate the sampling process.

10.20-3I Engineer's Acceptance

10.20-3I(1) General

Owner shall be notified forty-eight (48) hours prior to scheduling pavement placement so that Quality Assurance personnel can be scheduled.

10.20-3I(2) Materials Acceptance

Engineer will monitor Contractor's work for conformance to these Standard Provisions. In addition, Engineer will collect HMA samples and verify the mix.

Engineer may withhold acceptance in the event of any failing test result until Contractor has addressed the failing material to Engineer's satisfaction.

10.20-3I(3) Compaction Acceptance

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750-ton subplot.
- If multiple streets are paved in a day, each street shall be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

Density testing shall be required on all layers that are at least 1.75 inches in thickness unless Engineer determines area is not suitable for traditional compaction methods.

In-place density shall be between 92.0% and 97.0% of maximum theoretical specific (RICE) gravity using a nuclear gauge. At Engineer's discretion, compaction testing may be performed using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction shall be based on the average nuclear gauge results for the subplot. The nuclear gauge shall be core correlated the first day of paving using as many cores as Engineer deems appropriate.

If nuclear gauge compaction testing results are failing, Contractor can request coring to verify the results. Three (3) cores will be sampled for each subplot and the average of the three cores for each subplot will determine density. Core locations will be determined using random sampling charts in CTM 375. Engineer will mark the core locations.

Cores may be taken up to five (5) calendar days after placement and may be four (4) or six (6) inches in diameter. Engineer will provide results within three (3) working days of receiving the cores.

Passing cores will be paid for by Owner. Failing cores shall be paid for by Contractor. If core density produces both passing and failing cores, cost will be prorated between Contractor and Owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

10.20-4 MEASUREMENTS AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.21 REMOVE AND REPLACE HOT MIX ASPHALT (HMA)

10.21-1 GENERAL

10.21-1A Summary

Work for Remove and Replace, or digouts, consists of removing pavement, concrete, base, and native material, if necessary, to the specified depth shown on the Plans by cold planing and replacing the void with hot mix asphalt (HMA). Digouts shall be constructed as indicated on the Plans and immediately after cold planing operations so that the HMA leveling (base course) can be placed on the milled surface in the same shift.

HMA materials, placement, compaction, Quality Control, and Engineer's Acceptance Criteria shall comply with Section 00Reserved, see SECTION 9. BID ITEM DESCRIPTION.

HOT MIX ASPHALT (HMA).

If Remove and Replace areas shown on the Bid Schedule include a greater than normal increase allowance (Bump) versus areas shown on the Plans, only increase areas approved by Engineer will be measured for payment.

Cold planing shall conform to these Special Provisions.

10.21-2 MATERIALS

10.21-2A General

Hot mix asphalt (HMA) for base course and surface course for pavement replacement and digouts shall conform to these Special Provisions.

10.21-3 CONSTRUCTION

10.21-3A General

Contractor shall provide five (5) days-notice prior to remove and replace operations so areas for Remove and Replace may be properly marked out.

Engineer shall mark the locations of each digout based on the Plans and observations. Contractor shall accompany Engineer during markings of the digouts/base repair areas and the marked, measured and agreed on areas will constitute the final pay quantity.

After completion of the milling operations, the HMA within the marked digout/base repair areas shall be removed to a uniform depth as specified on the Plans. Area edges shall be removed by saw cutting or by vertical grind. Any removed material shall be removed from the work site and disposed of in a legal manner.

Excavated areas shall be graded as shown on the Plans as necessary to provide a uniform pavement thickness. Aggregate Base or native soil shall be compacted to 95% relative compaction at, or above optimum moisture as determined by Cal Test 216 and 231. All segregated or loose material shall be removed.

In areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, Contractor shall employ excavation and grading techniques that do not worsen the subgrade condition.

Prior to placing aggregate base or HMA, each pavement replacement area shall be proof rolled with a loaded construction vehicle, preferably a ten (10) cubic yard dump truck or equivalent. Compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or HMA. If the areas were caused or significantly worsened by Contractor's operations, these areas shall be replaced at Contractor's expense.

Pavement shall be removed to a uniform depth and shall be removed by cold planing or full depth saw cutting and mechanical removal. Saw cutting is not necessary if removal is accomplished by cold planing. Broken or damaged edges shall be re-cut prior to paving. All removed material shall be cleared from the work site.

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between courses. No prime coat shall be required. A tack coat between layers shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned, and a tack coat placed between layers immediately prior to paving,

Care shall be taken to ensure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two (2) lifts shall be used for each replacement area or digout with a depth greater than 3 inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three (3) inches unless shown otherwise in the Project Plans or with prior approval from the Engineer.

Repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. Surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a 12-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. Upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the digout or replacement, finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

Remove only what can be replaced during the same work period. Materials removed using cold planing or other methods shall become the property of Contractor and shall be disposed of in accordance with local rules and regulations. Contractor shall provide proof of legal disposal upon request by Engineer.

Surface finish of Remove and Replace areas shall be free of ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks. Any ridges, indentations, or other objectional marks left on the surface of the HMA shall be eliminated by rolling or other means. Use of equipment that leaves objectional marks shall be discontinued. Areas of rough or coarse surface texture shall be reworked with heat, and HMA fines shall be placed immediately after identified.

10.21-3B Unsuitable Material

On areas with wet, soft, or deflecting under wheel loads, Contractor shall use means that do not worsen the condition of the subgrade. Area to be proof rolled with a loaded construction vehicle ten (10) cubic yard dump truck or equivalent prior to placing asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying
3. Otherwise unsuitable for the planned use.

In the event that the underlying material is unsuitable, it shall be excavated to the depth of six (6) inches below the initial digout/base repair depth required above and disposed of in accordance with these Special Provisions. Limits of removal will be designated by Engineer. Resulting space shall be filled with a single lift of HMA.

10.21-4 MEASUREMENT & PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.22 ASPHALT TACK COAT

10.22-1 GENERAL

10.22-1A Summary

Work to be performed under this section shall comply with Subsection 39-2.01B(10) and shall cover all labor, materials, tools, equipment, and incidentals necessary to furnish and apply complete in-place tack coat in conjunction with the HMA placement and other asphalt paving work.

10.22-1B Submittals

Contractor shall submit Tack Coat Certificate of Compliance. Submittals for imported material shall be submitted to Engineer seven (7) days prior to schedule use.

10.22-2 MATERIALS

10.22-2A General

Tack coat shall be emulsified asphalt of Grades RS-1, RS-2, SS-1, or SS-1H complying with Section 94, 'Asphaltic Emulsions' or paving grade asphalt conforming to section 92, "Asphalts," of the Standard Specifications.

A Certificate of compliance shall be submitted prior to construction.

10.22-3 CONSTRUCTION

10.22-3A General

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 HMA overlay as permitted by Engineer. Preparation of the surface shall be performed as described in these Special

Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the HMA overlay, additional tack coat shall be applied, as directed by Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and adjacent concrete shall be protected against discoloration from the asphalt. Residue shall be removed by sandblasting, power washing, or a similar technique to the extent required by Engineer. Engineer will determine if the pavement is sufficiently dry for the application of tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40°F in the shade.

Tack coat shall be applied as specified in Subsection 39-2.01C(3)(f), "Tack Coat," of the Standard Specifications. Tack coat shall be applied to all vertical edges, including curb faces and gutter lips, after every lift of asphalt. Vertical edges shall be tack coated by hand wand or manually by brush. Tack coat application shall not extend above the level of the finished surface by more than one (1) inch. Gutter pans, curb faces, and any concrete surfaces that are not to be tack-coated shall be protected by shields or other methods from spray or splash. Any tack coat more than one (1) inch above the paving surface shall be removed by power washing or other means approved by Engineer.

Contractor shall be responsible for cleaning tack coat tracked onto decorative concrete crosswalks or thermoplastic legends and crossbars within the Project limits and along truck haul routes used by Contractor or Subcontractors. Haul routes shall be inspected by Owner and Contractor prior to initiating work to photographically establish the existing conditions. Within ten (10) calendar days of completion of final paving, Owner and Contractor shall reinspect the haul routes to determine the extent and locations of required cleaning. Cleaning shall be performed within ten (10) calendar days after Owner delivers a written copy of the locations of required cleaning.

10.22-4 MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Asphalt Tack Coat." Full compensation for such work and features will be considered included in the price bid for hot mix asphalt (HMA) bid items (e.g., RHMA, digouts), and no additional compensation will be allowed, therefor. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with Standard Specifications and these Special Provisions.

10.23 LOWERING AND ADJUSTING OF UTILITY COVERS

10.23-1 GENERAL

10.23-1A Summary

Utility covers shall be adjusted to finish grade, including manhole frames and grates; water valves; survey monument covers; monitoring well covers; miscellaneous utility boxes, and water meter boxes, and shall comply with Subsection 71-5.03B, "Frames, Covers, Grates, and Manholes," of the Standard Specifications. On roadways to be milled, facilities shall be lowered prior to cold planing and adjusted to finish grade after completion of the resurfacing work. Adjusting water valves shall include a water valve cover, valve box, and eight (8)-inch riser.

Contractor shall coordinate with the respective owner of the utility to place the required materials prior to adjustment and after work is completed. Contractor shall be responsible for obtaining and purchasing all permits that pertain to lowering and adjusting existing utilities within the limits of work of the appropriate governing jurisdiction.

Frames and covers must be lowered to a sufficient depth so that cold planing equipment shall pass over the top without damaging it. Utility depressions shall be temporarily filled with HMA (or other approved materials) after lowering or cut back before opening lanes to traffic. Care shall be taken to keep frames and covers clean. Any material that adheres to the frames and covers shall be removed. When frames and covers cannot be lowered prior to cold planing, cold planing equipment shall "pick up" and "set down" on either side of the covers. Non-milled asphalt pavement around the lid or cover shall be removed by other means to the specified depth shown on the Plans.

Contractor shall contact Owner at least forty-eight (48) hours prior to adjustment and after work is completed and report via the Project document management software system.

Contractor shall mark, as approved by Engineer, and completely protect with heavy plastic or other suitable material, as approved by Engineer, all utility covers or other items that are visible on the surface and shall be covered by Contractor's operations. This shall be completed prior to the start of that operation and approved by Engineer.

All work shall conform to the application provisions of the Standard Specifications, these Special Provisions, the Plans and Typical Sections, Owner's Standards, and as directed by Engineer.

10.23-2 MATERIALS

10.23-2A General

Concrete mix used for replacement of concrete utility collars, or around manholes, survey monuments, and other utility covers with collars shall be Type II or Type V.

Salvaged materials that are undamaged may be reinstalled as directed by Engineer.

HMA shall be used to pave back around the utilities after concrete has cured.

Cast-in-place or precast concrete and brick or vitrified clay pipe shall be replaced in kind

unless otherwise permitted by Owner of the facility.

10.23-3 CONSTRUCTION

10.23-3A General

Contractor shall properly locate and tie off existing facilities to be lowered in advance of paving operations. Reference points of at least two points shall be provided on the face or top of curb, showing distance to utility that is to be lowered or adjusted and utility type.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Dirt, rocks, and debris shall not be permitted to enter sewer or storm drain lines. Temporary covers shall be placed to prevent entry of material into manhole, sewer, and storm drainpipes. Existing facilities (boxes, lids, frames, and covers) found in damaged condition must be reported to Engineer before disturbing. Existing facilities found in damaged condition shall be replaced by Contractor with materials furnished by Owner. Contractor shall notify utility owners at least ten (10) days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. Facilities damaged by Contractor shall be replaced at their expense.

Cones with Caution tape must be used when working on utilities, specifically when they are left exposed to traffic.

10.23-3B Lowering

Lower frames and covers of existing facilities before cold planning to sufficient depth so that cold planing equipment passes safely over the top of the lowered frame and cover without damaging it. Temporarily fill utility depression with hot-mix asphalt, before opening the lanes to public traffic.

Where frames and covers cannot be lowered prior to cold planning, cold planer equipment shall “pick-up” and “set-down” on either side of the covers. Non-milled asphalt pavement around lid or cover shall be removed by other means to the specified depth. Lids and covers shall then be protected utilizing the following alternatives:

1. Ramp section (cut-back) around frame and cover and paint white.
2. Place lighted Portable Barricade over frame and cover (only allowed if outside of traffic lane and if approved by the Engineer).

10.23-3C Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2” below the finished pavement elevation. After concrete has been placed and cured, 3/8” HMA (Type A) shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

10.23-3D Schedule

All facilities shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours, or as approved by the Engineer.

10.23-3E Survey Monuments

Where new survey monument boxes and covers are required, Contractor shall perform installation without disturbing the location of the monument. If the monument is disturbed, Contractor shall be responsible for establishing it as a monument in accordance with State laws. Work for placement of the box and cover over an existing monument shall include removal and replacement of the HMA around the monument.

10.23-3F Electrical Vaults

Prior to construction, the Contractor shall coordinate with PG&E regarding the electrical vault frame and covers requiring adjustment to finish grade after placement of the final HMA Surface Course.

10.23-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.24 AGGREGATE BASE

10.24-1 GENERAL

10.24-1A Summary

Aggregate base shall conform to the provisions in Subsection 26-1.02B "Class 2 Aggregate Base," of the Standard Specifications and these Special Provisions. Coarse aggregate (material retained on the No. 4 sieve) shall consist of material of that at least twenty-five percent (25%) by weight shall be crushed particles as determined by California Test 205.

10.24-2 CONSTRUCTION

10.24-2A General

Grading shall comply with the requirements of Section 19, "Earthwork," of the Standard Specifications. During any grading operations, Contractor is specifically directed to

Subsection 5-1-36, "Property and Facility Preservation." Contractor shall protect items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of ninety-five percent (95%) relative compaction.

Construction of the new aggregate base shall conform to Section 26, "Aggregate Bases," of the Standard Specifications. Constructed thickness of the aggregate base layer shall be not less than the design thickness minus of 1/2 inch.

10.24-3 MEASUREMENT AND PAYMENT

Measurement and Payment for Aggregate Base materials, work, other features, and conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefor.

10.25 MISCELLANEOUS CONCRETE

10.25-1 GENERAL

10.25-1A Summary

Existing and new concrete facilities including curbs, curb and gutters, sidewalks, curb ramps, valley gutters, medians, catch basins, and spandrels, shall be removed and replaced or reconstructed at the locations indicated on the Plans or as directed by Engineer. Contractor shall hire a Licensed Land Surveyor to provide grades for construction of all Portland Cement Concrete (PCC) elements as needed.

10.25-1B Submittals

The Contractor shall provide the following submittals:

1. Concrete mix design formulas for General Concrete and Heavy Vehicular Facilities.
2. Installation certification from a truncated dome manufacturer stating that the Contractor and Personnel are certified as truncated dome installers.

Submittals for imported material shall be submitted to Engineer seven (7) days prior to the scheduled use.

10.25-1C QUALITY CONTROL/ACCEPTANCE TESTING

Field testing shall include testing for concrete slump per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by Engineer and will be performed by Owner's laboratory at Owner's expense. Contractor shall furnish the concrete necessary for casting test cylinders.

10.25-2 MATERIALS

10.25-2A General

PCC material shall be Type II or Type V Portland Cement conforming to ASTM C150 and

the optional requirements of ASTM C150, Table 2 for maximum equivalent alkalis ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. Type III Portland Cement conforming to ASTM C150 and the optional requirements of ASTM C150, Table 2 for maximum equivalent alkalis ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent may be used when approved by Engineer.

10.25-2B Concrete Mix Design

10.25-2B(1) General

Contractor shall furnish a concrete mix design to Engineer at least ten (10) working days prior to the start of the work, based on the following guidelines:

General concrete facilities including curb, gutter, sidewalk, access ramps, residential driveways, stamped median, etc. shall meet the following requirements:

Compressive Strength:	3000 psi @ 28 days
Polypropylene Fiber Reinforcement:	1.5 lbs/cy (0.01% by volume) 3/4 inch minimum length
Maximum Slump:	five (5) inches

Heavy Vehicular Facilities including valley gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength:	2000 psi @ 3 days 4000 psi @ 28 days
Polypropylene Fiber Reinforcement:	3 lbs/cy (0.02% by volume) 1-1/2 inch minimum length
Maximum Slump:	four (4) inches

Contractor shall be responsible for all costs associated with the required mix design.

10.25-2C DETECTABLE WARNING SURFACES

All curb ramps shall have a detectable warning surface. Detectable warning surface shall be in the form of tiles manufactured from a fiberglass reinforced ultraviolet stabilized polymer composite. Tiles shall be wet-set cast-in-place. Detectable warning surface tiles shall conform to the requirement established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.20 inch in height, 0.90-inch base diameter, and 0.45-inch top diameter and spaced 2.35 inches center-to-center as measured side by side. Field area shall consist of a high density, pyramid micro textured of raised points 0.05 inch high. Detectable warning surface tiles shall be Armor-Tile or approved equal. Detectable warning surface tiles color shall be homogeneous throughout the tile. Color of the detectable warning surface shall be "Federal Yellow" per Caltrans Standards, unless specified by Owner.

Installation of surface applied detectable warning surface shall not be allowed unless approved by Owner.

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two (2) tiles to conform to the dimensions as shown on the Plans, and as directed by Engineer. If multiple detectable warning surface tiles are used, joint shall be joined in the curb ramp or as approved by Engineer.

Detectable warning surface tiles shall conform to the following ASTM specifications:

ASTM D 695 Compressive Strength Not less than 25,000 psi

ASTM D 790 Flexural Strength Not less than 30,000 psi

ASTM D 570 Water Absorption 0.05%

ASTM C 1028 Slip Resistance 0.8 wet/dry

ASTM E Flame Spread Index ≤ 25

ASTM B 117 Salt Spray No Change (300 hours)

ASTM 1308 Chemical Stain No Effect

ASTM C 501 Abrasion Resistance $L_w > 500$

ASTM G 155 Accelerated Weathering Delta E < 5 (2,000 hours)

ASTM D 638 Tensile Strength 12,500 psi

AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation

ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling

ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss, Delamination

ASTM D 696-03 Linear Thermal Expansion 9.45×10^{-7} per degree Fahrenheit.

Detectable warning surface tiles shall be suitably packed or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile shall be identified by part number. Protective plastic wrapping shall be removed within twenty-four (24) hours after tiles are installed.

Detectable warning surface installation shall comply with Manufacturer's recommendations.

Detectable warning surface tiles shall be warranted in writing for a period of five (5) years from date of final completion. Guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacturer that shall be proved five (5) days prior to the Pre-Construction Meeting with the truncated dome material submittal.

10.25-3 CONSTRUCTION

10.25-3A General

Curb ramps and island passageways shall comply with Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and current California Building Code requirements.

Existing concrete shall be saw cut to full depth prior to removal and all concrete outside the limits of work shall be protected in place. Any concrete broken outside the limits of work due to Contractor's failure to comply with these requirements shall be removed and replaced at their expense.

Line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this shall consist of a straight line between existing facilities. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet slope requirements as required by the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), and Owner's Standard Plans.

Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of Engineer.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Curing time shall be seventy-two (72) hours.

In certain locations, no horizontal or vertical control shall be provided for the forming and placing of new concrete facilities. It is the responsibility of Contractor to ensure that new concrete facilities are constructed in accordance with the Standard Plans, the Project Plans, as specified in the Standard Specifications and these Technical Provisions.

HMA used for conforms shall be 1/2-inch, Type A and shall comply with these Special Provisions. HMA conform width shall be at least twenty-four (24) inches minimum, and depth shall match existing pavement thickness and no less than six (6) inches. The remaining depth shall be filled with aggregate base compacted to ninety-five percent (95%) relative compaction of additional HMA.

10.25-3B Protection of Existing Facilities

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, strike off and finishing, the protection shall be removed, and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three (3) feet above the concrete surface. After initial placement, strike off and finishing, the protection shall be removed, and the vertical surfaces cleaned.

10.25-3C Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 95% relative compaction at zero to three percent (0-3%) over optimum as determined by Cal Test 216 and 231. 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.

10.25-3D Forming

Wooden forming shall be of two (2)-inch nominal thickness, staked at two (2)-feet intervals. Maximum gap at the bottom of the forms shall be 1-3/4 inches.

Forms will be checked by Engineer prior to concrete delivery to the work site. Contractor shall give Engineer a forty-eight (48) hour notice prior to inspection of concrete.

10.25-3E Tolerances

Maximum variation from design elevation shall not exceed +/- 0.02 foot. 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 Engineer forty-eight (48) hours in advance of the work.

When shown in 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 shall be at a straight line between the start and end points of the removal. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet the slope requirements in accordance with the Standard Plans, the Project Plans, as specified in the Standard Specifications and these Technical Provisions.

10.25-3F Placing and Finishing

Concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible.

Workmen will not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

10.25-3G Strike Off, 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.

10.25-3H Concrete Protection

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.

Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, Contractor shall make the necessary repairs at its own expense. Repair procedure for damaged or vandalized concrete shall be approved in advance by Engineer.

10.25-3I Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three (3) 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. Edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment. Concrete shall be allowed to cure seventy-two (72) hours prior to placement of adjacent asphalt.

10.25-3J Joints

Control joints shall be placed at a maximum spacing of ten (10) feet, score lines no less than five (5) feet and against utility boxes/poles/structure. 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 (2) 1/2" x 18" dowels shall be used with additional dowels placed every twenty-four (24) inches.

Control joints in sidewalks may be made using a tooled joint that 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 forty (40)-feet 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 that may cause cracking.

10.25-3K Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, Contractor shall clean the work site of all concrete and forming debris. Aggregate base shall be replaced to match the existing base and compacted to ninety-five percent (95%) relative compaction. Pavement shall be restored in accordance with these Special Provisions. A minimum of two (2) lifts shall be used, none of that shall exceed three (3) inches, and the top lift shall be a minimum of 1-1/2 inches thick. Total thickness of the restored pavement shall match the existing pavement section or six (6) inches minimum, whichever is greater.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material, hand-tamped to a finish elevation of 1" min. to 2" max. below the finished concrete surface. The entire parkway shall be left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

All pavement removed to facilitate in concrete form work placement for all valley gutter, curb and gutter construction shall be replaced with full depth HMA to match the existing pavement section or six (6) inches minimum, whichever is greater. Width of HMA conforms shall be twenty-four (24) inches minimum unless otherwise shown on plans.

10.25-3L Curb Ramps

Curb ramps shall be constructed in general conformance with the latest Caltrans Standard Plans A88A or A88B. All curb ramps shall meet current American with Disabilities Act (ADA) guidelines and conform to the Public Right-of-Way Accessibility Guideline (PROWAG) and it shall be the responsibility of Contractor to ensure that curb ramp slopes and dimensions are constructed in accordance with these guidelines.

Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new curb ramp, and installation of detectable warning surface (truncated domes). Truncated dome material shall be Safety Yellow in color. Final determination of constructed curb ramp ADA compliance will be based on current CBC requirements, and curb ramp shall meet current American with Disabilities Act (ADA) guidelines.

At those locations where box lids fall within the area of the detectable warning surface the Contractor shall present solution(s) for installation of truncated domes on the lid surface

such that a continuous field of domes is maintained as specified in the standard specifications. The Engineer will review proposed solutions and approve those method(s) which are found to be suitable prior to implementation by the Contractor.

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Coordination efforts should be made early on in the Contract for those items that may require a long lead-in time or may involve significant interaction with utility company personnel.

10.25-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.26 REPAIR SANITARY SEWER PIPE

10.26-1 GENERAL

10.26-1A Summary

Work shall consist of excavating approximately 8-10 feet below paved surface to the damaged sanitary sewer main to be marked out by the Engineer. Contractor to remove approximately 2-foot damaged section of 6-inch diameter sewer pipe (VCP) and replacing with 6-inch PVC-SDR 26 pipe secured with flexible coupling with stainless steel band. Backfill section in accordance with City Standard Trench Detail ST-610.

10.26-1B Testing & Acceptance

District staff will perform a final video inspection of the sewer repair. Prior to backfill and upon completion of the repair, the Contractor shall coordinate with John Caravallo with the Seaside County Sanitary District at (831) 901-4612 to schedule the video inspection. The Contractor is responsible to correct and repair all damages and defects found during the review of the final video inspection. Damages shall include but not limited to leaks, cracks, unsecured joints, and others which in the opinion of the Engineer are not acceptable and would impair the serviceability of the sewer system.

10.26-2 MATERIALS

Proposed sanitary sewer pipe shall be 6-inch PVC-SDR 26 pipe.

Pipe couplings shall be Gripper Gasket MAXADAPTOR with torque of 80 in/lbs installed. Other pipe couplings may be used if approved by Engineer.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semi-matte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the

pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooths and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.

10.26-3 MEASUREMENT AND PAYMENT

Measure and Payment for Repair Sanitary Sewer Pipe will be on a unit cost basis as identified in the Bid Schedule. Such payment will be considered fully compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Repair Sanitary Sewer Pipe, complete in place including, excavation, shoring, removal, off-haul, disposal of all damaged pipe, aggregate base, compacting subbase materials, HMA, tack coat, and clean-up, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

10.27 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

10.27-1 GENERAL

10.27-1A Summary

Work consists of replacing all existing pavement striping and markings, placing temporary striping, and making modifications indicated on the Plans and in the specifications.

Thermoplastic traffic stripes (traffic lines), painted traffic stripes, and pavement markings 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. Pavement Markers shall conform to the provisions in Section 81-3 "Pavement Markers", of the Standard Specifications and these Special Provisions.

10.27-2 MATERIALS

10.27-2A General

10.27-2B Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD. Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247.

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the Plans.

10.27-2C Paint

Paint for traffic stripes, pavement markings and red, blue, yellow, green and white curb paint shall comply with Section 84-2.02C, "Paint", of the Standard Specifications and these Special Provisions at the locations shown on the plans and as directed by the Engineer.

White and Yellow paint shall be Waterborne Traffic Line conforming to the requirements of Department of Transportation Specification PTWB-01R2.

10.27-2D Curb Paint

Paint shall be Ennis Flint Standard Fast Dry Waterborne Traffic Paint or an approved equivalent. If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length. All existing curb paint shall be removed prior to application of new paint.

Color codes for Ennis Flint are as follows:

- Red 985204
- White 985201
- Blue 985205
- Yellow 985202
- Green 985206

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive curb paint. Application shall consist of two separate coats of traffic paint of the appropriate color applied to the face and top of the curb. Paint shall be used at its manufactured consistency.

10.27-2E Glass Beads

Glass beads applied to molten thermoplastic material shall be Type 2 beads complying with AASHTO M247. Glass beads shall have a coating that promotes adhesion of the beads to thermoplastic.

A certificate of compliance and test results for each lot of beads shall be submitted by Contractor specifying the E.P.A. test methods used and tracing the lot to the specific test sample. Testing for lead and arsenic content shall be performed by an independent testing laboratory.

10.27-2F Raised Pavement Markers (RPMs)

RPMs shall comply with Section 81-3.02C "Retroreflective Pavement Markers", of the Standard Specifications and these Special Provisions RPMs shall be placed to the line established by Contractor and approved by Engineer, that shall consist of temporary painted line or new or existing stripes, one for each line of markers. All additional work necessary to establish satisfactory lines for RPMs shall be performed by Contractor.

RPMs shall be cemented to the pavement using a hot melt bituminous adhesive. Materials used in hot-melt bituminous adhesives shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199. Hot-melt bituminous adhesive material, when homogeneously mixed with filler material, shall conform to the Standard Specifications.

Bituminous adhesive shall be heated indirectly as an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by Manufacturer and shall not be applied at temperatures greater than 425°F nor less than 375°F.

RPMs shall be placed in position and pressure applied until firm contact is made with the pavement immediately after application of the adhesive.

A certificate of compliance shall be submitted by Contractor for each type of RPM used.

10.27-3 CONSTRUCTION

10.27-3A General

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

10.27-3B Existing Striping and Markings

Traffic striping and pavement markings shall be replaced within the limit of pavement rehabilitation and, if necessary, carried fifty (50) feet into the cross street onto pavement that is not being replaced. Methods of application of traffic striping, curb and pavement markings, and pavement markers shall conform to Section 314, "Traffic Striping, Curb and Pavement Markings, and Pavement Markers," of Standard Specifications, manufacturer's requirements, and these Special Provisions.

Contractor shall be responsible for verifying the proposed Striping Plan with Engineer and establishing dimensions for lane widths and all other features existing or shown on the Plans prior to removing, obliterating, covering any existing striping, or starting work on the affected street. For crosswalks, Contractor shall mark on the curb face a point, showing where the extension of the crosswalk intersects, to ensure that the crosswalk alignment shall be installed to pre-existing conditions. Verified and dimensioned Striping Plan must be submitted to Engineer and approved prior to commencing any striping and marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by Contractor. Owner will not provide any assistance, information, or materials to Contractor. It shall be entirely the responsibility of Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by Engineer, shall be the responsibility of Contractor.

In areas where existing striping must be changed to conform to revised striping pattern, conflicting striping shall be removed by sandblasting, grinding, or other methods as specified in Standard specifications or as approved by Engineer. In areas to be overlaid, Contractor must remove all existing thermoplastic striping and raised pavement markers. This shall include striping outside the limits of work as necessary. If only a portion of a crosswalk is damaged or obliterated, both lines of the crosswalk shall be completely replaced. Temporary yellow marking tape shall be used to denote school crosswalks.

When Contractor's work removes or reduces the visual appearance of a lane line or centerline, Contractor shall replace all striping between the adjacent intersection in both directions. Where a median exists, this work shall be required only in the roadway where the work occurred, unless a detour that altered the pavement markings occurred in the other roadway. In this case the striping will be replaced in both directions.

10.27-3C Cat Tracking/Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, "Construction", of the Standard Specifications and as modified below.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement marking shall be performed by Contractor. Owner will not provide any assistance, information, or materials to Contractor. It shall be entirely Contractor's responsibility to perform.

Contractor shall layout the traffic striping and marking pattern with temporary "cat track" striping after the construction is completed and before the roadway is made available for use by traffic. Contractor shall be responsible for the maintenance of temporary striping until the completion of final striping and marking operations. Tabs for all lane lines, centerlines, crosswalks, and limit lines shall be the same color as the striping being replaced. Tabs shall be 2" x 3-1/2" and have a reflective lens across the width of the marker.

Contractor shall physically tie down the location of the beginning and end of each paint or thermoplastic marking type on the adjacent curb top. This marking shall not exceed fifty (50) square inches each. Any locations exceeding fifty (50) square inches shall be removed prior to acceptance of the work. Cat tracking for layout of striping and pavement markings 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 twelve (12) feet apart on curves nor more than twenty-four (24) feet apart on straight segments. Temporary tab markers shall match the color of the traffic stripes being replaced.

Prior to application of permanent stripes and markers, Contractor shall call for a review and approval of the proposed striping by Owner Engineer or Agent. Owner will have the right to make changes in the location and alignment of line stripes. Striping shall not be applied until approval is granted. Three (3) days will be allowed for review by Owner.

Multiple mobilizations of the striping crews and equipment may be required throughout the Project.

Contractor shall provide temporary striping per the final Striping Plan on cold planed surfaces where existing lane lines have been obliterated and on HMA surface course. Black out will not be allowed. Cat tracking must be provided on the same day as the surface course. If Contractor does not follow the final layout, Owner may require Contractor to re-apply the treatment.

Contractor shall replace all striping that has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street, even in the event that Contractor's work may not extend that far. Crosswalks shall be completely repainted, even if only a portion of a line has been obliterated.

When Contractor's work removes or reduces the visual appearance of a lane, centerline, stop bar, limit line, crosswalk, etc., Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work shall be required only in the roadway where the work has occurred unless a detour that altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

10.27-3D Pavement Stencils

Pavement stencils shall conform to Caltrans Standard Plans and Details.

10.27-3E Reflective and Raised Pavement Markers

Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the Plans or modified herein.

10.27-3F Pavement Delineation - Thermoplastic

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as agreed upon by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 85, "Pavement Markers"; and the Special Provisions.

10.27-3G Pavement Markers

Pavement Markers shall be placed to the line established by Contractor and approved by Engineer. Line shall consist of temporary painted line or new or existing stripes. One for each line of markers. All additional work necessary to establish satisfactory lines for markers shall be performed by Contractor.

Increases or decreases of more than 25% shall not apply to Contractor items involving striping and pavement markers.

Hot-melt adhesive shall be capable of bonding ceramic and plastic pavement markers to PCC and HMA when the roadway surface and pavement marker temperatures are in the range of 40°F to 160°F. Compositions must be such that their properties will not deteriorate when heated to and applied at temperatures up to 425°F using either air or oil-jacked melters.

Materials used in hot-melt bituminous adhesives shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199.

Markers shall not be placed when the pavement or air is less than 50°F. Blast cleaning shall be required. When bituminous adhesive is used for the placement of pavement markers, traffic control shall conform to the requirements of "Traffic Control" in these Special Provisions.

10.27-3H Cleanup

Upon completion of installing of traffic striping, pavement markings, raised pavement markers, and curb paint, Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, tracked thermoplastic materials and curb markings, all of that shall be removed immediately from the pavement surface by methods approved by Engineer.

10.27-3I Equipment

On collectors, pavement striping shall be applied with a full-sized striping truck and shall be equipped with a data logger system that shows the actual material application rate and film thickness.

10.27-3J Schedule

Temporary striping shall be placed on the same day that existing traffic striping and markings are removed and the same day that new pavement surface is placed.

Finished striping and marking shall not be applied until 14 calendar days after construction has been completed and shall be applied within five (5) working days after the initial 14 days unless otherwise directed by Engineer.

Liquidated damages of \$250 per street per each day or part thereof will be applied for failure to comply with the requirements of temporary or permanent installation of traffic striping, pavement markings, or RPMs.

10.27-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.28 ROADSIDE SIGNS AND OBJECT MARKERS

10.28-1 GENERAL

10.28-1A Summary

Work consists of salvaging, removing, replacing, and installing roadside signs, posts, and pedestrian barricades, or making modifications as shown on the Plans and in the Specifications. Unless otherwise specified signs shall conform to the California MUTCD. Each sign shall consist of a base, standard or framework, and a sign panel. Sign units shall be capable of being delivered to the work site and placed into immediate operation. Object markers shall conform to the California MUTCD.

10.28-1B Submittals

Contractor shall submit material data sheets for the following: signs, posts, mounting sleeves, and setting grout.

10.28-2 MATERIAL

10.28-2A General

10.28-2B Concrete

Concrete for sign post foundation shall be 2500 psi concrete, either prepackaged or ready mix.

10.28-2C Grout

Post-setting grout at sleeves shall be by an approved manufacturer.

10.28-2D Posts

Posts for roadside signs shall conform to State Standard Plan RS1 and RS4. Posts shall be 12-gage galvanized steel, 2 inch diameter round poles.

10.28-2E Mounting Sleeves

Mounting sleeves shall be 12-gage galvanized steel, 2.5 inch diameter. Roadside signs shall be installed with galvanized fastening hardware to poles at the locations shown on the Plans and as directed by Engineer.

10.28-2F Signs

Sign panels shall be fabricated from 1/16-inch minimum thickness aluminum and have High Intensity Prismatic (HIP) sheeting meeting current MUTCD retro-reflectivity requirements. New signs shall match existing panel sizes and shall have the manufacture date stamped on the lower back in a manner that is clearly visible after installation.

Temporary and permanent signs shall be free of blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of twenty-five (25) feet. Face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. Front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive overspray, and aluminum marks.

Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

10.28-3 CONSTRUCTION

10.28-3A General

10.28-3B Removal

Where specified on the Plans, Contractor shall remove existing signs. Contractor shall verify if pole can be reused at the same location for installation of new signs. If not, removal shall include sign, pole, and buried concrete pole base. Contractor shall backfill void with topsoil in landscape areas and aggregate base or controlled density fill (CDF) under pavement areas. For removal of post embedded in concrete facility, Contractor shall cut post flush with surface and fill void with non-shrink grout.

10.28-3C Post Foundations

Contractor shall install signs square and plumb. Where possible, Contractor shall align sign posts in a straight continuous line. Sleeve shall extend four (4) inches above top of finish concrete elevation.

10.28-3D Landscape Area

Post holes shall be eight (8) inches in diameter and thirty (30) inches deep. Concrete shall be thoroughly mixed to four (4)-inch maximum slump. Contractor shall place concrete to the surface of the turf or mulch. Contractor shall even up vertical edges with trowel at least two (2) inches below top. Contractor shall finish top of concrete with trowel and slope away from pole. Medium broom finish shall be applied to exposed concrete base.

10.28-3E Sidewalk and Concrete Areas

Contractor shall core 8-inch diameter hole thirty (30) inches deep. Concrete shall be mixed thoroughly to 4-inch maximum slump. Contractor shall finish top of concrete even with existing concrete, to match existing finish.

10.28-3F Post Installation

Contractor shall install post in mounting sleeve so bottom of post is six (6) inches from top of sleeve. Contractor shall rivet post to mounting sleeve or bolt using tamper-proof bolts.

10.28-4 MEASUREMENT AND PAYMENT

Reserved, see SECTION 9. BID ITEM DESCRIPTION.

10.29 FINAL CLEANUP

10.29-1 GENERAL

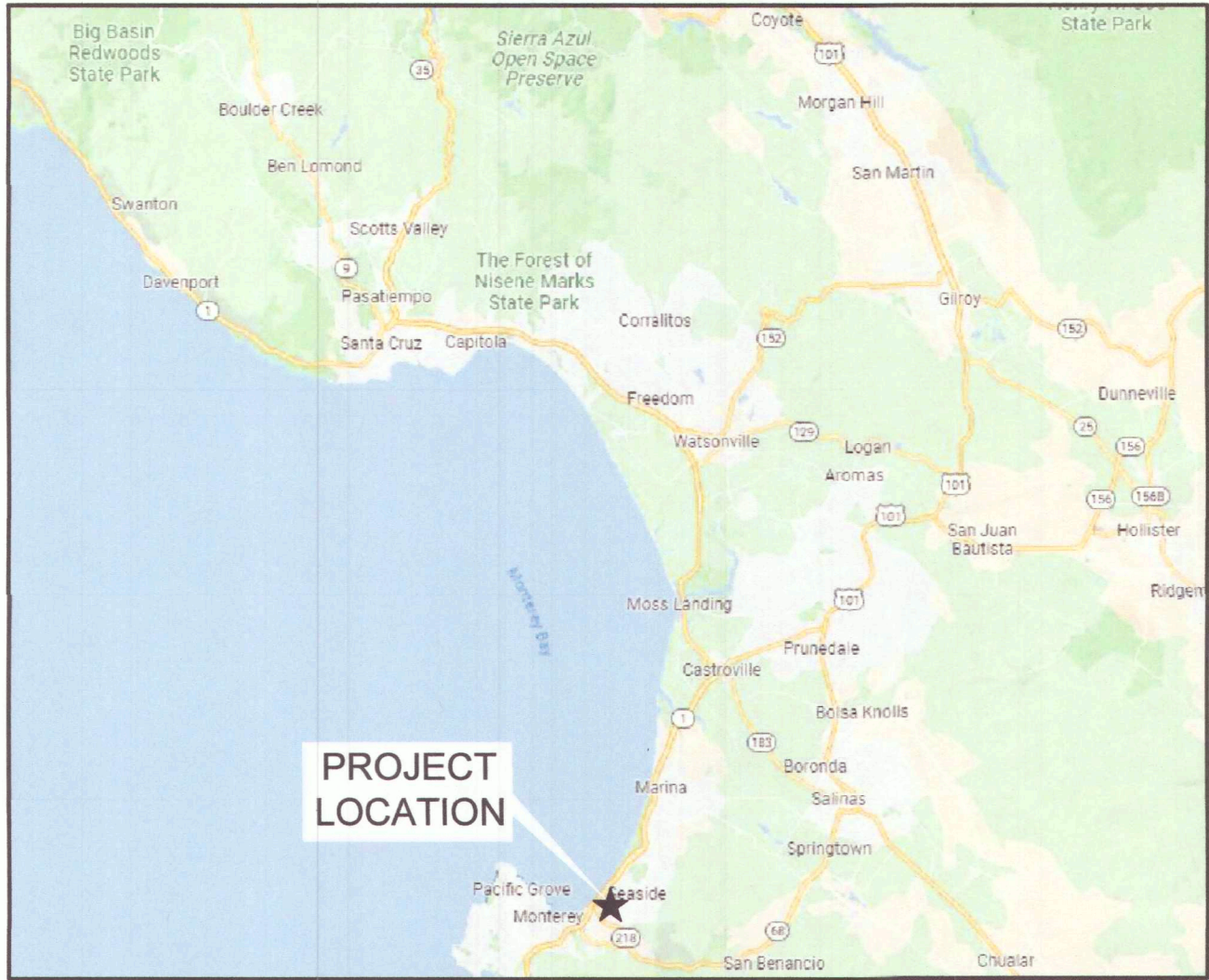
10.29-1A Summary

Before final inspection of the work, Contractor shall clean the work and all ground occupied by Contractor in connection with the work, or all rubbish, excess materials (including liquid asphalt), and equipment.

10.29-2 MEASUREMENT AND PAYMENT

Measurement and Payment for Final Cleanup shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed, therefor.

CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
CITY PROJECT NO. 212-24-89



VICINITY MAP
NTS
NORTH

GENERAL NOTES:

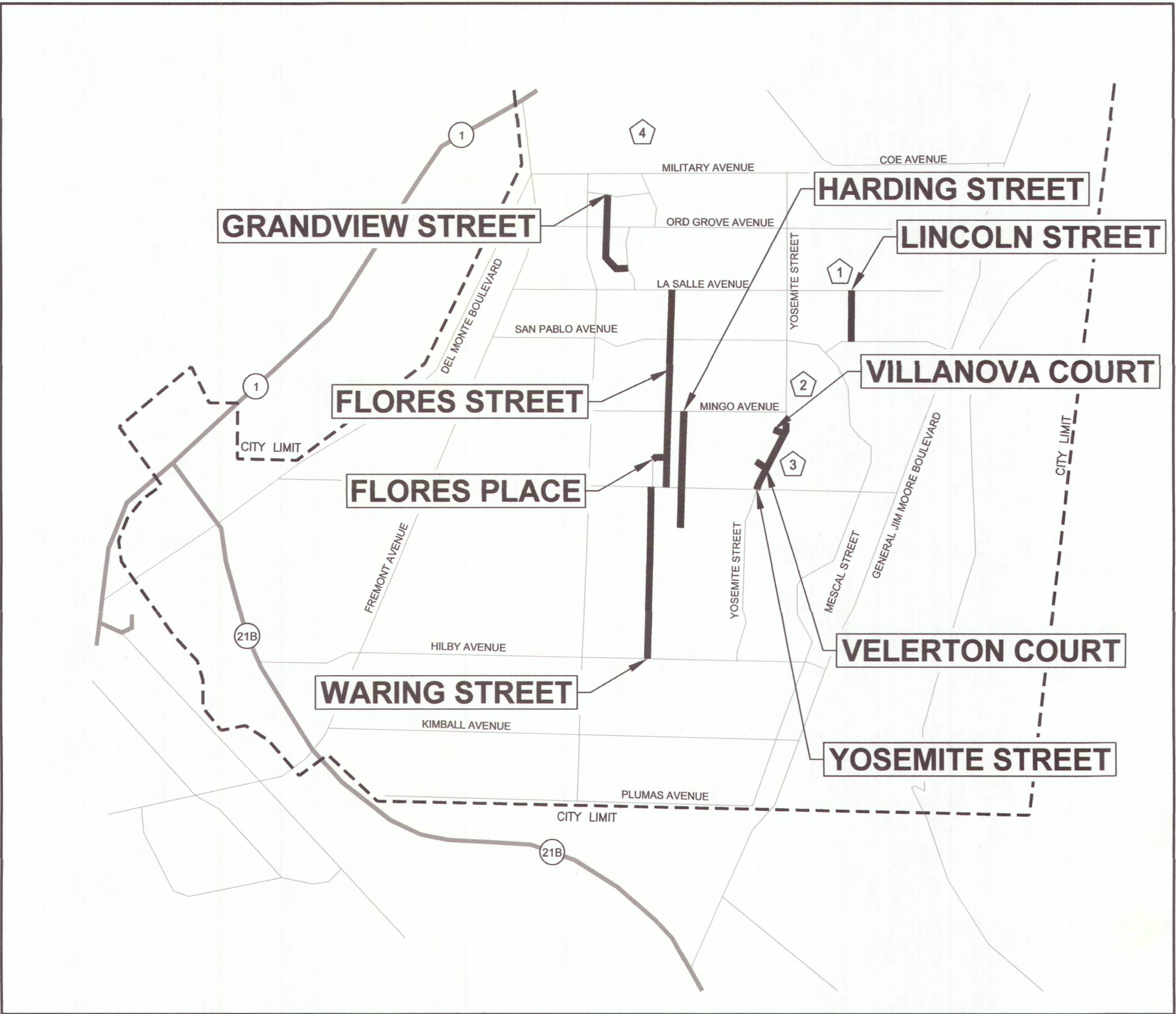
1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES &/OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES BEFORE STARTING WORK (48 HOURS NOTICE REQUIRED).
3. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO ALLOW UTILITY OWNERS TO MARK THE LOCATION OF THEIR RESPECTIVE UNDERGROUND FACILITIES/UTILITIES, PUBLIC OR PRIVATE, SHOWN OR NOT SHOWN ON THESE PLANS.
4. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL TRAFFIC CONTROL & DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION. LANE CLOSURES SHALL CONFORM TO STATE STANDARD PLANS.
5. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS & EGRESS TO ALL PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS OTHERWISE SHOWN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGES TO THE SITE OR THE SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING FACILITIES THAT ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO THE PROPOSED & EXISTING DRAINAGE FACILITIES FROM EXISTING & NEW PAVEMENT.
8. CONTRACTOR SHALL DISPOSE OF ALL PROJECT WASTE IN A LEGAL MANNER.
9. ADJUST ALL UTILITY FRAMES, COVERS & VAULTS WITHIN LIMITS OF PAVING TO FINISHED GRADE AFTER THE PLACEMENT OF FINAL HMA SURFACE COURSE, EXCEPT WHERE NOTED OTHERWISE IN THESE PLANS.
10. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL TRAFFIC STRIPING, PAVEMENT MARKINGS & CURB PAINT DAMAGED OR OBLITERATED WITHIN LIMITS OF WORK. TRAFFIC STRIPING, PAVEMENT MARKINGS & CURB PAINT SHALL MATCH EXISTING UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE CITY. ALL STRIPING SHALL BE THERMOPLASTIC & SHALL BE REPLACED PER CALTRANS 2023 STRIPING DETAILS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPILING AN EXISTING TRAFFIC STRIPING & PAVEMENT MARKING PLAN PRIOR TO REMOVING, OBLITERATING, OR COVERING ANY EXISTING STRIPING & PAVEMENT MARKINGS, OR STARTING WORK ON AFFECTED STREET. THIS PLAN MUST BE SUBMITTED TO THE ENGINEER & APPROVED PRIOR TO COMMENCING ANY WORK ON THE AFFECTED STREET.
12. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING SURVEY MONUMENTS LOCATED WITHIN WELLS WITHIN THE LIMITS OF & ADJACENT TO WORK. IF AN EXISTING MONUMENT IS DISTURBED, THE CONTRACTOR, AT THEIR OWN EXPENSE, SHALL BE RESPONSIBLE FOR RESETTling THE MONUMENT PER RECORD INFORMATION & RECORD IT.

PLANS APPROVED FOR CONSTRUCTION

Nisha Patel
NISHA PATEL, RCE #72491
CITY ENGINEER

4-23-24
DATE

SHEET INDEX			
SHEET NO.	SHEET TITLE	SHEET DESCRIPTION	BASE BID/ALTERNATE
1	TITLE SHEET	-	-
2 - 4	FLORES PLACE & FLORES STREET	BROADWAY AVENUE TO LA SALLE AVENUE	BASE BID
5 - 6	GRANDVIEW STREET	LUXTON STREET TO CIRCLE AVENUE	
7	HARDING STREET	ELM AVENUE TO MINGO AVENUE	
8	LINCOLN STREET	SAN PABLO AVENUE TO LA SALLE AVENUE	
9 - 10	WARING STREET	HILBY AVENUE TO BROADWAY AVENUE	
11	YOSEMITE STREET	BROADWAY AVENUE TO ~70 LF S/O MINGO AVENUE	BID ALTERNATE 1
12 - 13	CONTROL POINT DATA SUMMARY	LOCATION MAPS, CONTROL POINT TABLES, & CURB RAMP NOTES	-
14 - 19	ENLARGEMENTS A - F	CURB RAMPS @ FLORES STREET	BASE BID
20 - 23	ENLARGEMENTS G - J	CURB RAMPS @ GRANDVIEW STREET	BASE BID
24	ENLARGEMENT K	CURB RAMPS @ HARDING STREET	BASE BID
25	ENLARGEMENT L	CURB RAMPS @ LINCOLN STREET	BASE BID
26 - 30	ENLARGEMENTS M - Q	CURB RAMPS @ WARING STREET	BASE BID
31 - 33	ENLARGEMENTS R - T	CURB RAMPS @ YOSEMITE STREET	BID ALTERNATE 1
34	ENLARGEMENT U	R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE	BASE BID
35 - 36	DETAILS	-	-



- 1 ORD TERRACE ELEMENTARY SCHOOL
- 2 INTERNATIONAL SCHOOL OF MONTEREY
- 3 MARTIN LUTHER KING JUNIOR SCHOOL OF ARTS
- 4 SEASIDE HIGH SCHOOL

LOCATION MAP
NTS
NORTH

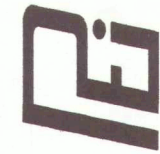
LEGEND

	REMOVE & REPLACE 4" HMA		APPROXIMATE PROPERTY BOUNDARY
	REMOVE, REGRADE, & PLACE 6" HMA		APPROXIMATE EASEMENT LINE
	REMOVE & REPLACE PCC SIDEWALK / CROSS GUTTER		BORING LOCATION
	REMOVE & REPLACE PCC CURB & GUTTER		ELECTRICAL VAULT COVER
	REMOVE & REPLACE HMA DIKE		"SILENT KNIGHT" MANHOLE COVER
	REMOVE & REPLACE HMA TRANSITION @ DRIVEWAY		WATER VALVE
	TYPE A1 KEYCUT		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	TYPE A2 KEYCUT		SEWER CLEANOUT (EX.)
	TYPE B1 KEYCUT		FIRE HYDRANT (EX.)
	TYPE B2 KEYCUT		BLUE RETROREFLECTIVE PAVEMENT MARKER
	TYPE B3 KEYCUT		SURVEY MONUMENT

	GAS VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "H"
	PRUNE & REMOVE TREE ROOTS		PROPERTY ADDRESS
	GRATE INLET (NEW)		FLOWLINE
	CATCH BASIN (EX.)		SIDEWALK
	CALTRANS STRIPING DETAIL "XX"		TOP OF CURB
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		EDGE OF PAVEMENT
	12" WHITE LIMIT LINE (THERMO)		TOP OF PAVEMENT
	12" WHITE CROSSWALK LINE (THERMO)		PORTLAND CEMENT CONCRETE
	12" YELLOW CROSSWALK LINE (THERMO)		HMA
	YELLOW LADDER CROSSWALK (THERMO)		R&R

	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "H"
	PROPERTY ADDRESS
	FLOWLINE
	SIDEWALK
	TOP OF CURB
	EDGE OF PAVEMENT
	TOP OF PAVEMENT
	PORTLAND CEMENT CONCRETE
	HMA
	REMOVE & REPLACE

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San Luis Obispo, CA 93401
805.781.2265

CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

TITLE SHEET



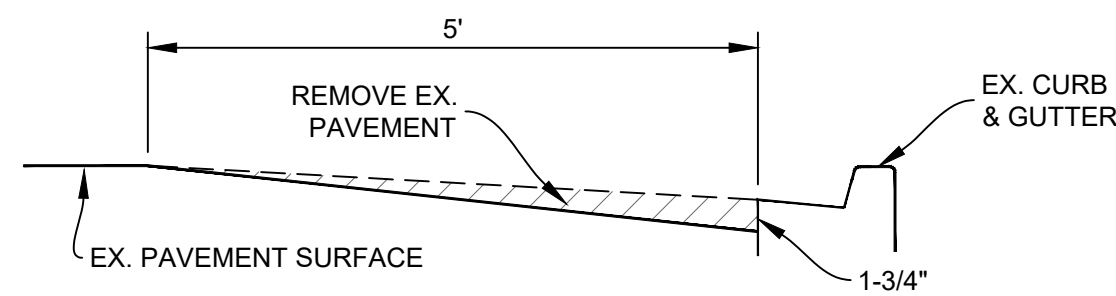
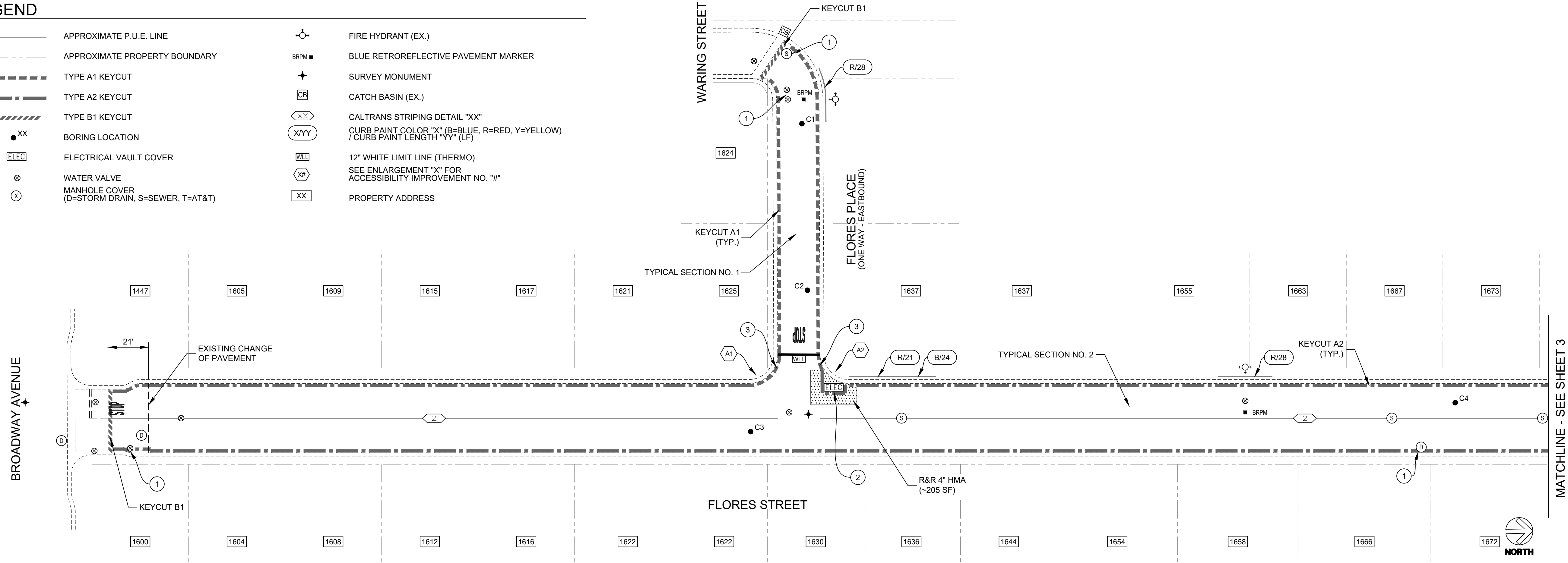
DRAWN BY:	BM, JL
PROJECT NUMBER:	230127
SCALE:	N/A
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

1 of 36

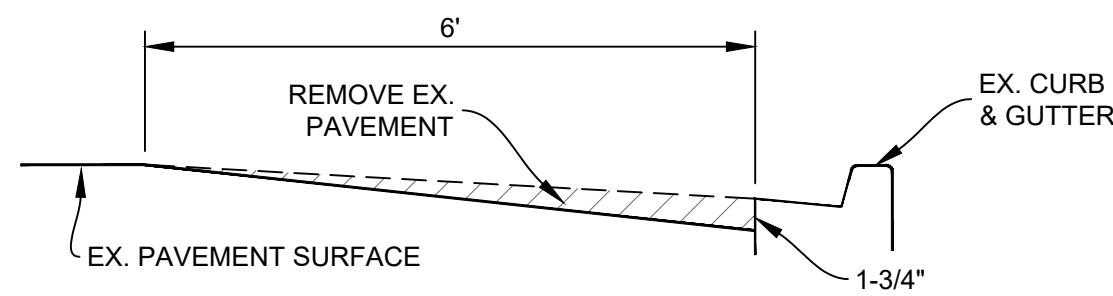
P:\R\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 9:59 AM

LEGEND

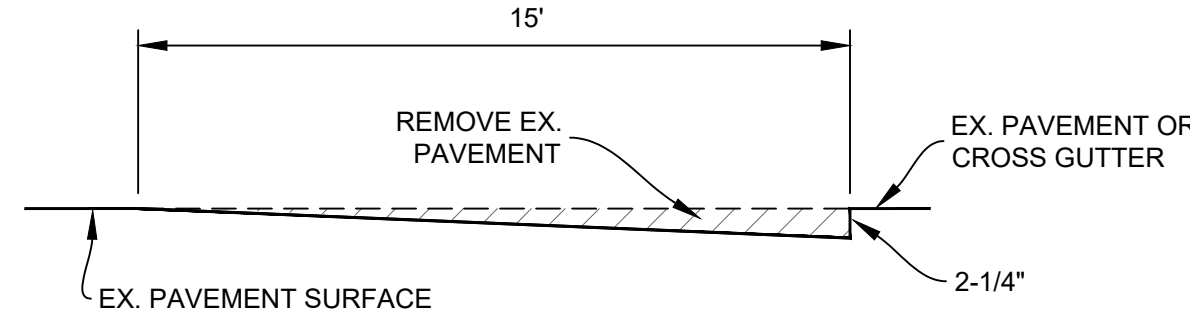
	APPROXIMATE P.U.E. LINE		FIRE HYDRANT (EX.)
	APPROXIMATE PROPERTY BOUNDARY		BLUE RETROREFLECTIVE PAVEMENT MARKER
	TYPE A1 KEYCUT		SURVEY MONUMENT
	TYPE A2 KEYCUT		CATCH BASIN (EX.)
	TYPE B1 KEYCUT		CALTRANS STRIPING DETAIL "XX"
	BORING LOCATION		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	ELECTRICAL VAULT COVER		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		PROPERTY ADDRESS



KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS



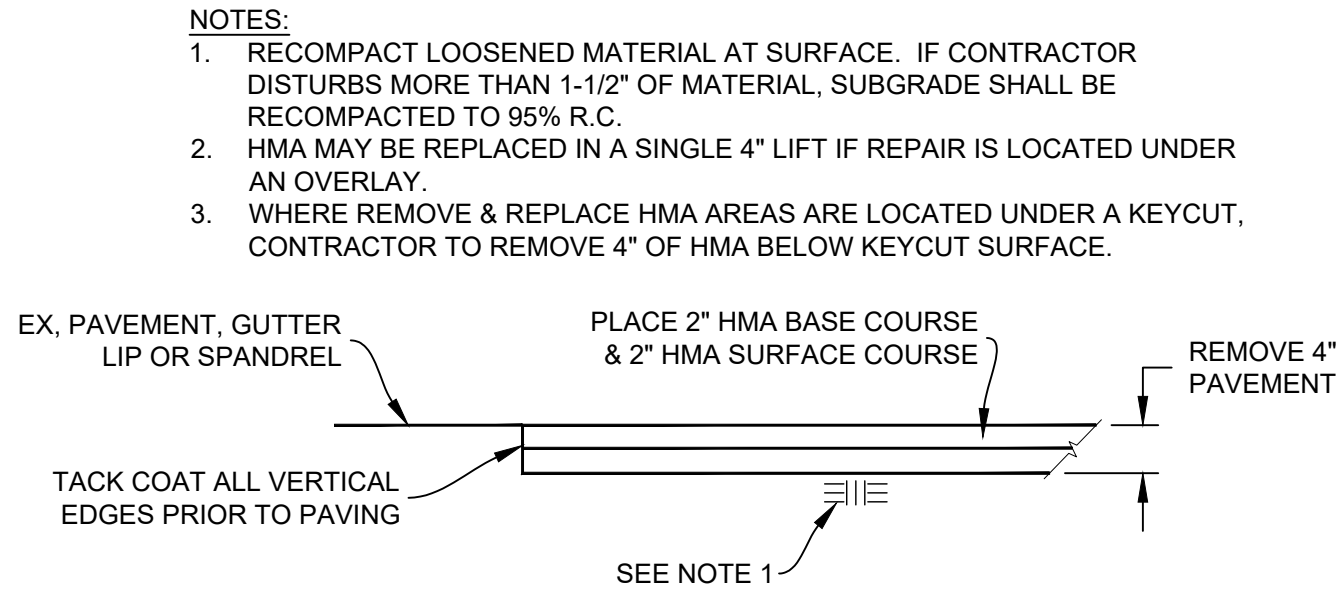
KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS



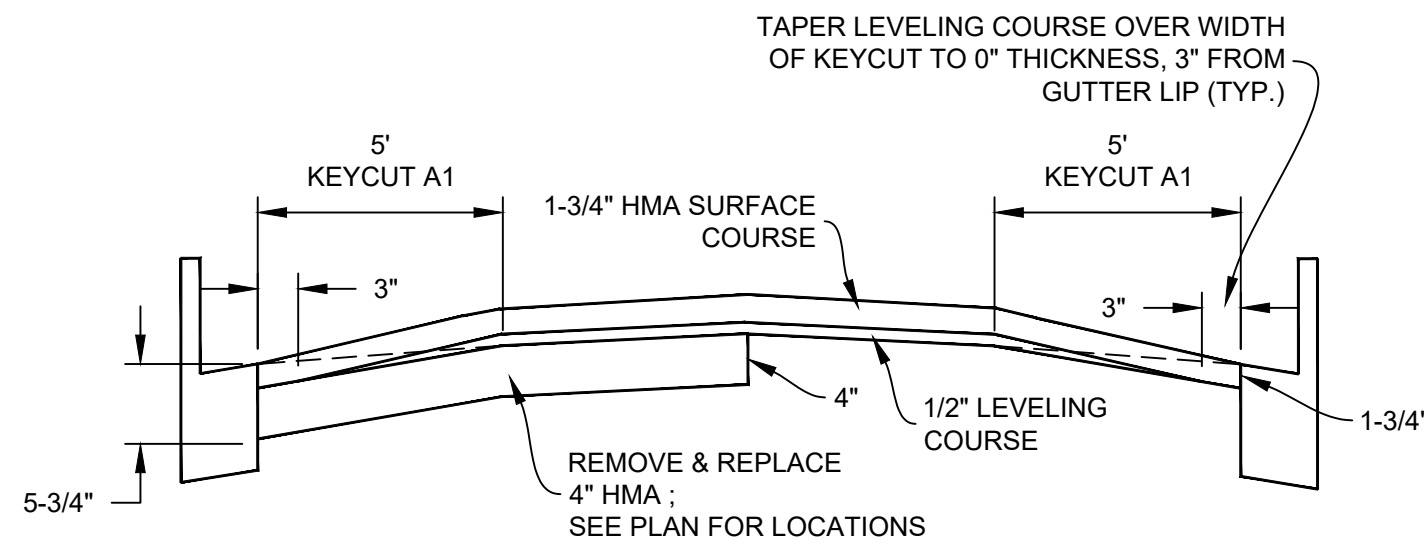
KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

CONSTRUCTION NOTES (SHEET 2):

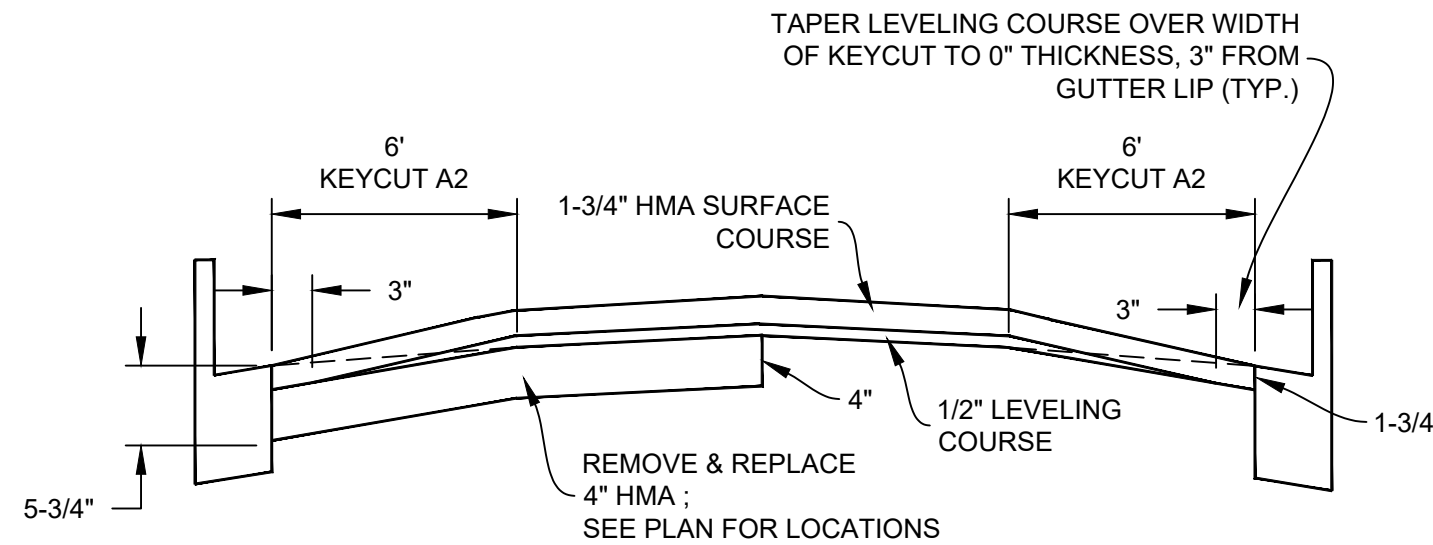
- LOWER UTILITY COVER PRIOR TO COLD PLANE.
- PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
- TRANSITION BETWEEN KEYCUT WIDTHS AROUND CURB RETURN.



REMOVE & REPLACE 4" HMA
NTS



TYPICAL SECTION NO. 1
NTS



TYPICAL SECTION NO. 2
NTS

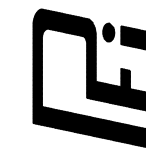
BORING LOG

NO.	AC	FABRIC (Y/N)
C1	2.75"	N
C2	2.75"	N
C3	2.5"	N
C4	2.25"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - FLORES PLACE & FLORES STREET

BROADWAY AVENUE TO ~250 FT S/O MINGO AVENUE



DRAWN BY: BM_JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

VERIFY SCALE

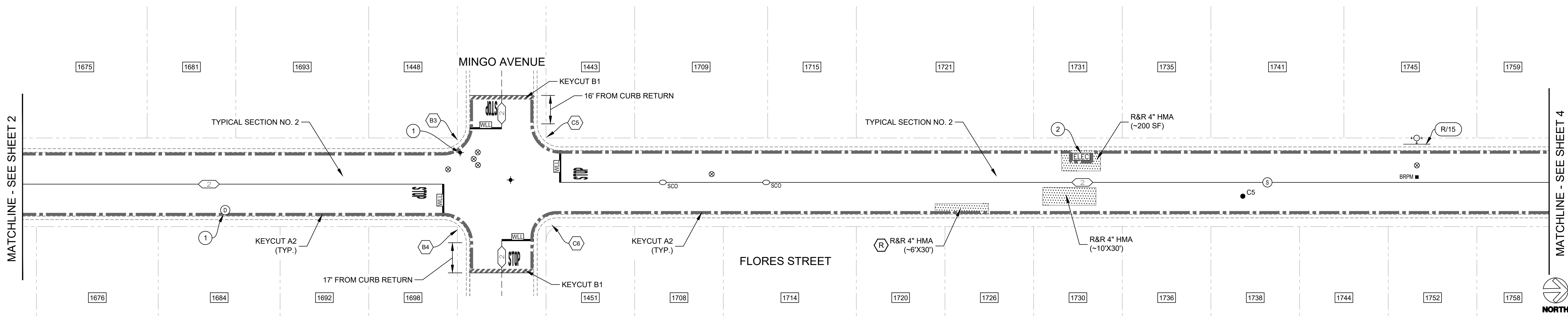
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

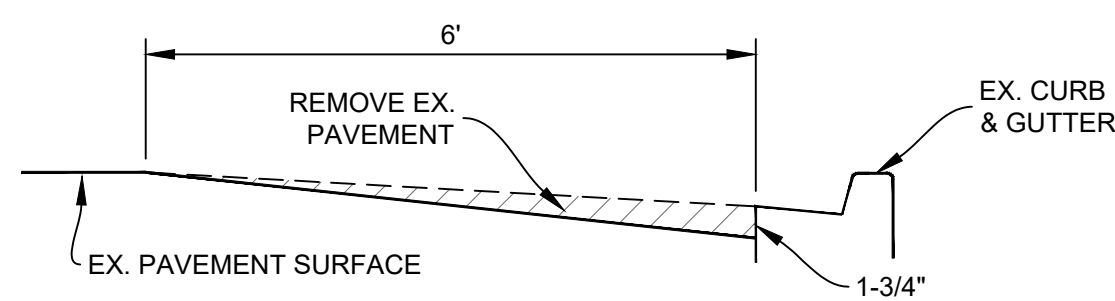
2 of 36

P:\R1\2\SHARED\DR\PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:00 AM

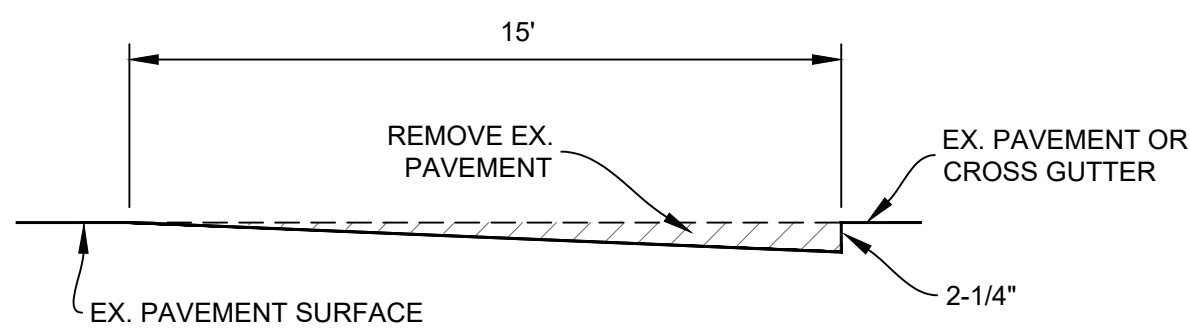


LEGEND

	REMOVE & REPLACE 4" HMA		FIRE HYDRANT (EX.)
	APPROXIMATE P.U.E. LINE		BLUE RETROREFLECTIVE PAVEMENT MARKER
	APPROXIMATE PROPERTY BOUNDARY		PRUNE & REMOVE TREE ROOTS
	TYPE A2 KEYCUT		SURVEY MONUMENT
	TYPE B1 KEYCUT		CALTRANS STRIPING DETAIL "XX"
	BORING LOCATION		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	ELECTRICAL VAULT COVER		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		PROPERTY ADDRESS
	SEWER CLEANOUT (EX.)		

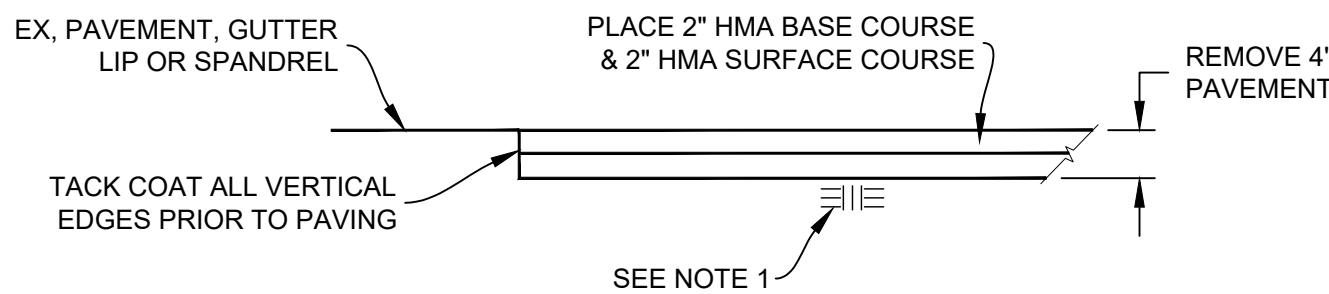


KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

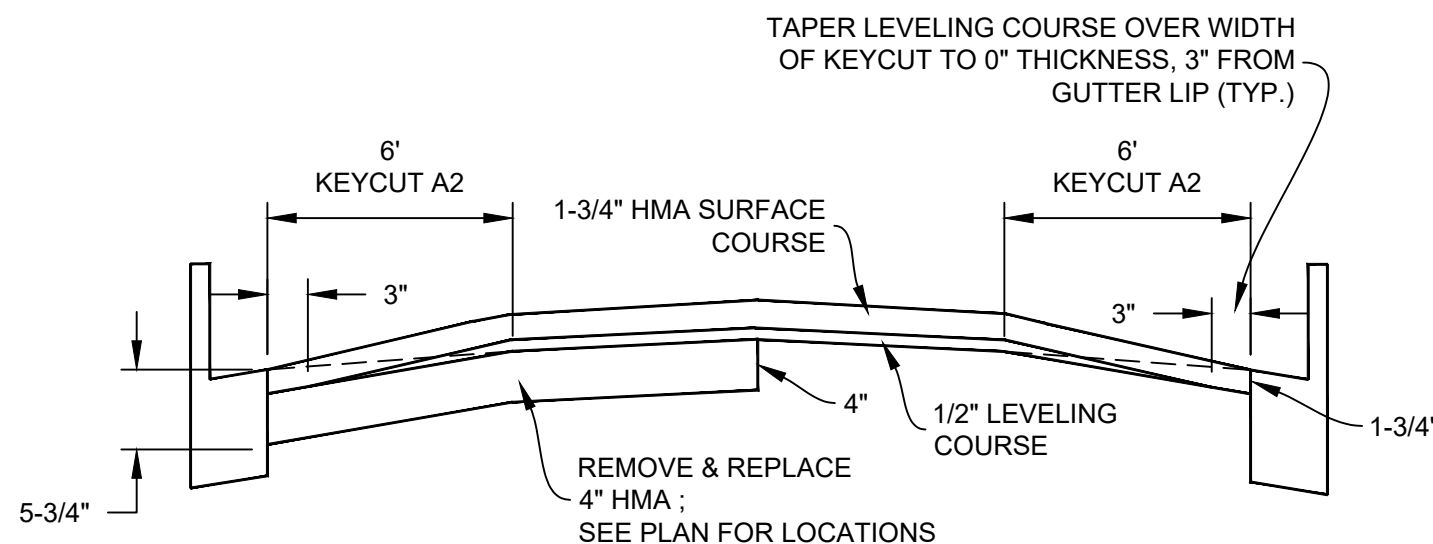


KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



TYPICAL SECTION NO. 2
NTS

CONSTRUCTION NOTES (SHEET 3):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.

BORING LOG

NO.	AC	FABRIC (Y/N)
C5	1.75"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - FLORES STREET

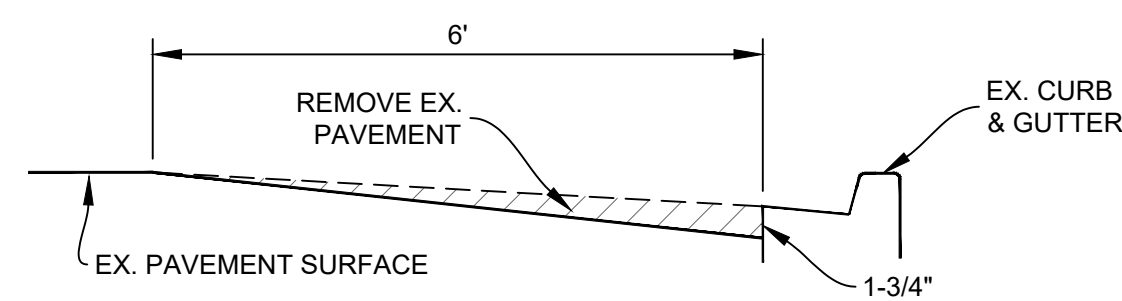
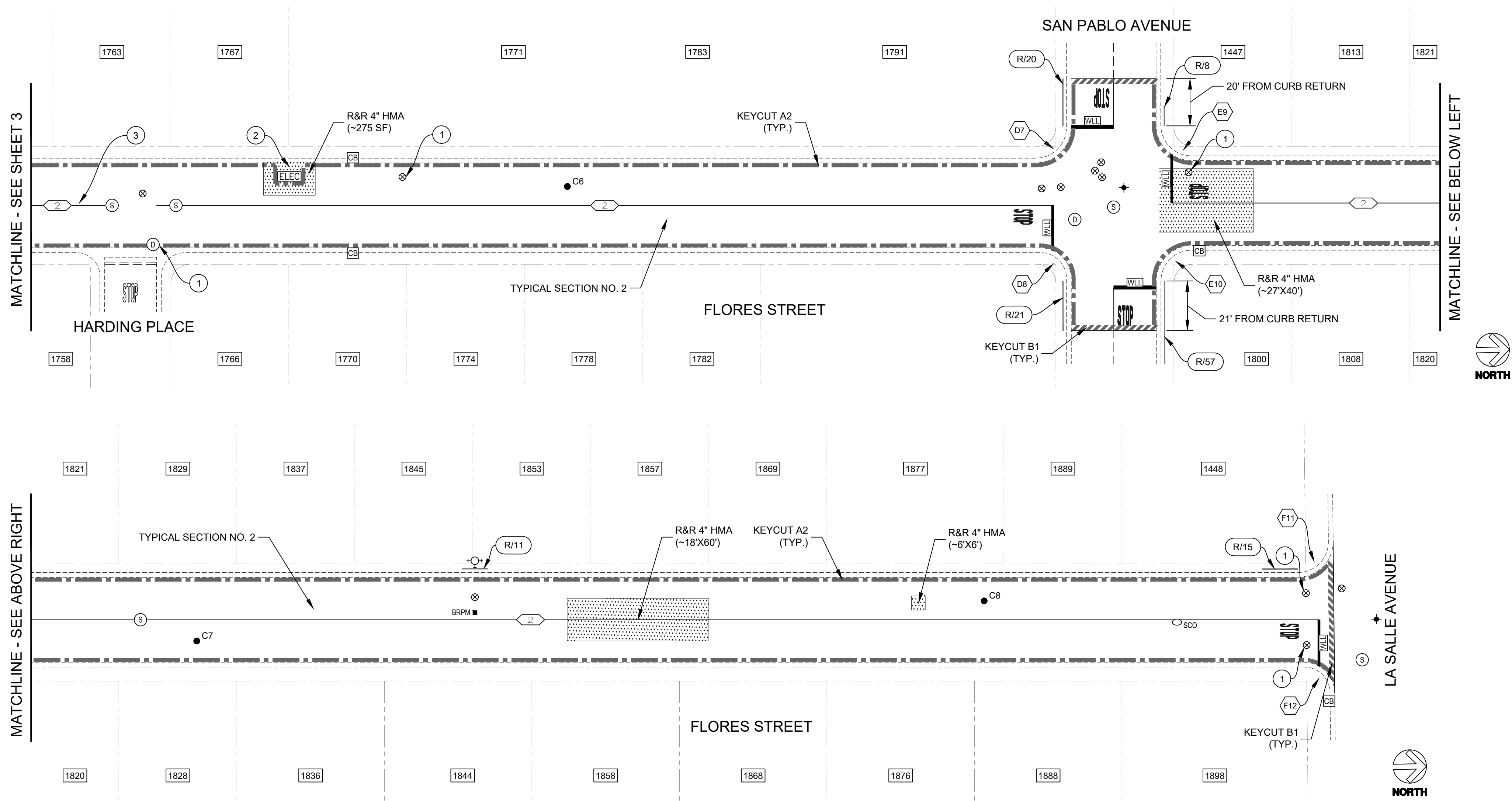
~250 FT SOUTH OF MINGO AVENUE TO HARDING PLACE



DRAWN BY:	BM, JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

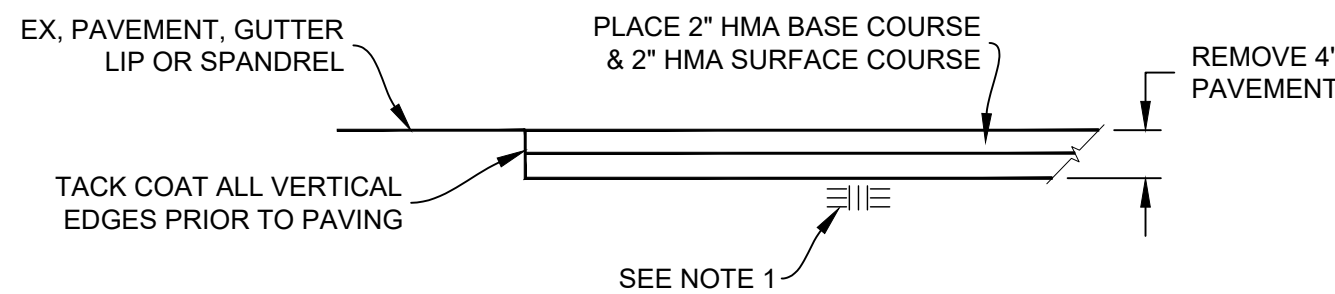
3 of 36

P:\R\2\SHARED\DR\PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:02 AM

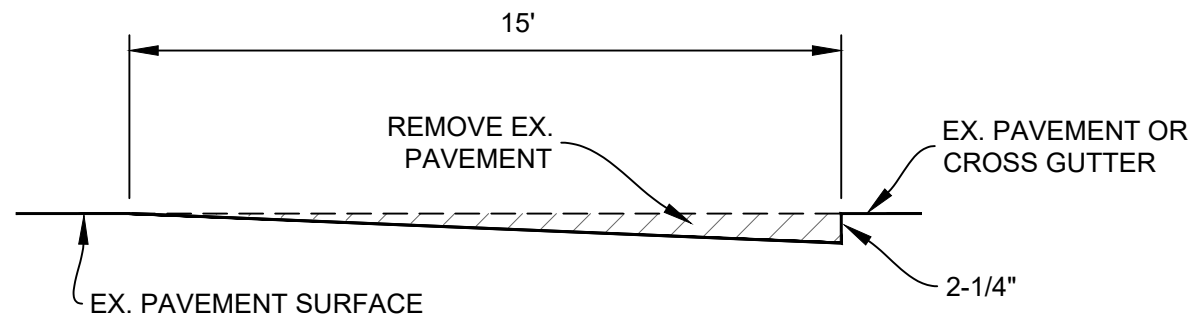


KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

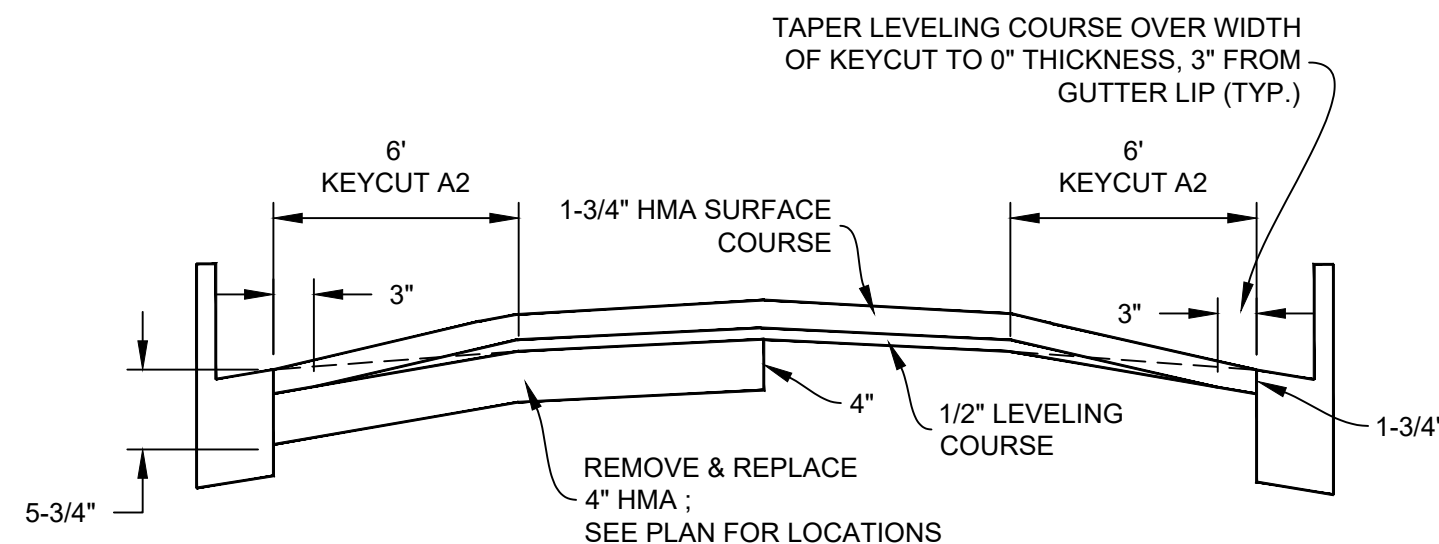
- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2\"/>



REMOVE & REPLACE 4\"/>



KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS



TYPICAL SECTION NO. 2
NTS

LEGEND

- REMOVE & REPLACE 4\"/>
- APPROXIMATE P.U.E. LINE
- APPROXIMATE PROPERTY BOUNDARY
- TYPE A2 KEYCUT
- TYPE B1 KEYCUT
- BORING LOCATION
- ELECTRICAL VAULT COVER
- WATER VALVE
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SEWER CLEANOUT (EX.)
- FIRE HYDRANT (EX.)
- BLUE RETROREFLECTIVE PAVEMENT MARKER
- SURVEY MONUMENT
- CATCH BASIN (EX.)
- CALTRANS STRIPING DETAIL "XX" CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
- 12\"/>
- SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
- PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 4):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
3. REPAIR EXISTING BREAK IN SANITARY SEWER LINE @ APPROXIMATE LOCATION SHOWN. SEWER DISTRICT TO IDENTIFY LOCATION OF REPAIR PRIOR TO CONSTRUCTION. SEE DETAILS ON SHEET 36 FOR ADDITIONAL INFORMATION.

BORING LOG

NO.	AC	FABRIC (Y/N)
C6	1.5"	N
C7	1.75"	N
C8	2"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - FLORES STREET

HARDING PLACE TO LA SALLE AVENUE



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

4 of 36



NORTH

NTS

NTS



REMOVE & REPLACE 4" HMA

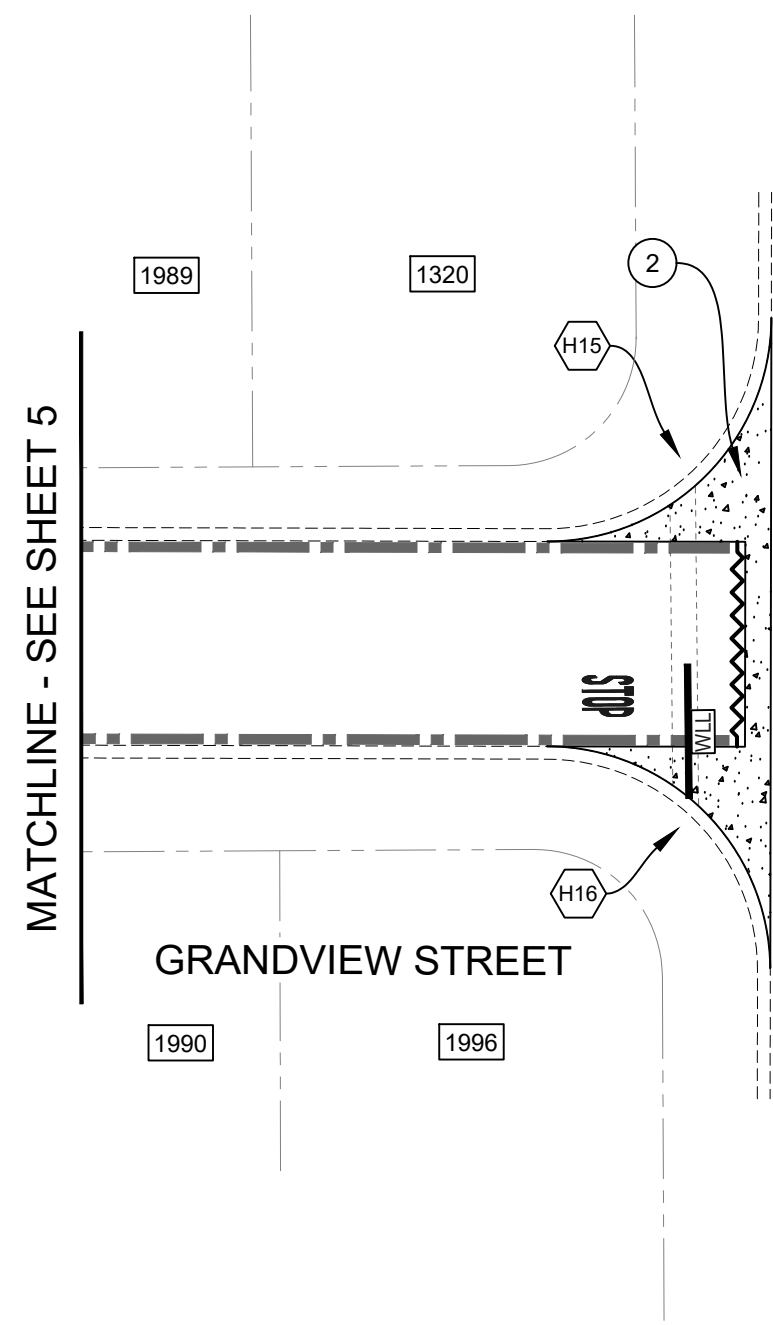


1) LOWER UTILITY COVER PRIOR TO COLD PLANE.

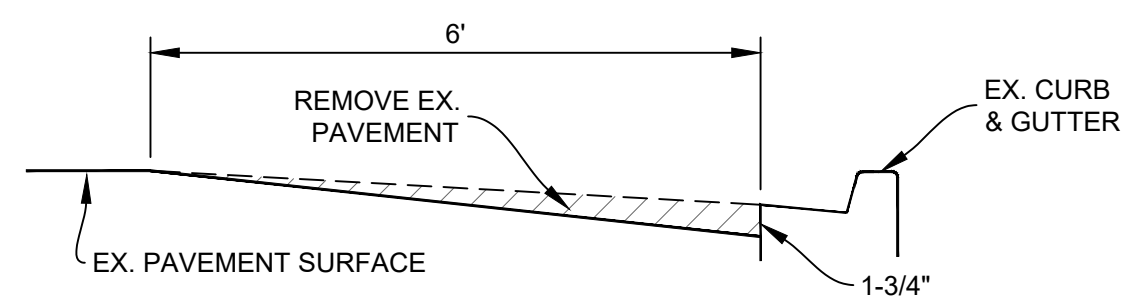
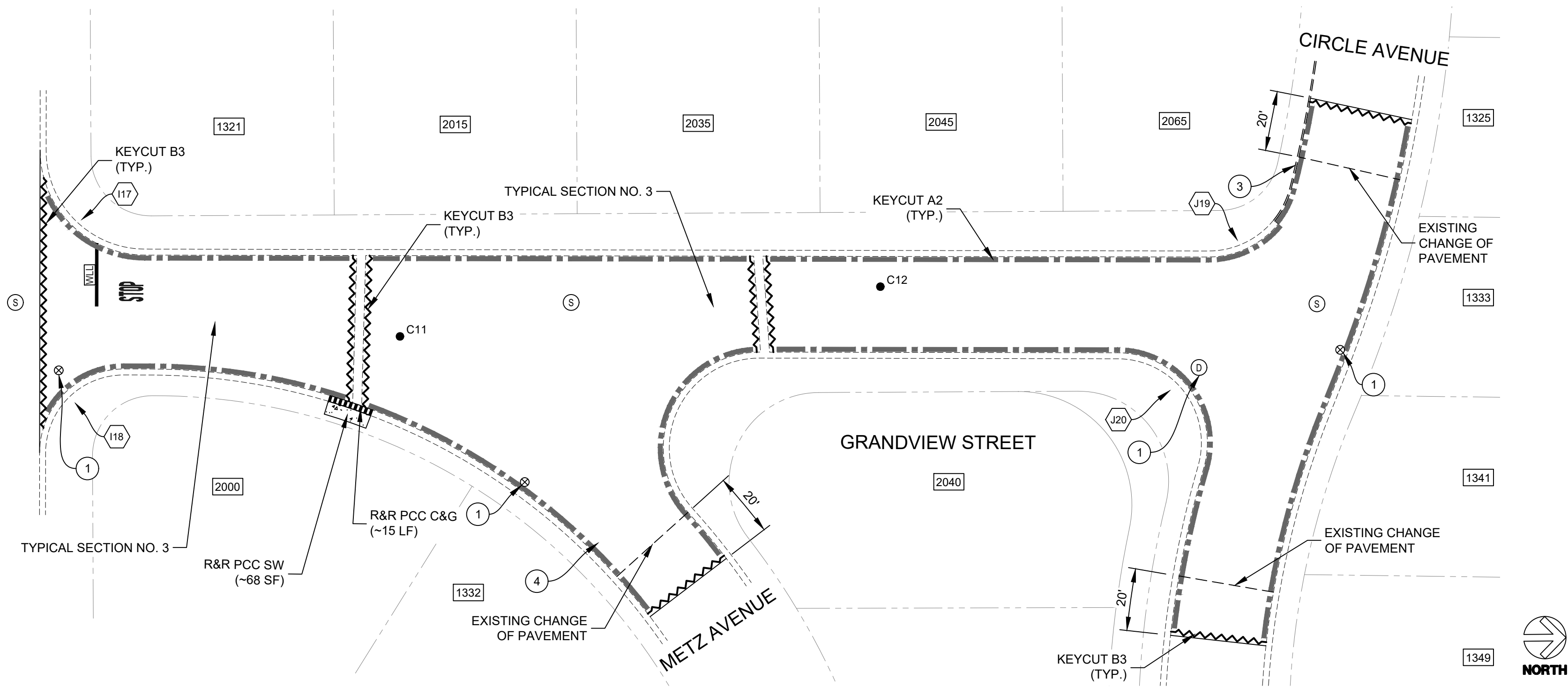
*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

5 of 36

P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_SITE\CD DWG - Plot Date: 4/17/2024 10:01 AM



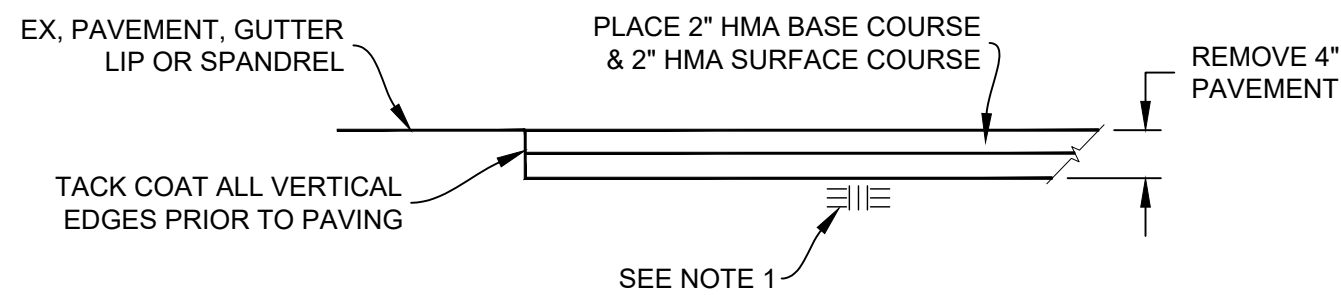
ORD GROVE AVENUE



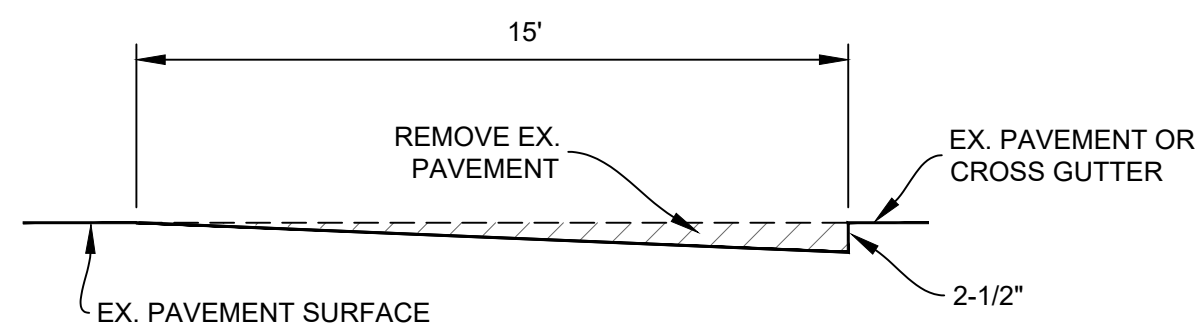
KEYCUT - TYPE A2
LONGITUDINAL KEYCUT
NTS

NOTES:

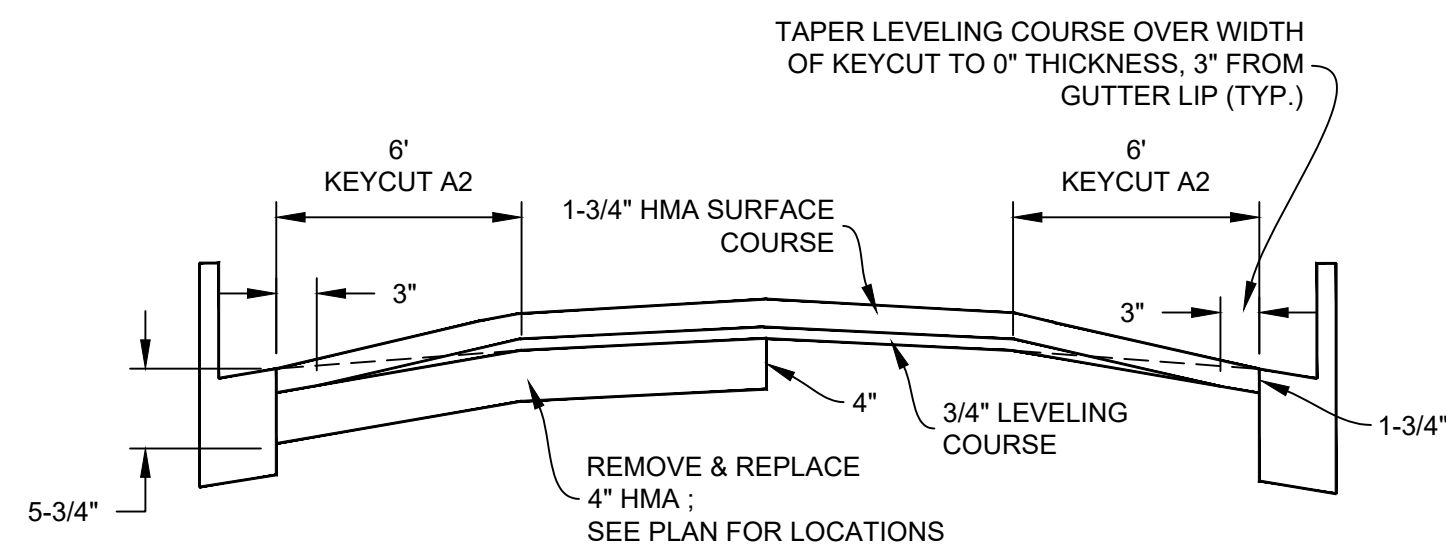
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B3
TRANSVERSE KEYCUT
NTS



TYPICAL SECTION NO. 3
NTS

LEGEND

- REMOVE & REPLACE 4" HMA
- REMOVE & REPLACE PCC SIDEWALK / CONSTRUCT PCC VALLEY GUTTER
- APPROXIMATE P.U.E. LINE
- APPROXIMATE PROPERTY BOUNDARY
- REMOVE & REPLACE PCC CURB & GUTTER
- TYPE A2 KEYCUT
- TYPE B3 KEYCUT
- BORING LOCATION
- WATER VALVE
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- 12" WHITE LIMIT LINE (THERMO)
- SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
- PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 6):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. REMOVE EXISTING CROSS GUTTER & CONSTRUCT PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106. SEE SHEET 21 FOR ADDITIONAL INFORMATION.
3. PROTECT IN PLACE EXISTING AC BERM.
4. INSTALL WHITE CONTINENTAL CROSSWALK BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.

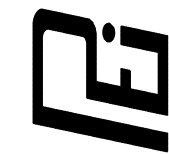
BORING LOG

NO.	AC	AB	ASB	R-VALUE	FABRIC (Y/N)
C11	0.5"	6.5"	-	27	N
C12	0.25"	4"	6	-	N

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - GRANDVIEW STREET

ORD GROVE AVENUE TO CIRCLE AVENUE



DRAWN BY:

BM_JL

PROJECT NUMBER:

230127

SCALE:

1"=30'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

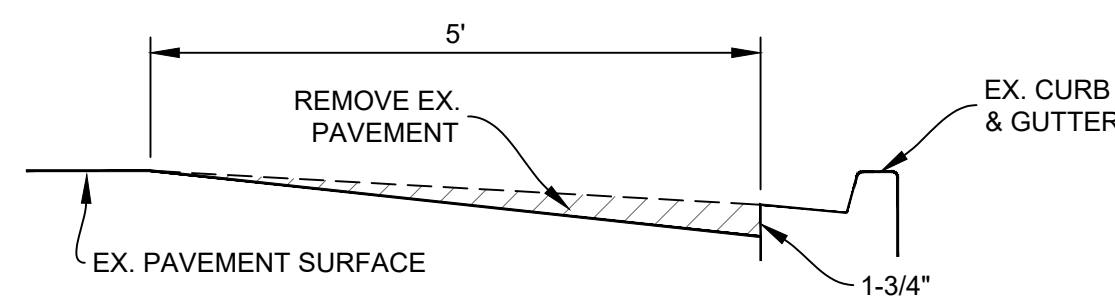
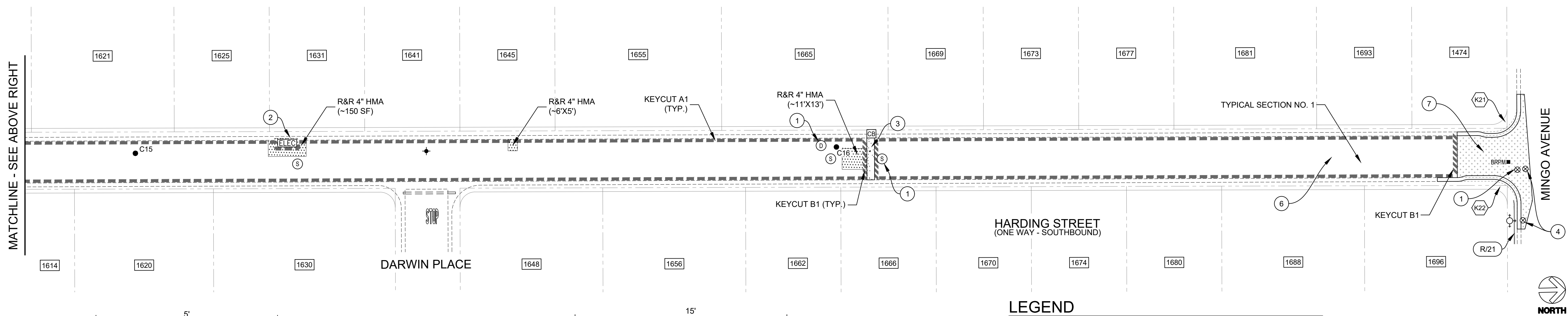
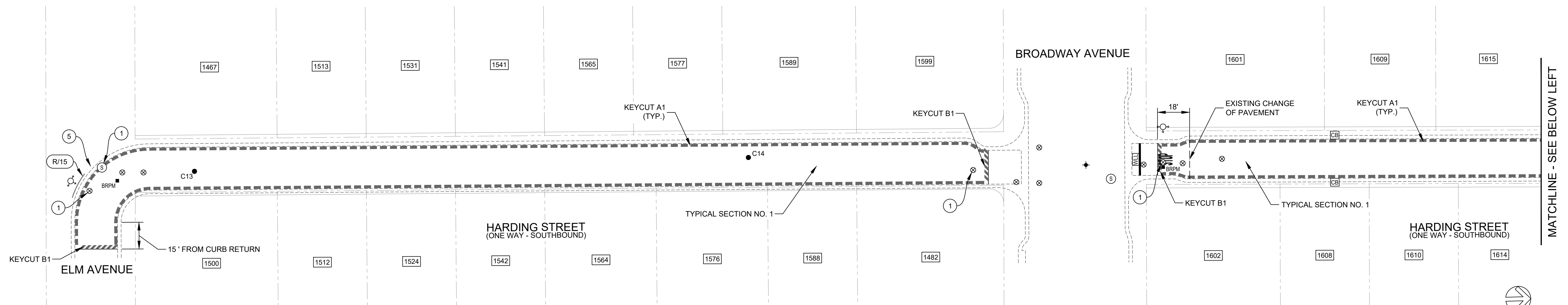
DATE:

APRIL 2024

SHEET NUMBER:

6 of 36

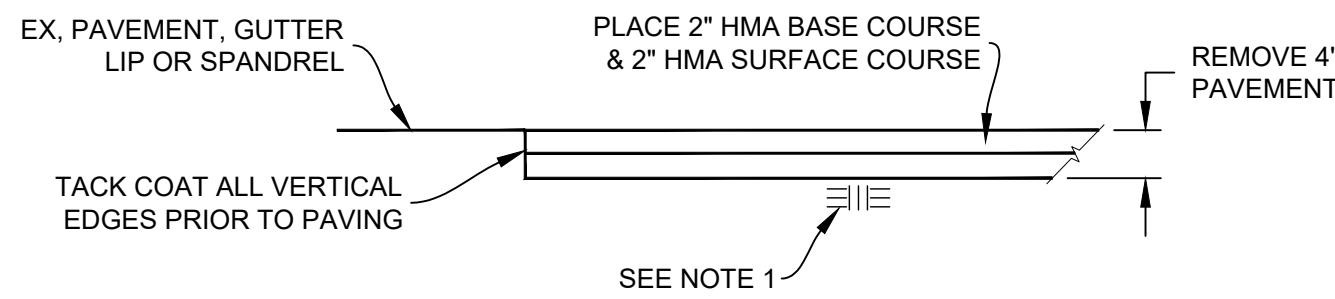
P:\R17\2\SHARED\DRIVE\PROJECTS\SEASIDE CITY OF 230127\TASK 0\DRAWINGS\230127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:02 AM



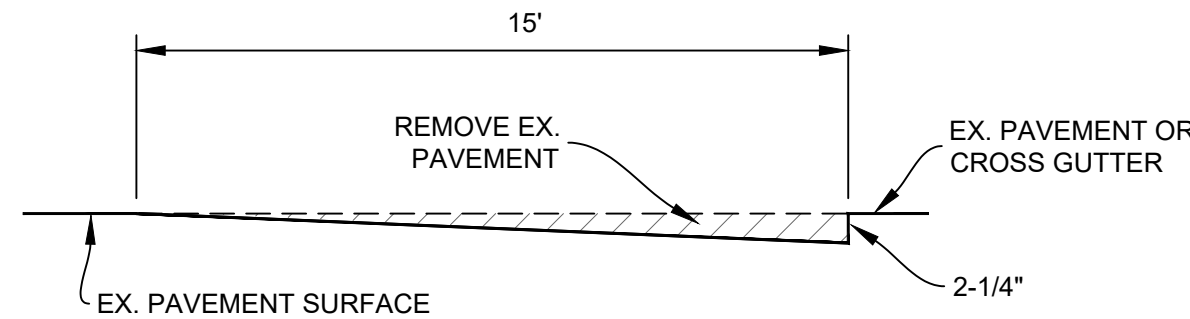
**KEYCUT - TYPE A1
LONGITUDINAL KEYCUT**
NTS

NOTES:

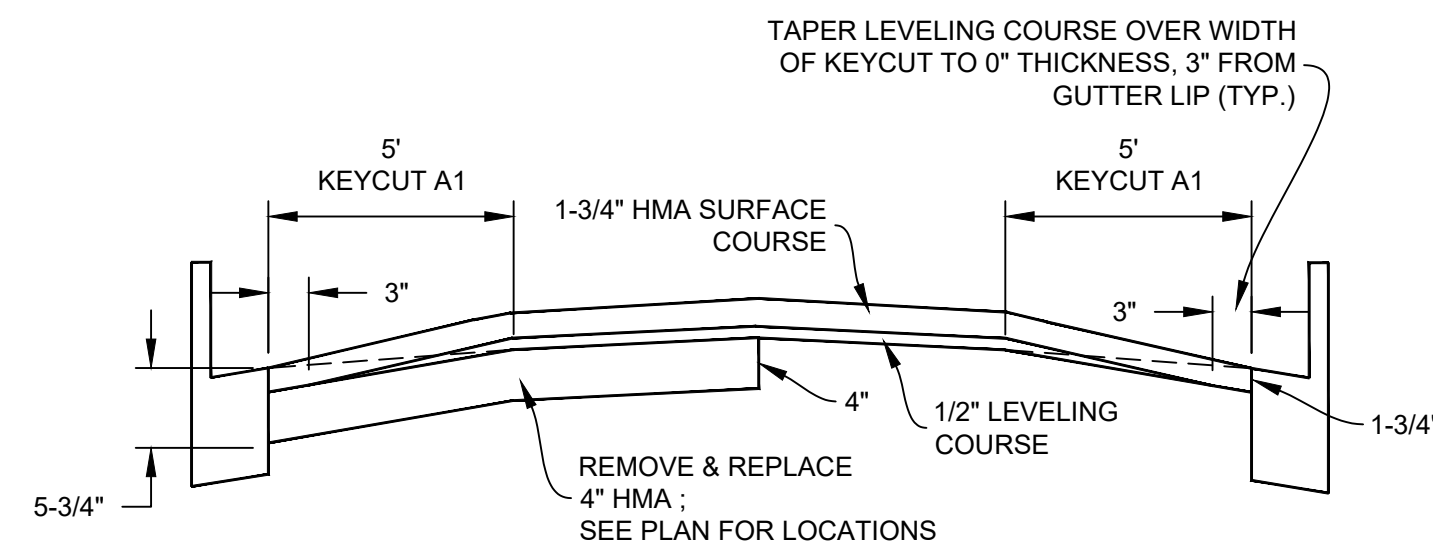
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



**KEYCUT - TYPE B1
TRANSVERSE KEYCUT**
NTS



TYPICAL SECTION NO. 1
NTS

LEGEND

	REMOVE & REPLACE 4" HMA
	REMOVE & REPLACE PCC CROSS GUTTER
	REMOVE, REGRADE, & PLACE 6" HMA
	APPROXIMATE P.U.E. LINE
	APPROXIMATE PROPERTY BOUNDARY
	TYPE A1 KEYCUT
	TYPE B1 KEYCUT
	BORING LOCATION
	ELECTRICAL VAULT COVER
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	FIRE HYDRANT (EX.)
	BLUE RETROREFLECTIVE PAVEMENT MARKER
	SURVEY MONUMENT
	GRATE INLET (NEW)
	CATCH BASIN (EX.)
	CALTRANS STRIPING DETAIL "XX"
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	12" WHITE LIMIT LINE (THERMO)
	SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 7):

- 1 LOWER UTILITY COVER PRIOR TO COLD PLANE.
- 2 PROTECT IN PLACE EXISTING PG&E VAULT DURING COLD PLANING.
- 3 REMOVE & REPLACE PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106.
- 4 PRIOR TO CONCRETE IMPROVEMENTS, LOWER UTILITY COVER. SEE CORRESPONDING ENLARGEMENT FOR MORE INFORMATION.
- 5 RECONSTRUCT R.C.P. PIPE & HEADWALL PER ENLARGEMENT U ON SHEET 34.
- 6 REPAIR EXISTING BREAK IN SANITARY SEWER LINE @ APPROXIMATE LOCATION SHOWN. SEWER DISTRICT TO IDENTIFY LOCATION OF REPAIR PRIOR TO CONSTRUCTION. SEE DETAILS ON SHEET 36 FOR ADDITIONAL INFORMATION.
- 7 SEE SHEET 24 FOR ADDITIONAL INFORMATION ON REGRADING.

BORING LOG

NO.	AC	FABRIC (Y/N)
C13	2.25"	N
C14	2.25"	N
C15	2.25"	N
C16	2.5"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

BASE BID - HARDING STREET

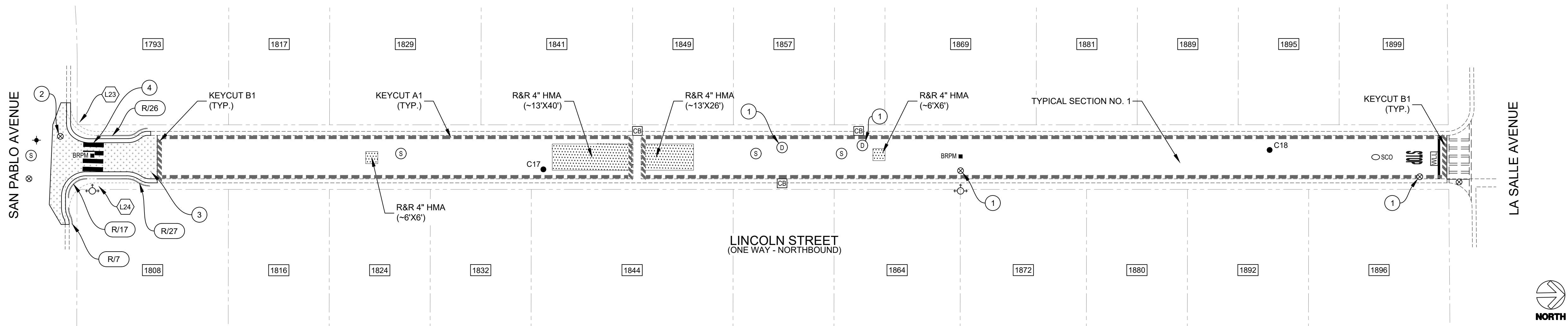
ELM AVENUE TO MINGO AVENUE



DRAWN BY:	BM, JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

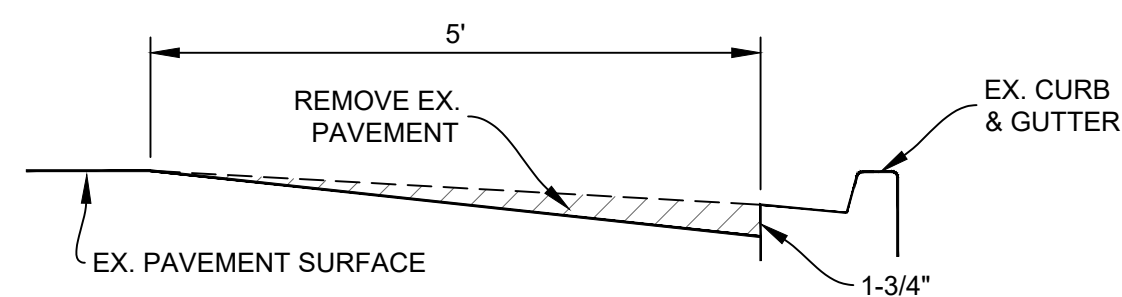
7 of 36

P:\R\2\SHARED\DR\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF 230127\TASK 0\DRAWINGS\230127-01_SITE\2.DWG Plot Date: 4/17/2024 10:00 AM

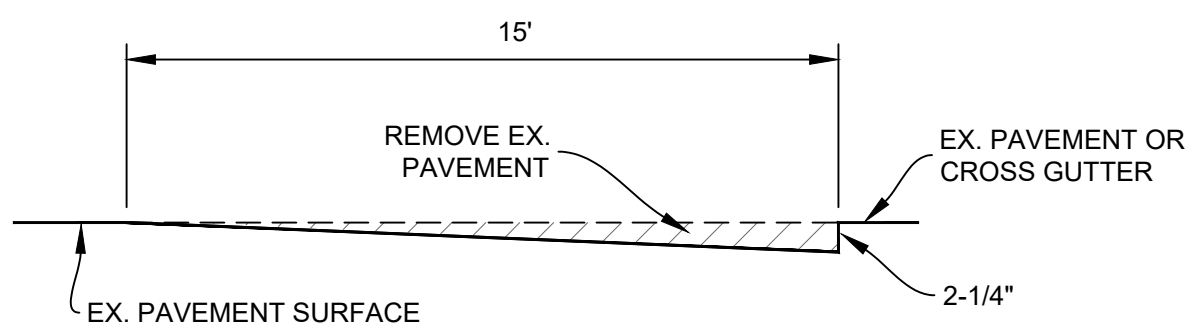


LEGEND

	REMOVE & REPLACE 4" HMA		FIRE HYDRANT (EX.)
	REMOVE, REGRADE, & PLACE 6" HMA		BLUE RETROREFLECTIVE PAVEMENT MARKER
	APPROXIMATE PROPERTY BOUNDARY		SURVEY MONUMENT
	TYPE A1 KEYCUT		CATCH BASIN (EX.)
	TYPE B1 KEYCUT		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	BORING LOCATION		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		YELLOW CONTINENTAL CROSSWALK (THERMO)
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	SEWER CLEANOUT (EX.)		PROPERTY ADDRESS



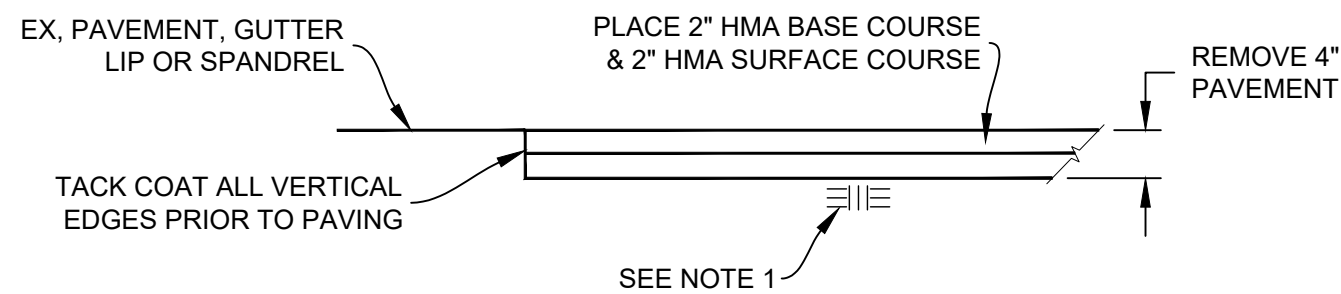
KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS



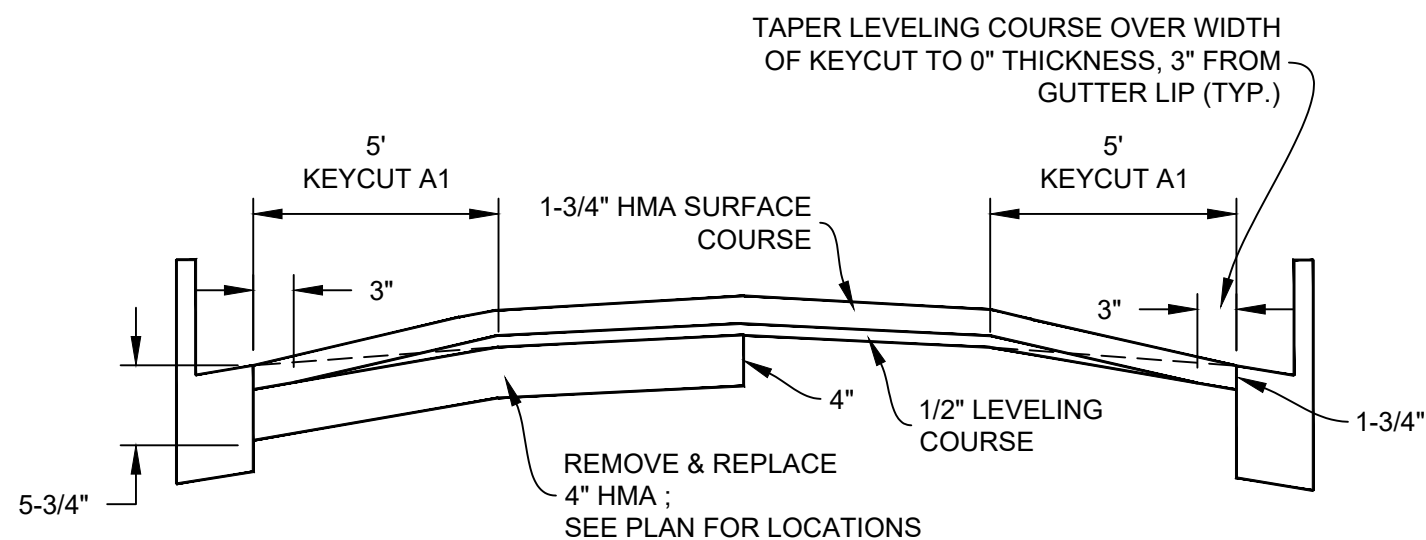
KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

NOTES:

1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



TYPICAL SECTION NO. 1
NTS

CONSTRUCTION NOTES (SHEET 8):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. PRIOR TO CONCRETE IMPROVEMENTS, LOWER UTILITY COVER. SEE CORRESPONDING ENLARGEMENT FOR MORE INFORMATION.
3. SEE SHEET 25 FOR ADDITIONAL INFORMATION ON REGRADING.
4. INSTALL YELLOW CONTINENTAL CROSSWALK. BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4" ON CENTER.

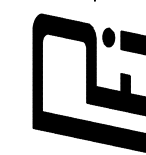
BORING LOG

NO.	AC	FABRIC (Y/N)
C17	3"	N
C18	2"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - LINCOLN STREET

SAN PABLO AVENUE TO LA SALLE AVENUE



DRAWN BY: BM_JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

VERIFY SCALE

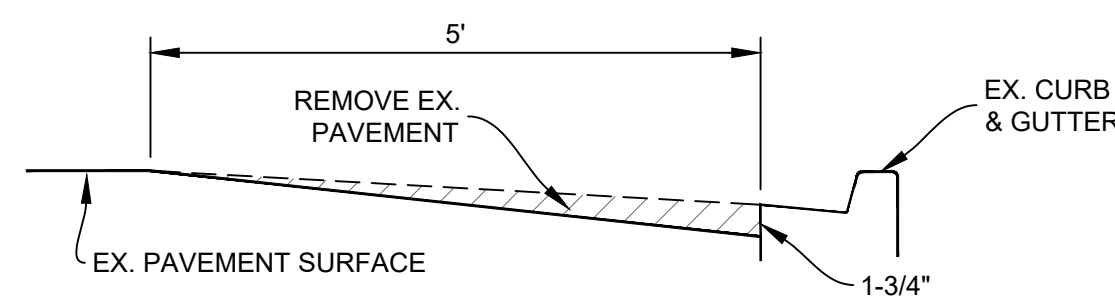
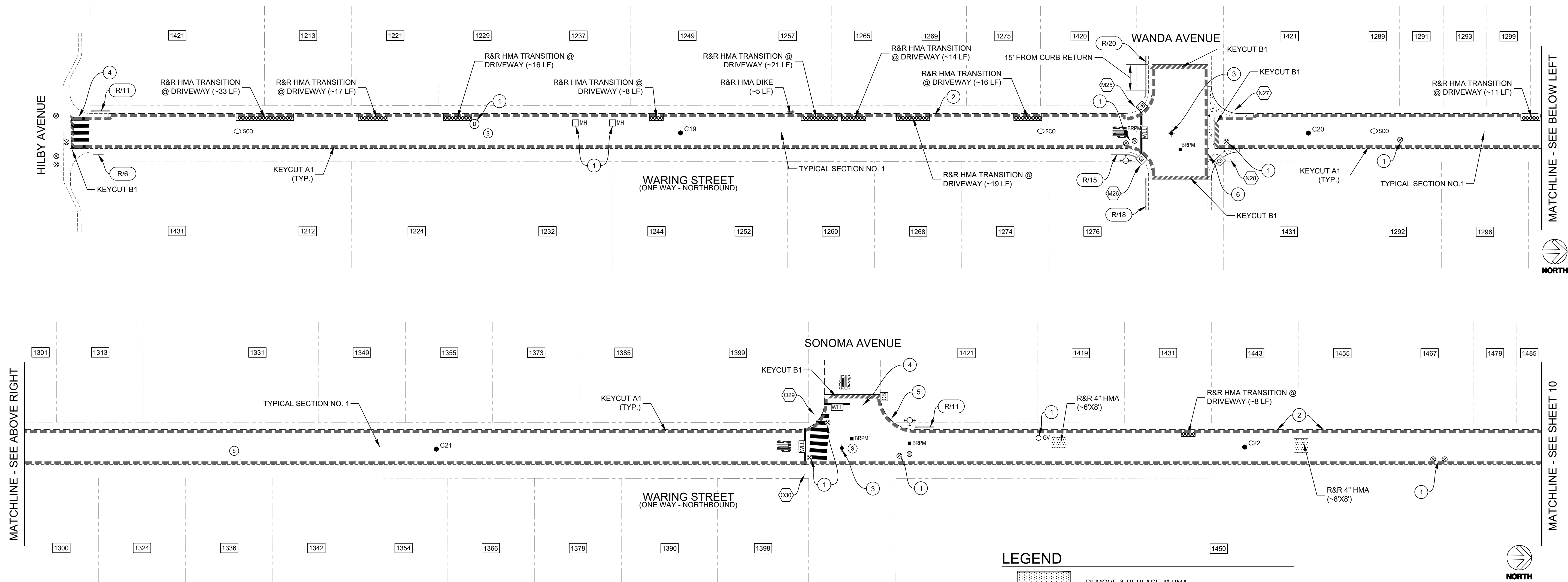
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

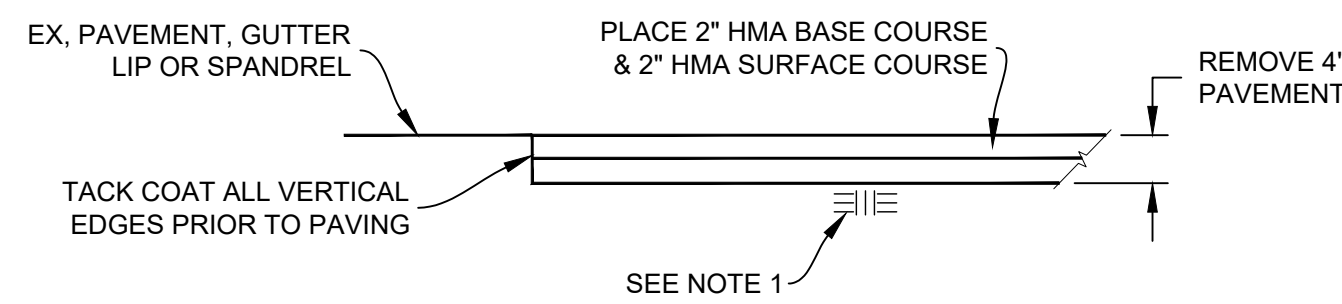
8 of 36

P:\R\2\SHARED\DR\DRIVEACTIVE PROJECT\SEASIDE CITY\01230127\TASK 0\DRAWINGS\20127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:01 AM

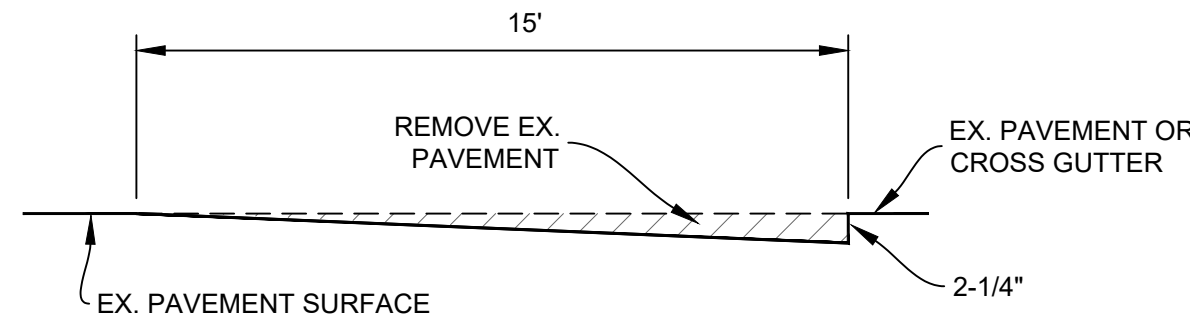


KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS

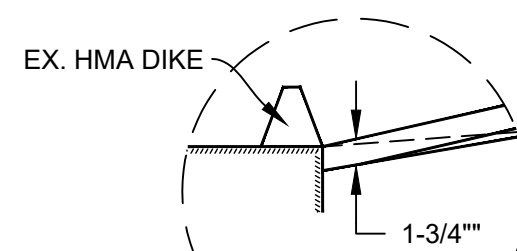
- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



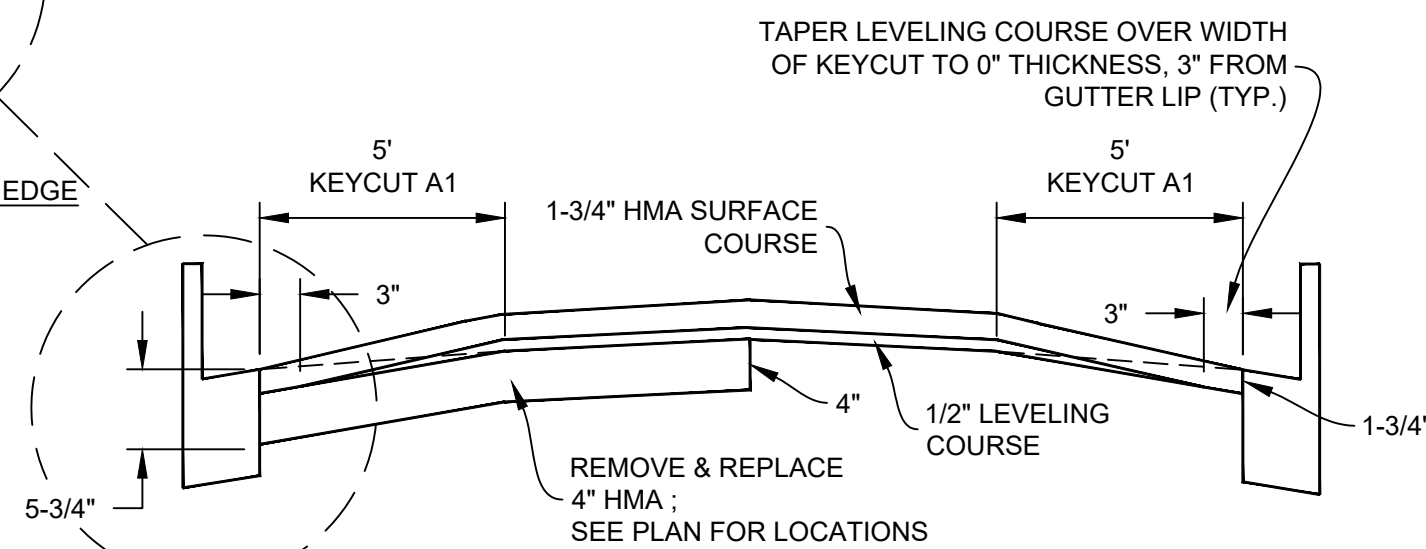
REMOVE & REPLACE 4" HMA
NTS



KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS



ALTERNATIVE PAVEMENT EDGE



TYPICAL SECTION NO. 1
NTS

LEGEND

- REMOVE & REPLACE 4" HMA
- CONSTRUCT PCC CROSS GUTTER
- APPROXIMATE PROPERTY BOUNDARY
- REMOVE & REPLACE TYPE "F" HMA DIKE
- REMOVE & REPLACE TRANSITION @ DRIVEWAY
SEE DETAIL ON SHEET 10
- TYPE A1 KEYCUT
- TYPE B1 KEYCUT
- BORING LOCATION
- "SILENT KNIGHT" MANHOLE COVER
- WATER VALVE
- MANHOLE COVER
(D=STORM DRAIN, S=SEWER, T=AT&T)
- SEWER CLEANOUT (EX.)
- FIRE HYDRANT (EX.)
- BLUE RETROREFLECTIVE PAVEMENT MARKER
- PRUNE & REMOVE TREE ROOTS
- SURVEY MONUMENT
- GAS VALVE
- GRATE INLET (NEW)
- CATCH BASIN (EX.)
- CURB PAINT COLOR "X". (B=BLUE, R=RED, Y=YELLOW)
/CURB PAINT LENGTH "YY" (LF)
- 12" WHITE LIMIT LINE (THERMO)
- 12" WHITE CROSSWALK LINE (THERMO)
- YELLOW CONTINENTAL CROSSWALK (THERMO)
- SEE ENLARGEMENT "X" FOR
ACCESSIBILITY IMPROVEMENT NO. "#"
- PROPERTY ADDRESS

CONSTRUCTION NOTES (SHEET 9):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. REMOVE & REFRESH ADDRESS STENCIL.
3. FOUND EXISTING 10" SPIKE PER RECORD OF SURVEY VOLUME 14 PAGE 60. RESET WITH CENTERLINE MONUMENT IN WELL PER CITY OF SEASIDE STANDARD DETAIL S-802 "CONCRETE MONUMENT". RECORD WITH CITY.
4. INSTALL WHITE CONTINENTAL CROSSWALK. BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.
5. REMOVE EXISTING HARDSCAPE MATERIAL BEHIND AC BERM AT CORNER.
6. CONSTRUCT PCC CROSS GUTTER PER CITY OF SEASIDE STANDARD DRAWING S-106. SEE SHEET 27 FOR ADDITIONAL INFORMATION.

BORING LOG

NO.	AC	FABRIC (Y/N)
C19	2.25"	N
C20	2"	N
C21	1.75"	N
C22	2.25"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - WARING STREET

HILBY AVENUE TO ~120 LF S/O ELM AVENUE



DRAWN BY: BM_JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

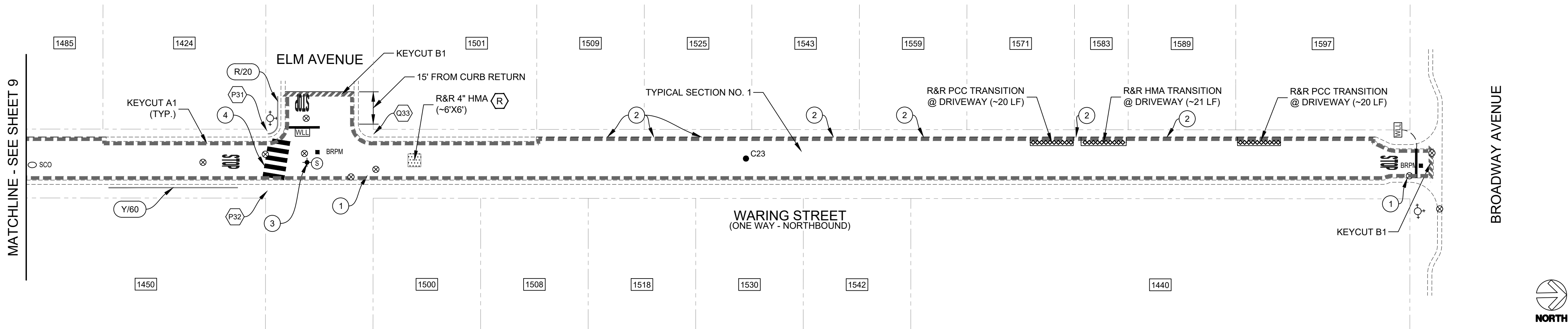
VERIFY SCALE

BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

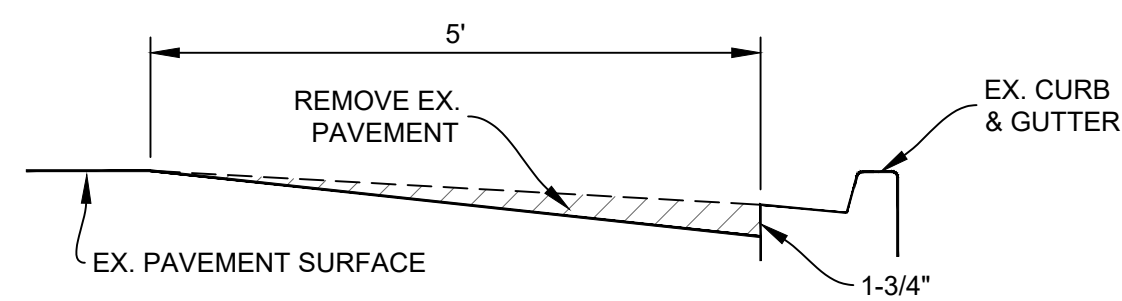
SHEET NUMBER:

9 of 36

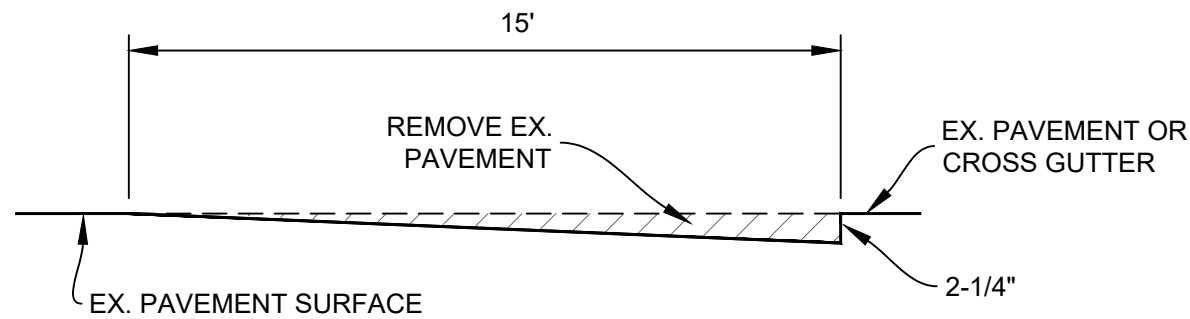


LEGEND

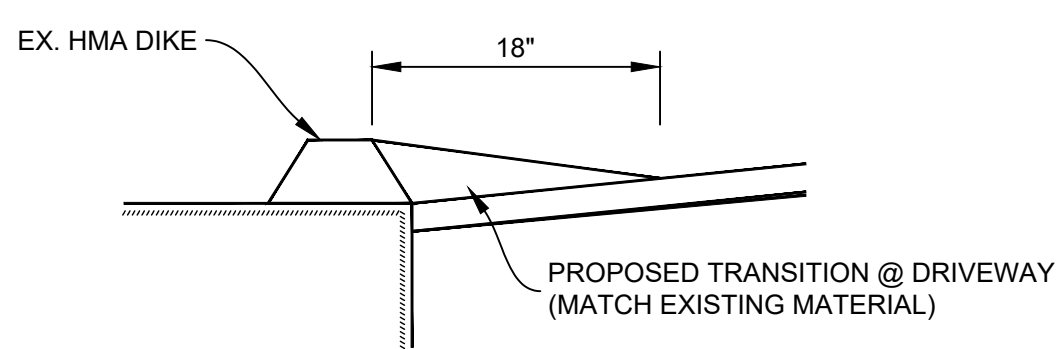
	REMOVE & REPLACE 4\"/>		FIRE HYDRANT (EX.)
	APPROXIMATE PROPERTY BOUNDARY		BLUE RETROREFLECTIVE PAVEMENT MARKER
	REMOVE & REPLACE TRANSITION @ DRIVEWAY SEE DETAIL ON THIS SHEET		PRUNE & REMOVE TREE ROOTS
	TYPE A1 KEYCUT		SURVEY MONUMENT
	TYPE B1 KEYCUT		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
	BORING LOCATION		12" WHITE LIMIT LINE (THERMO)
	WATER VALVE		12" WHITE CROSSWALK LINE (THERMO)
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
	SEWER CLEANOUT (EX.)		PROPERTY ADDRESS



KEYCUT - TYPE A1
LONGITUDINAL KEYCUT
NTS

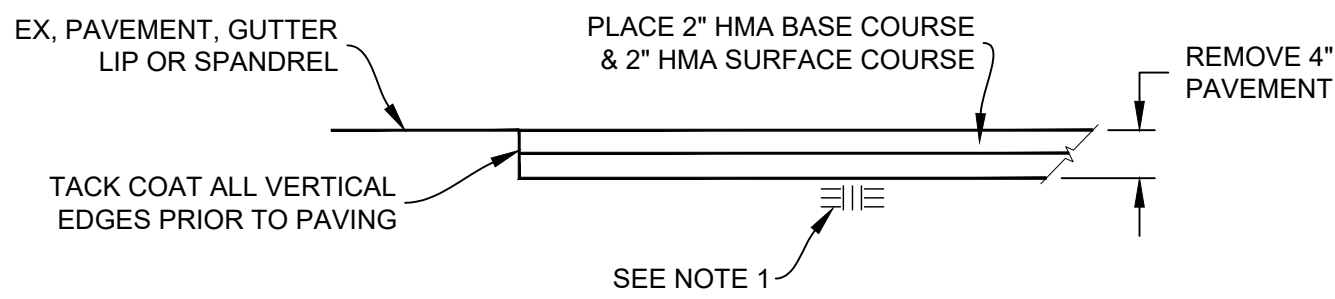


KEYCUT - TYPE B1
TRANSVERSE KEYCUT
NTS

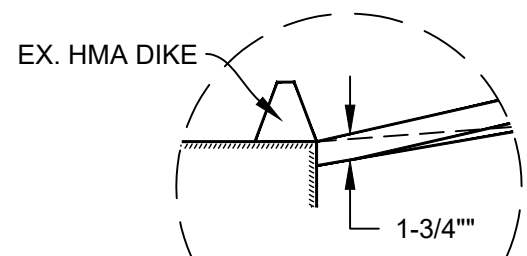


TRANSITION @ DRIVEWAY
NTS

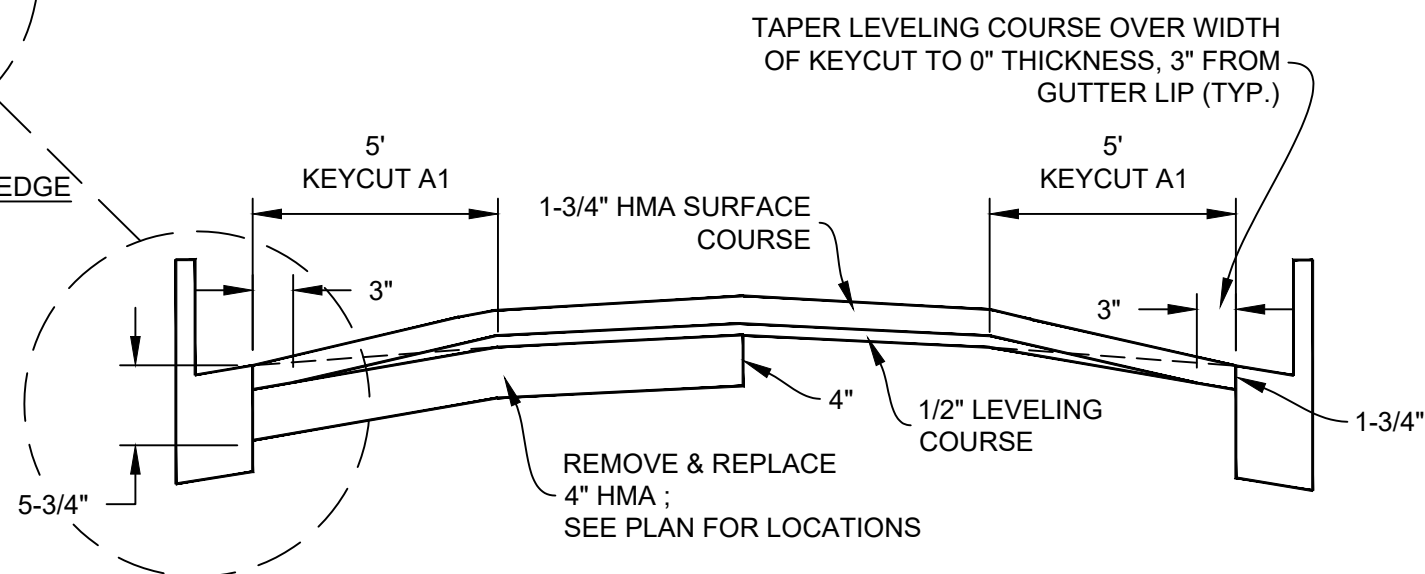
- NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. HMA MAY BE REPLACED IN A SINGLE 4" LIFT IF REPAIR IS LOCATED UNDER AN OVERLAY.
 3. WHERE REMOVE & REPLACE HMA AREAS ARE LOCATED UNDER A KEYCUT, CONTRACTOR TO REMOVE 4" OF HMA BELOW KEYCUT SURFACE.



REMOVE & REPLACE 4" HMA
NTS



ALTERNATIVE PAVEMENT EDGE



TYPICAL SECTION NO. 1
NTS

CONSTRUCTION NOTES (SHEET 10):

1. LOWER UTILITY COVER PRIOR TO COLD PLANE.
2. REMOVE & REFRESH ADDRESS STENCIL.
3. FOUND EXISTING 10" SPIKE PER RECORD OF SURVEY VOLUME 14 PAGE 60. RESET WITH CENTERLINE MONUMENT IN WELL PER CITY OF SEASIDE STANDARD DETAIL S-802 "CONCRETE MONUMENT". RECORD WITH CITY.
4. INSTALL WHITE CONTINENTAL CROSSWALK. BARS SHALL BE 10 LF, 24" WIDE SPACED @ 4' ON CENTER.

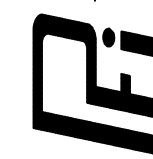
BORING LOG

NO.	AC	FABRIC (Y/N)
C23	2"	N

*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BASE BID - WARING STREET

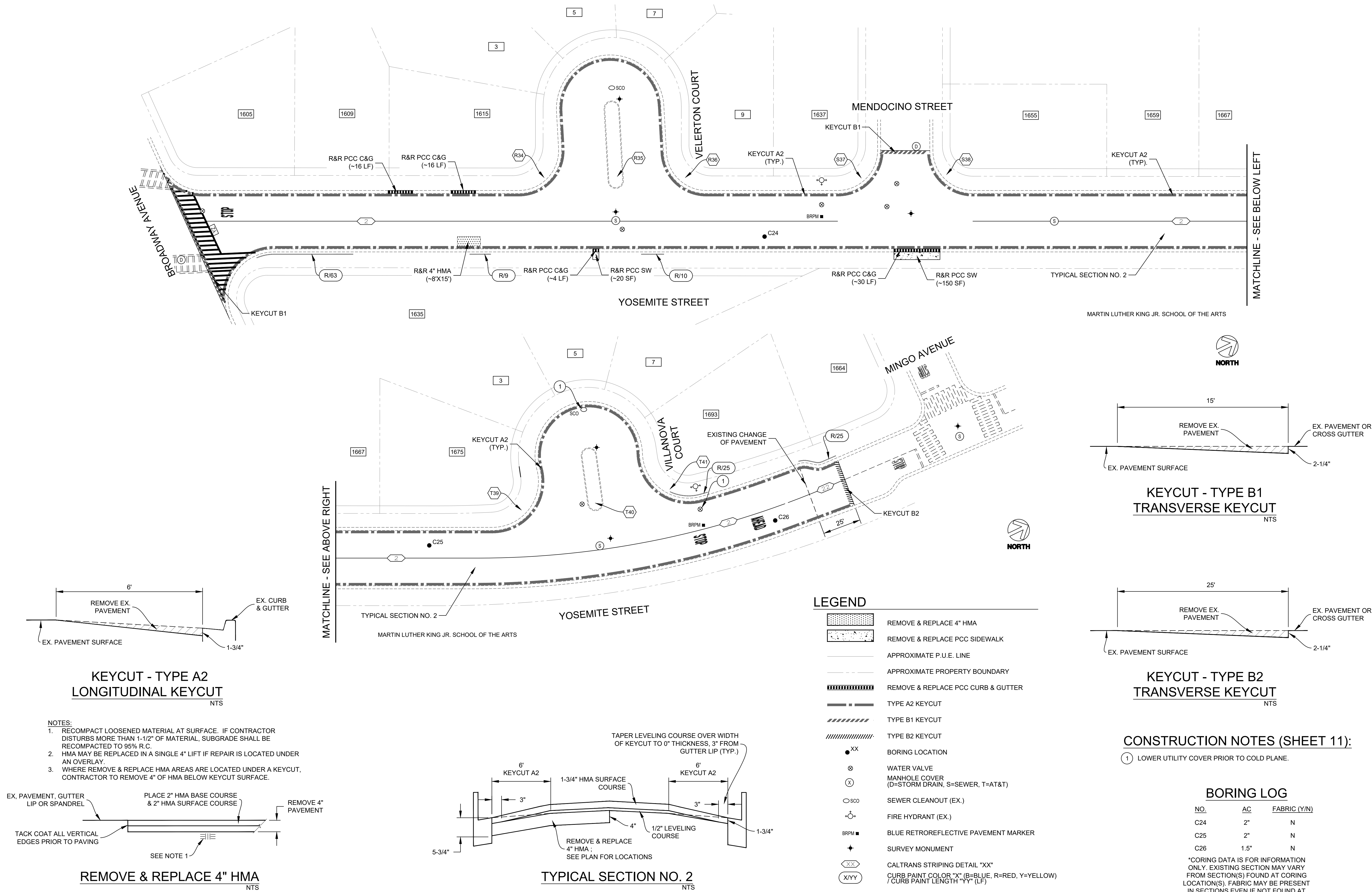
~120LF S/O ELM AVENUE TO BROADWAY AVENUE



DRAWN BY:	BM_JL
PROJECT NUMBER:	230127
SCALE:	1"=30'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

10 of 36

P:\R1\2\SHARED\DR\PROJECTS\SEASIDE CITY\01230127\TASK\DRAWINGS\20127-01_SITE\CD.DWG Plot Date: 4/17/2024 10:01 AM



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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

BID ALTERNATE 1 - YOSEMITE STREET

BROADWAY AVENUE TO ~70 LF S/O MINGO AVENUE



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=30'

VERIFY SCALE

BAR REPRESENTS

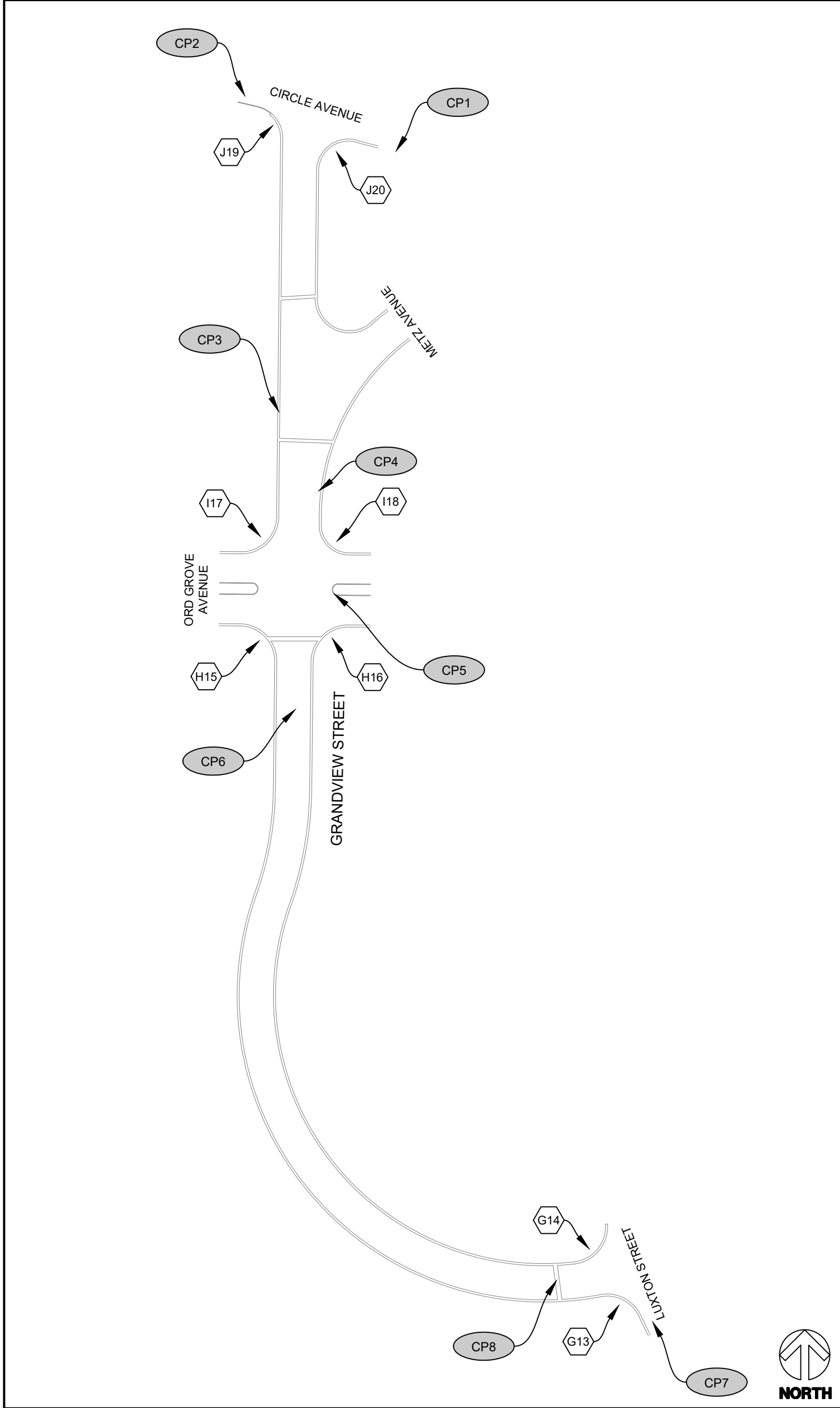
1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

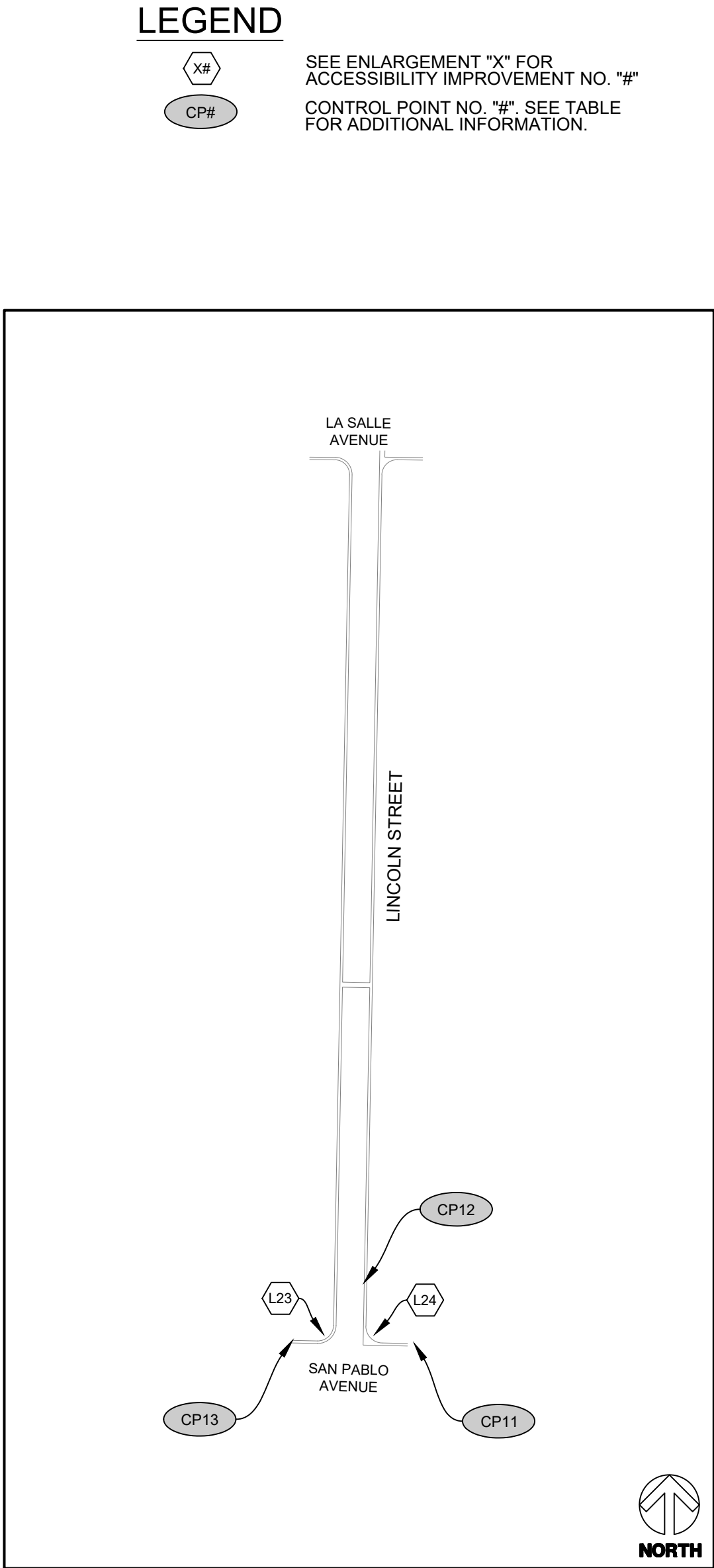
11 of 36

P:\R\2\SHARED\PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_CONTROL POINT MAP.DWG Plt Date: 4/17/2024 10:02 AM



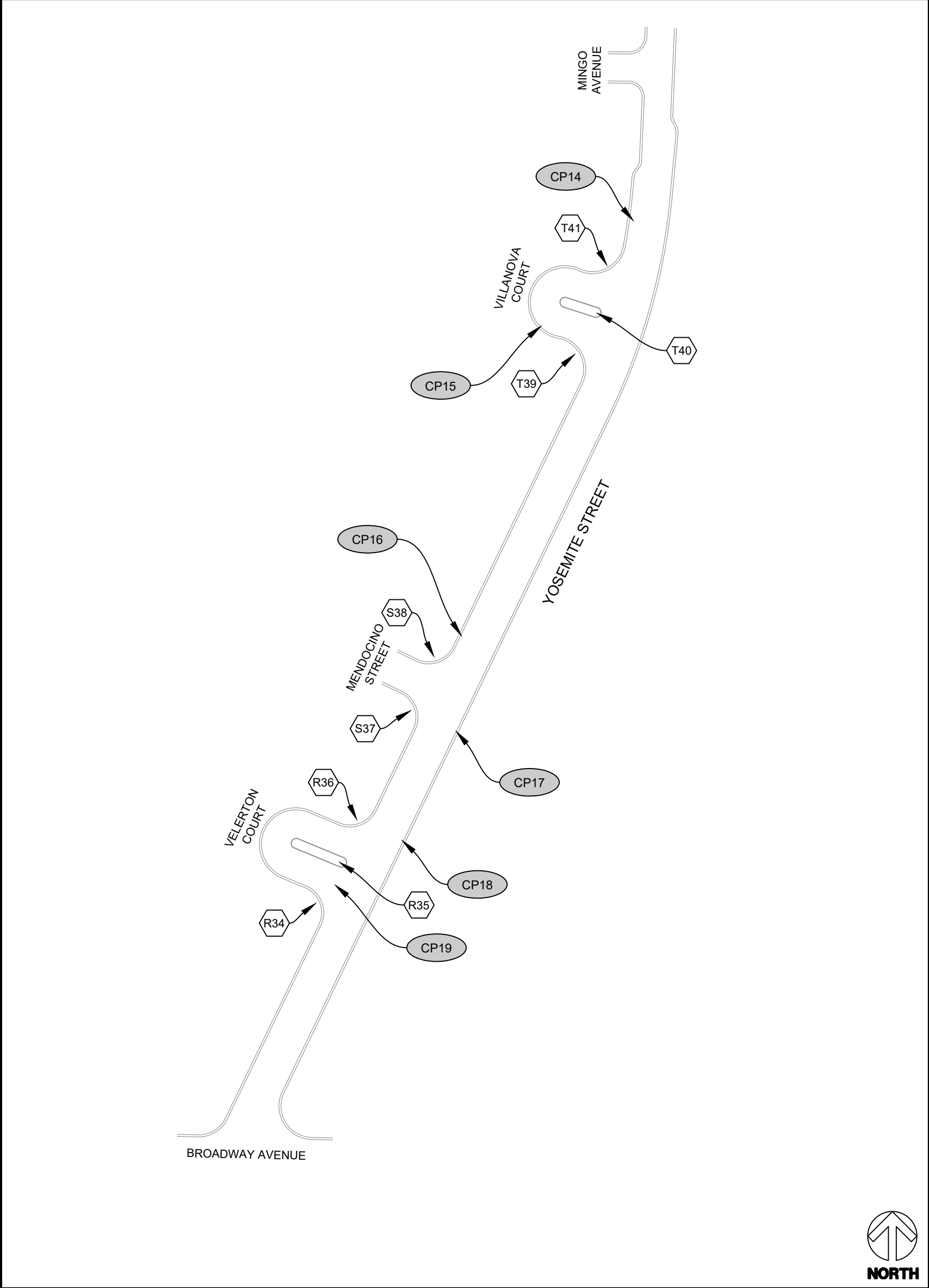
GRANDVIEW STREET LOCATION MAP

1" = 100'



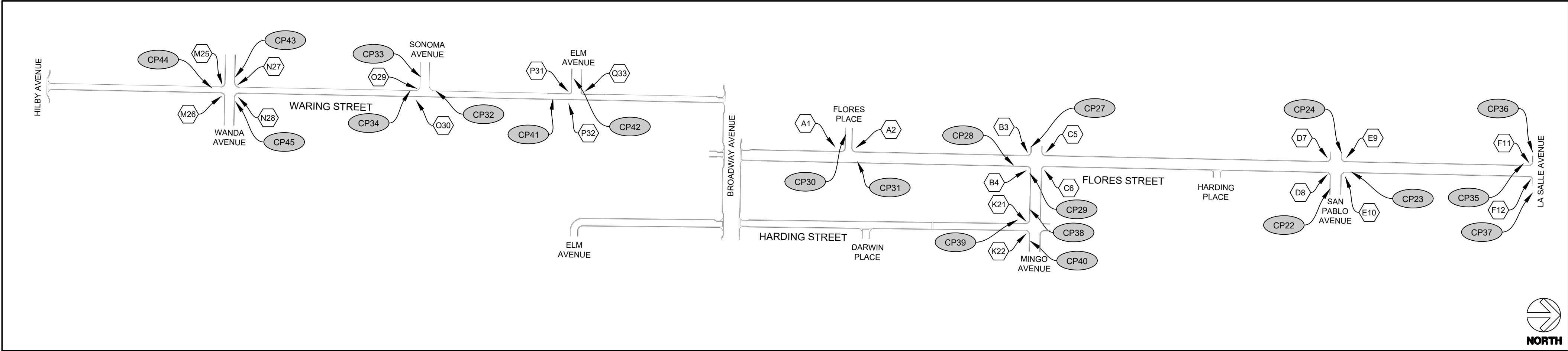
LINCOLN STREET LOCATION MAP

1" = 100'



YOSEMITE STREET LOCATION MAP

1" = 100'



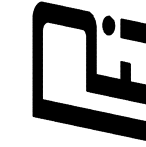
FLORES STREET, HARDING STREET, & WARING STREET LOCATION MAP

1" = 250'

LEGEND
X# SEE ENLARGEMENT "X" FOR ACCESSIBILITY IMPROVEMENT NO. "#"
CP# CONTROL POINT NO. "#". SEE TABLE FOR ADDITIONAL INFORMATION.

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

CONTROL POINT LOCATION MAPS



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: AS NOTED
VERIFY SCALE
BAR REPRESENTS 1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

12 of 36

Path: Z:\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_CONTROL_POINT_MAP.DWG Pld Date: 4/17/2024 10:01 AM

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		FENCE & GATE		PROPERTY ADDRESS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		CURB PAINT		FLOWLINE
	REMOVE & REPLACE PCC DRIVEWAY		LIGHT STANDARD (EX.)		SIDEWALK
	INSTALL DETECTABLE WARNING SURFACE		WATER METER COVER		CATCH BASIN
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		UTILITY POLE		TOP OF GRATE
	REMOVE, REGRADE & PLACE 6" HMA SEE SHEET 36 FOR DETAIL..		GUY ANCHOR		TOP OF CURB
	BACKFILL W/ NATIVE SOIL & REGRADE		WATER VALVE		TOP OF PAVEMENT
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)		EDGE OF PAVEMENT
	APPROXIMATE RIGHT-OF-WAY LINE		FIRE HYDRANT (EX.)		HIGH POINT
	APPROXIMATE EASEMENT LINE		SURVEY MONUMENT COVER		GRATE INLET
	REMOVE & REPLACE HMA DIKE		SURVEY NAIL		N.T.S.
	ASPHALT CONCRETE EX.		ROADSIDE SIGN (EX.)		
	ASPHALT CONCRETE		RELOCATE ROADSIDE SIGN		
	PORTLAND CONCRETE CEMENT EX.		CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		
	PORTLAND CONCRETE CEMENT				

ENLARGEMENT SHEET INDEX

SHEET NO.	SHEET TITLE	SHEET DESCRIPTION	BASE BID/ALTERNATE
14	ENLARGEMENT A	FLORES STREET @ FLORES PLACE	BASE BID
15	ENLARGEMENT B	FLORES STREET @ MINGO AVENUE (S)	
16	ENLARGEMENT C	FLORES STREET @ MINGO AVENUE (N)	
17	ENLARGEMENT D	FLORES STREET @ SAN PABLO AVENUE (S)	
18	ENLARGEMENT E	FLORES STREET @ SAN PABLO AVENUE (N)	
19	ENLARGEMENT F	FLORES STREET @ LA SALLE AVENUE	
20	ENLARGEMENT G	GRANDVIEW STREET @ LUXTON STREET	
21	ENLARGEMENT H	GRANDVIEW STREET @ ORD GROVE AVENUE (S)	
22	ENLARGEMENT I	GRANDVIEW STREET @ ORD GROVE AVENUE (N)	
23	ENLARGEMENT J	GRANDVIEW STREET @ CIRCLE AVENUE	
24	ENLARGEMENT K	HARDING STREET @ MINGO AVENUE	
25	ENLARGEMENT L	LINCOLN STREET @ SAN PABLO AVENUE	
26	ENLARGEMENT M	WARING STREET @ WANDA AVENUE (S)	
27	ENLARGEMENT N	WARING STREET @ WANDA AVENUE (N)	
28	ENLARGEMENT O	WARING STREET @ SONOMA AVENUE (S)	
29	ENLARGEMENT P	WARING STREET @ ELM AVENUE (S)	
30	ENLARGEMENT Q	WARING STREET @ ELM AVENUE (N)	
31	ENLARGEMENT R	YOSEMITE STREET @ VELERTON COURT	BID ALTERNATE 1
32	ENLARGEMENT S	YOSEMITE STREET @ MENDOCINO STREET	
33	ENLARGEMENT T	YOSEMITE STREET @ VILLANOVA COURT	
34	ENLARGEMENT U	R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE	BASE BID

CONTROL POINT TABLE

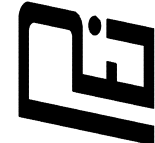
POINT NO.	LOCATION	DESCRIPTION	ELEVATION	NORTHING	EASTING
			(FT.)	(FT.)	(FT.)
1	GRANDVIEW STREET @ CIRCLE AVENUE	Mag Nail w / Shiner	111.67	1259336.08	6609634.99
2	GRANDVIEW STREET @ CIRCLE AVENUE	Mag Nail w / Shiner	105.82	1259387.74	6609493.43
3	GRANDVIEW STREET @ METZ AVENUE	Mag Nail w / Shiner	106.71	1259092.11	6609525.25
4	GRANDVIEW STREET @ METZ AVENUE	Mag Nail w / Shiner	108.39	1259017.97	6609562.64
5	GRANDVIEW STREET @ ORD GROVE AVENUE	Mag Nail w / Shiner	113.18	1258921.57	6609576.97
6	GRANDVIEW STREET @ ORD GROVE AVENUE	Mag Nail w / Shiner	113.88	1258813.48	6609540.75
7	GRANDVIEW STREET @ LUXTON STREET	Mag Nail w / Shiner	109.40	1258240.04	6609875.12
8	GRANDVIEW STREET @ LUXTON STREET	Mag Nail w / Shiner	109.40	1258278.84	6609785.32
11	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	254.56	1257232.50	6613129.32
12	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	250.15	1257279.41	6613089.80
13	LINCOLN STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	251.89	1257234.91	6613034.20
14	YOSEMITE STREET @ VILLANOVA COURT	Mag Nail w / Shiner	206.75	1256036.96	6612129.32
15	YOSEMITE STREET @ VILLANOVA COURT	Mag Nail w / Shiner	203.57	1255936.17	6612041.12
16	YOSEMITE STREET @ MENDOCINO STREET	Mag Nail w / Shiner	198.77	1255639.38	6611964.78
17	YOSEMITE STREET @ MENDOCINO STREET	Mag Nail w / Shiner	198.10	1255547.93	6611959.64
18	YOSEMITE STREET @ VELERTON COURT	Mag Nail w / Shiner	197.21	1255443.54	6611907.94
19	YOSEMITE STREET @ VELERTON COURT	Mag Nail w / Shiner	196.82	1255400.93	6611843.74
22	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	111.59	1257246.25	6610558.70
23	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	109.15	1257322.17	6610499.52
24	FLORES STREET @ SAN PABLO AVENUE	Mag Nail w / Shiner	105.45	1257285.67	6610430.13
27	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	118.16	1256199.94	6610410.79
28	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	121.41	1256137.79	6610475.51
29	FLORES STREET @ MINGO AVENUE	Mag Nail w / Shiner	124.68	1256194.62	6610504.02
30	FLORES STREET @ FLORES PLACE	Mag Nail w / Shiner	127.11	1255550.05	6610368.46
31	FLORES STREET @ FLORES PLACE	Mag Nail w / Shiner	130.53	1255591.59	6610464.30
32	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	151.72	1254115.32	6610215.81
33	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	149.03	1254060.28	6610165.46
34	WARING STREET @ SONOMA AVENUE	Mag Nail w / Shiner	152.57	1254023.42	6610216.02
35	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	121.13	1257923.10	6610470.87
36	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	117.74	1257955.35	6610427.86
37	FLORES STREET @ LA SALLE AVENUE	Mag Nail W/ Shiner	122.28	1257955.12	6610573.15
38	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	133.91	1256194.68	6610630.75
39	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	134.64	1256153.09	6610667.42
40	HARDING STREET @ MINGO AVENUE	Mag Nail W/ Shiner	142.26	1256196.30	6610741.26
41	WARING STREET @ ELM AVENUE	Mag Nail W/ Shiner	154.53	1254524.59	6610242.64
42	WARING STREET @ ELM AVENUE	Mag Nail W/ Shiner	147.13	1254598.58	6610173.70
43	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	173.45	1253411.90	6610166.55
44	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	173.12	1253329.09	6610204.14
45	WARING STREET @ WANDA AVENUE	Mag Nail W/ Shiner	179.36	1253412.99	6610254.06
HORIZONTAL DATUM AND VERTICAL DATUM ESTABLISHED BY NGS POINTS GU4111 AND GU 4116					
12014	LIGHTHOUSE AVENUE & WASHINGTON STREET	GU4111	42.81	1258806.49	6607801.43
12074	1965 DEL MONTE BOULEVARD	GU4116	11.71	1252391.31	6593186.74

CURB RAMP CONSTRUCTION: GENERAL NOTES

- PRIOR TO INSTALLATION OF NEW CURB RAMPS, CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER FOR TRIMMING OR REMOVAL OF PRIVATE LANDSCAPE PLANTINGS. NO PLANT MATERIAL SHALL BE ALTERED OR OTHERWISE REMOVED WITHOUT PRIOR APPROVAL OF THE CITY.
- CURB RAMP DESIGNS ARE BASED ON CALTRANS 2022 STANDARD PLANS A88A, A88B, & THE PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG). REFER TO STANDARD PLAN A88A FOR ADDITIONAL DETAILS & INFORMATION.
- SLOPES SHOWN ON THESE PLANS ARE APPROXIMATE; SOME FIELD-ADJUSTMENT MAY BE NECESSARY DURING LAYOUT & CONSTRUCTION.
- CONCRETE FACILITIES SHALL BE CONSTRUCTED PER THE CITY OF SEASIDE STANDARD DETAILS:
 - CURB & GUTTER #SI-101
 - CURB #SI-101
 - SIDEWALK #SI-101
 - EXPANSION JOINTS & SCORE MARKS #SI-104
 - CONCRETE CROSS GUTTER #SI-106
 - CURB INLET TYPE "D" #SI-450
- ALL SAWCUTTING THROUGH CONCRETE & ASPHALT PAVEMENT SHALL EXTEND FULL-DEPTH OF THE MATERIAL. SAWCUTS IN CONCRETE SHALL ALWAYS BE ON AN EXISTING JOINT LINE UNLESS OTHERWISE ALLOWED BY THE CITY'S REPRESENTATIVE PRIOR TO CUTTING. ANY CHIPPED, BROKEN OR OTHERWISE IRREGULAR CONCRETE OR ASPHALT PAVEMENT EDGES SHALL BE RE-SAWCUT AS DIRECTED BY THE CITY'S REPRESENTATIVE PRIOR TO REPLACING CONCRETE OR HOT-MIX ASPHALT MATERIAL.
- LANDSCAPE RESTORATION SHALL CONSIST OF SALVAGING & REPLACING LANDSCAPING MATERIALS BEHIND NEW CONCRETE CONSTRUCTION. THESE MATERIALS MAY INCLUDE BUT ARE NOT LIMITED TO: BARK MULCH, DECORATIVE ROCK, COBBLE OR BOULDERS, CONCRETE PAVERS, BRICK, TURF, & DECORATIVE EDGING. CONTRACTOR SHALL DISTURB EX. LANDSCAPE MATERIALS TO THE MINIMUM AMOUNT POSSIBLE DURING DEMOLITION, LAYOUT & CONSTRUCTION OF RAMPS. WHERE MATERIALS MUST BE DISTURBED OR REMOVED, CONTRACTOR SHALL CAREFULLY SALVAGE & STORE ON-SITE SAID MATERIALS UNTIL CURB RAMP CONSTRUCTION IS APPROVED BY THE CITY'S REPRESENTATIVE, AFTER WHICH SALVAGED MATERIALS SHALL BE RESTORED TO THEIR ORIGINAL PLACEMENT & CONDITION. IF EXISTING MATERIALS CANNOT BE SALVAGED, CONTRACTOR SHALL PROCURE & INSTALL WSAME MATERIALS.
- LANDSCAPE RESTORATION MAY ALSO INCLUDE REPAIR OR REPLACEMENT OF DAMAGED IRRIGATION FACILITIES CAUSED BY THE CONTRACTOR'S EFFORTS. CONTRACTOR SHALL EXERCISE REASONABLE CAUTION DURING DEMOLITION & CONSTRUCTION TO AVOID DAMAGING IRRIGATION DRIPLINES, LATERAL LINES, VALVES, POP-UP SPRINKLERS, ETC. ANY DAMAGED IRRIGATION FACILITIES SHALL BE REPAIRED OR RESTORED TO WORKING ORDER TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.
- ALL EXISTING FACILITIES ADJACENT TO ZONE OF CONSTRUCTION SHALL BE PROTECTED AT ALL TIMES BY THE CONTRACTOR TO AVOID DAMAGE TO SAID FACILITIES. IF IT IS THE CONTRACTOR'S OPINION THAT ITEM(S) CANNOT BE PROTECTED IN PLACE DURING THE WORK, CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE IN ADVANCE OF STARTING THE WORK. ANY ITEMS WHICH ARE TEMPORARILY RELOCATED TO AVOID DAMAGE SHALL BE RELOCATED TO THEIR ORIGINAL LOCATION & CONDITION AT THE COMPLETION OF THE WORK. ANY FACILITIES WHICH ARE FOUND TO BE MISSING OR DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S SOLE EXPENSE & TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.
- ALL SURVEY MONUMENTS DISTURBED OR COVERED DURING CONSTRUCTION MUST BE PERPETUATED BY A REGISTERED LAND SURVEYOR PER THE SPECIAL PROVISIONS.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, & SHALL CORRECT ANY STANDING WATER "BIRDBATH" AT THEIR OWN EXPENSE.
- AT THE TIME OF COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKINGS, STAINS, & BLEMISHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.
- STRIPING SHALL BE IN ACCORDANCE WITH THE LATEST ADDITION OF THE CA MUTCD.
- WHERE CURB, GUTTER, & ATTACHED SIDEWALK ARE TO BE CONSTRUCTED, THEY SHALL BE POURED MONOLITHICALLY.
- THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, & ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS & SPECIFICATIONS. A RECORD DRAWING SET SHALL BE PREPARED & PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
- CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH & 3' IN DEPTH OF THE CURB RAMP UNLESS OTHERWISE NOTED ON PLANS. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE LATEST CALTRANS STANDARD PLAN A88A.
- NOTIFY ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN CONTROL POINTS PRIOR TO CONTINUATION OF WORK.

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

CONTROL POINT TABLES & NOTES



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

N/A

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

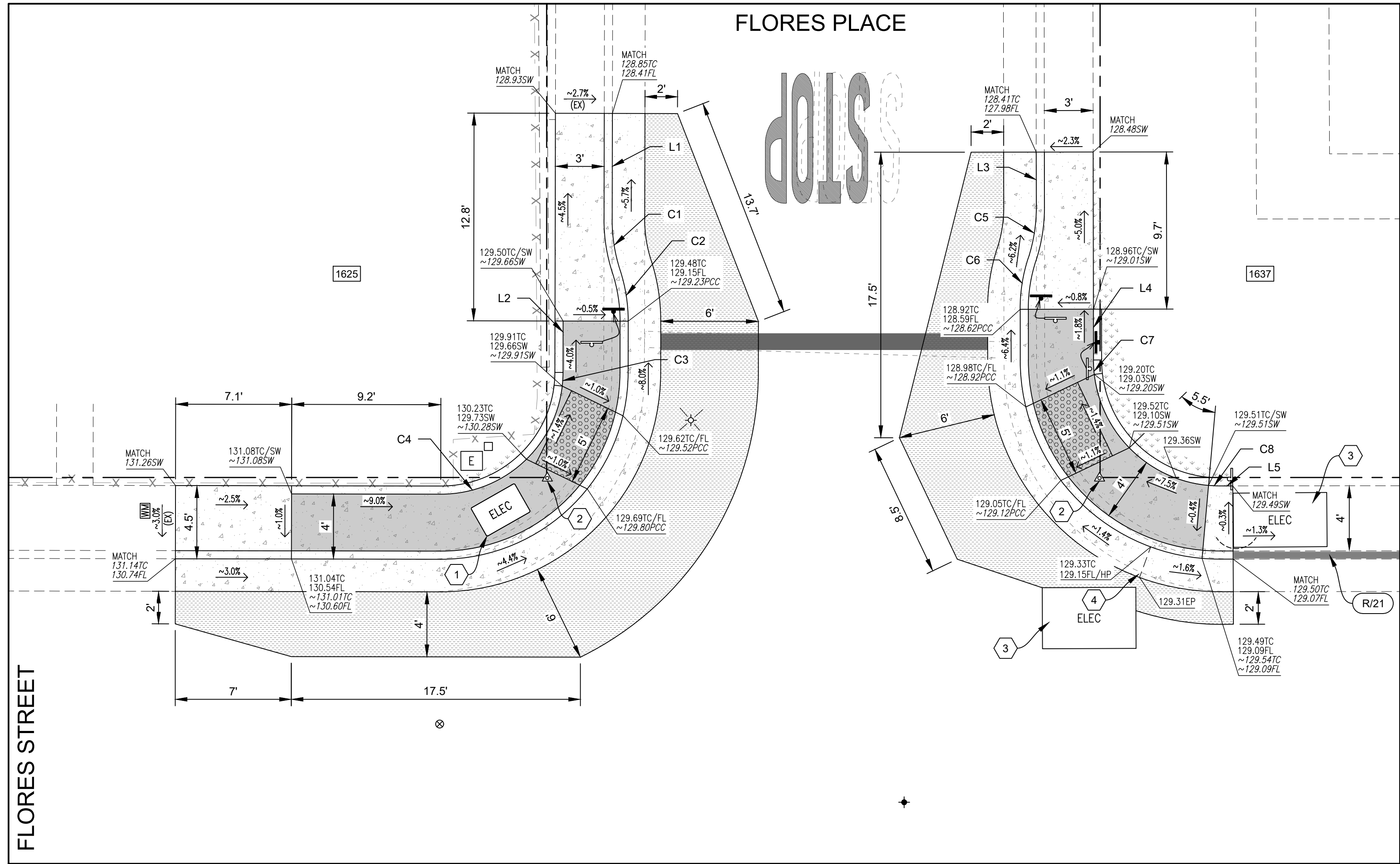
DATE:

APRIL 2024

SHEET NUMBER:

13 of 36

P:\R\Z\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Pkg Date: 4/17/2024 10:02 AM



ENLARGEMENT A
FLORES STREET @ FLORES PLACE
1"=5'



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	6.52	N88° 41' 53"W
L2	3.16	N88° 41' 53"W
L3	3.40	N88° 54' 38"W
L4	3.12	N88° 54' 38"W
L5	0.80	N01° 07' 50"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.18	10.00	18° 11' 42"
C2	3.18	10.00	18° 11' 42"
C3	0.84	7.50	06° 27' 16"
C4	5.84	7.50	44° 35' 15"
C5	3.18	10.00	18° 11' 42"
C6	3.18	10.00	18° 11' 42"
C7	0.89	7.75	06° 33' 13"
C8	0.69	7.75	05° 06' 20"

ENLARGEMENT A NOTES:

- ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE. COORDINATE W/ UTILITY OWNER AS REQUIRED.
- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- PROTECT IN PLACE EXISTING PGE VAULT.
- MODIFY GUTTER PAN DEPTH @ ELECTRICAL VAULT AS SHOWN. REDUCE SLOPE IN GUTTER PAN TO LESS THAN 5% PRIOR TO CURB RAMP LANDING.

NOTES:

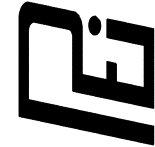
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL & REGRADE
- APPROXIMATE RIGHT-OF-WAY LINE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
- LIGHT STANDARD (EX.)
- WATER METER COVER
- WATER VALVE
- SURVEY MONUMENT COVER
- SURVEY MARKER
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- TOP OF PAVEMENT
- EDGE OF PAVEMENT
- HIGH POINT
- XXX.XX
XXX.XX
- DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
- (NON-ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT A

FLORES STREET @ FLORES PLACE



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

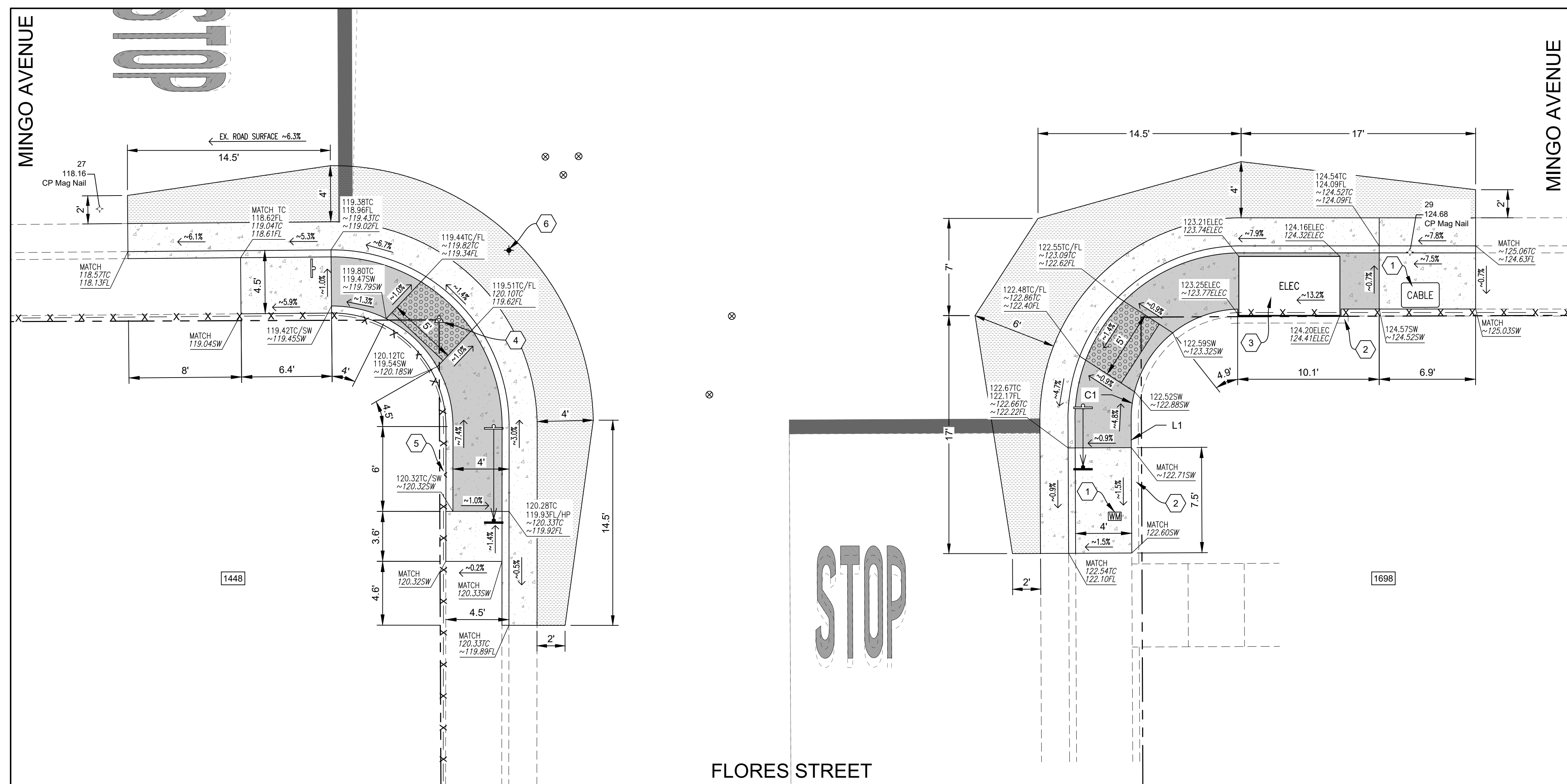
BAR REPRESENTS
1" ON ORIGINAL

DATE:

APRIL 2024

SHEET NUMBER:

14 of 36



ENLARGEMENT B
FLORES STREET @ MINGO AVENUE (S)

ENLARGEMENT B NOTES:

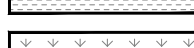
- 1 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.
- 3 PG&E TO BE ADJUST ELECTRICAL VAULT TO GRADES SHOWN.
- 4 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 5 PROTECT IN PLACE EXISTING FENCE.
- 6 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL & REGRADE
	APPROXIMATE RIGHT-OF-WAY LINE
	FENCE & GATE
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	WATER METER COVER

	SURVEY MONUMENT COVER
	SURVEY MARKER
	SURVEY NAIL
	ROADSIDE SIGN (EX.)
	RELOCATE ROADSIDE SIGN
	PROPERTY ADDRESS
FL	FLOWLINE
SW	SIDEWALK
TC	TOP OF CURB
HP	HIGH POINT
TP	TOP OF PAVEMENT
XXX.XX XXX.XX	DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	2.01	N01°06' 36"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.99	7.83	14°35'24"



NORTH

- 1 ADJUST UTILITY COVER FLUSH WITH FINISHED GRADE.
- 2 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 3 PROTECT IN PLACE EXISTING BRICK COLUMNS & WALL.
- 4 PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- 5 PROTECT IN PLACE EXISTING RETAINING WALL.
- 6 CONSTRUCT 4' MIN WIDTH RETAINING CURB TO PROVIDE A 4' MINIMUM RAMPING SURFACE.

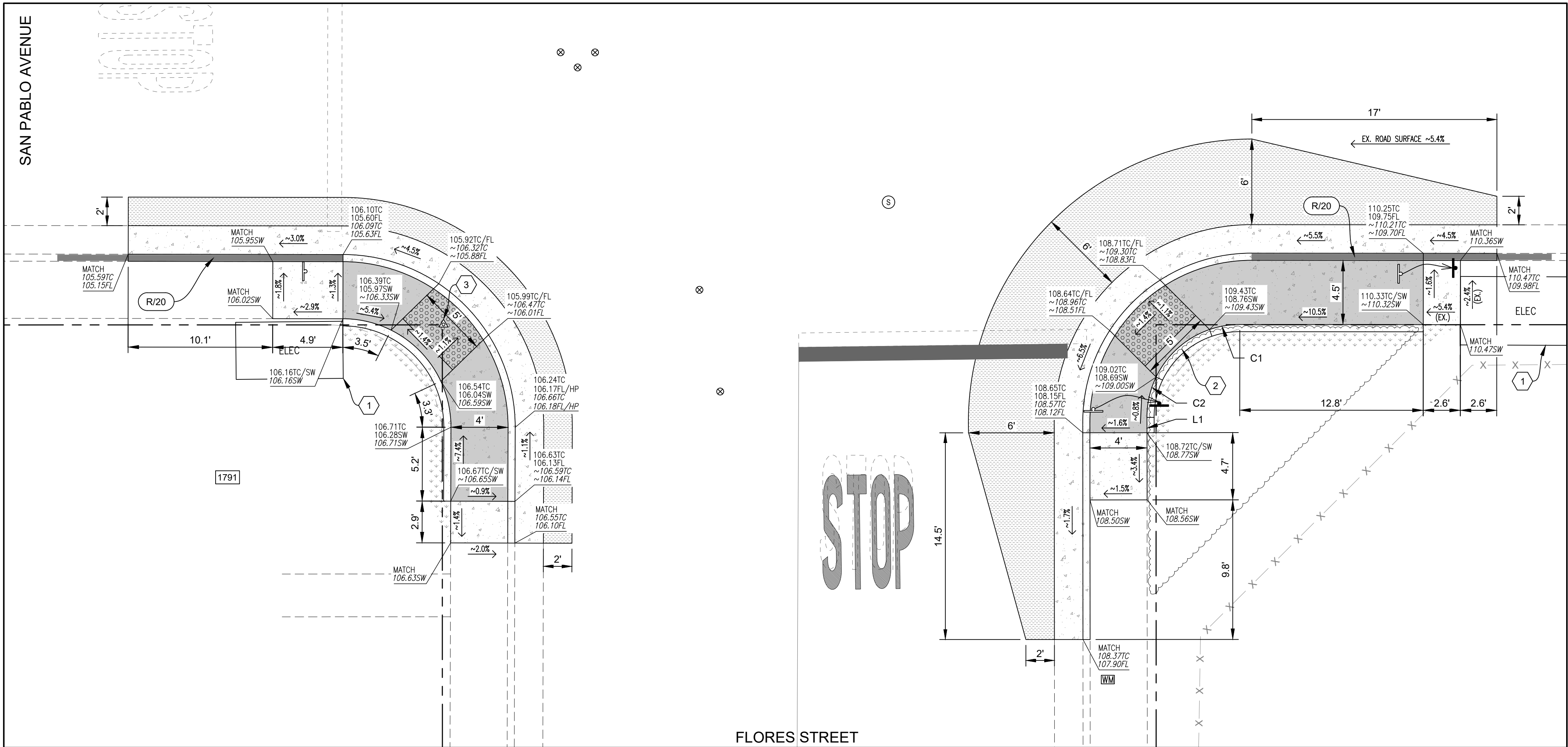
1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL & REGRADE
	CONSTRUCT 4" WIDE PCC RETAINING CURB
	APPROXIMATE RIGHT-OF-WAY LINE
	APPROXIMATE EASEMENT LINE
	FENCE & GATE
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	LIGHT STANDARD (EX.)

XXX.XX XXX.XX	DESIGN ELEVATION(S) (NON-ITALICIZED) EXIST. ELEVATION(S) (ITALICIZED)
------------------	--

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.21	7.83	23°27'23"
C2	0.96	7.91	06°56'48"
C3	3.00	8.33	20°38'06"
C4	4.01	8.33	27°34'54"

P:\R17\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Pkg Date: 4/17/2024 10:00 AM



ENLARGEMENT D
FLORES STREET @ SAN PABLO AVENUE (S)

ENLARGEMENT D NOTES:

1. PROTECT IN PLACE EXISTING ELECTRICAL VAULT.
2. TRIM & REMOVE EXISTING PLANT MATERIAL @ BACK OF SIDEWALK.
3. EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2" OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

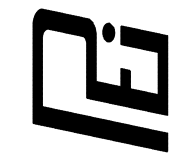
	PORTLAND CEMENT CONCRETE IMPROVEMENTS		LIGHT STANDARD (EX.)
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		WATER METER COVER
	INSTALL DETECTABLE WARNING SURFACE		WATER VALVE
	HMA CONFORM, REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		SURVEY MARKER
	APPROXIMATE RIGHT-OF-WAY LINE		SURVEY NAIL
	APPROXIMATE EASEMENT LINE		ROADSIDE SIGN (EX.)
	FENCE & GATE		RELOCATE ROADSIDE SIGN
	ASPHALT CONCRETE		PROPERTY ADDRESS
	PORTLAND CONCRETE CEMENT EX.		FLOWLINE
	PORTLAND CONCRETE CEMENT		SIDEWALK
	CURB PAINT		TOP OF CURB
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		HIGH POINT
			DESIGN ELEVATION(S)
			EXIST. ELEVATION(S)
			(NON-ITALICIZED) (ITALICIZED)

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.07	N01°05' 31"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	2.16	6.50	19°00'25"
C2	2.92	6.50	25°45'36"

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CITY OF SEASIDE

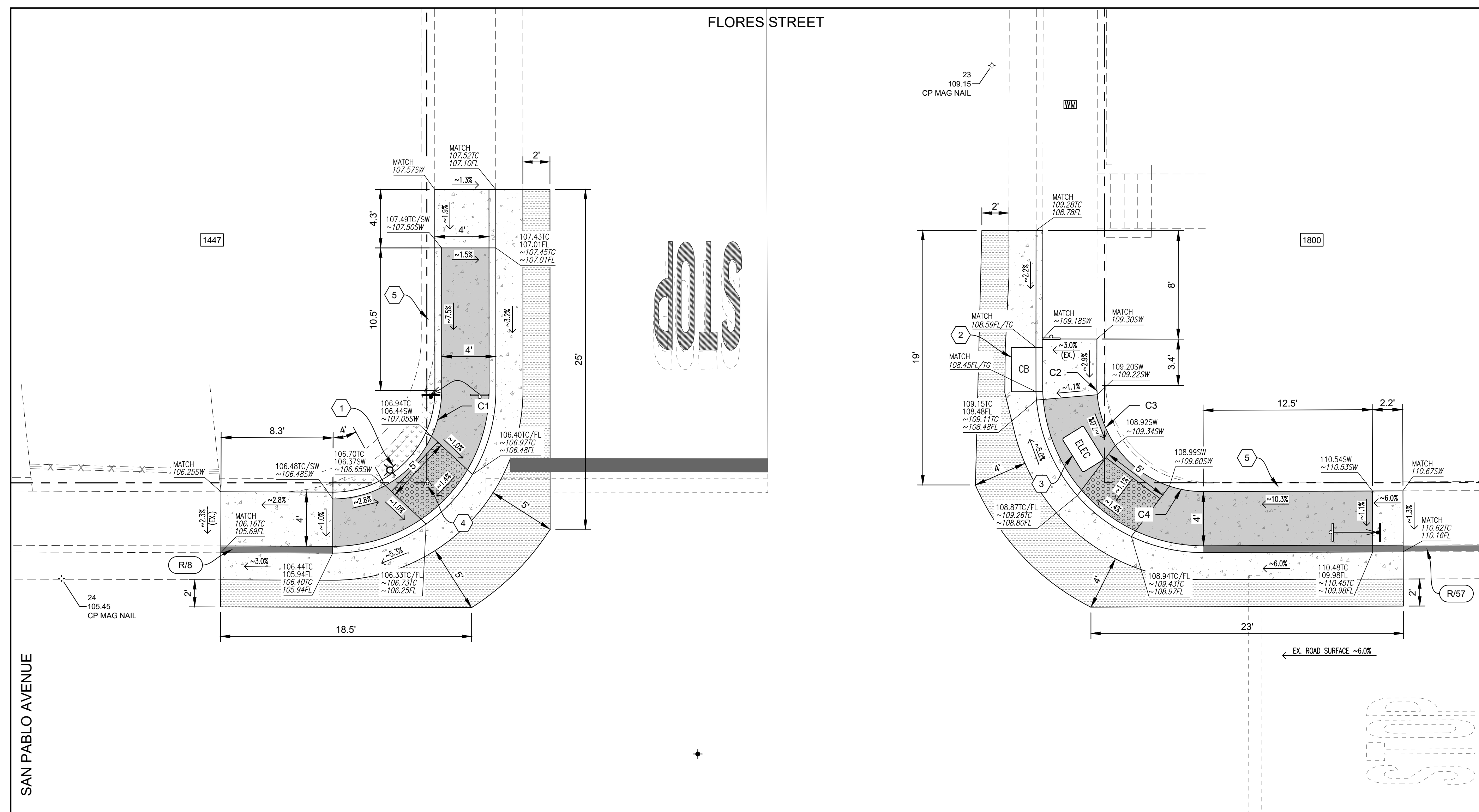
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT D

FLORES STREET @ SAN PABLO AVENUE (S)



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	



ENLARGEMENT E
FLORES STREET @ SAN PABLO AVENUE (N)
1"=5'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.48	8.00	24°57'12"
C2	0.69	7.83	05°04'27"
C3	4.00	7.83	29°18'16"
C4	2.55	7.83	18°39'01"

ENLARGEMENT E NOTES:

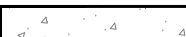
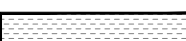
- 1 PROTECT IN PLACE EXISTING STREET LIGHT.
- 2 PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- 3 ADJUST EXISTING ELECTRICAL BOX COVER FLUSH W/ FINISHED GRADE
- 4 EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- 5 PROTECT IN PLACE EXISTING RETAINING WALL.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

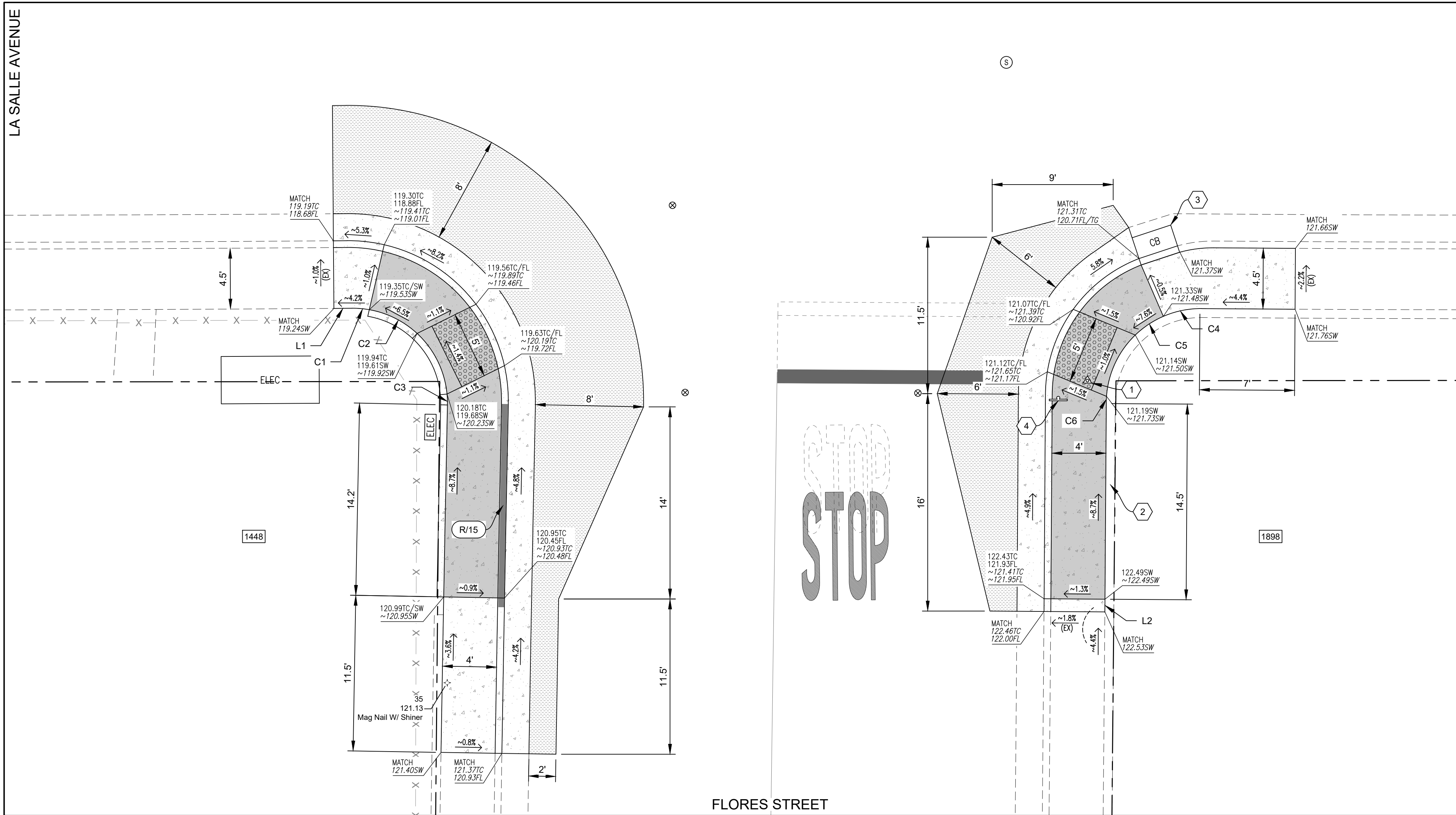
- | | | | |
|--|---|---|--|
|  | PORTLAND CEMENT CONCRETE IMPROVEMENTS |  | LIGHT STANDARD (EX.) |
|  | PORTLAND CEMENT CONCRETE RAMPING SURFACE |  | WATER METER COVER |
|  | INSTALL DETECTABLE WARNING SURFACE |  | SURVEY MONUMENT COVER |
|  | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |  | SURVEY MARKER |
|  | BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION |  | PROPERTY ADDRESS |
|  | APPROXIMATE RIGHT-OF-WAY LINE |  | SURVEY NAIL |
|  | APPROXIMATE EASEMENT LINE |  | ROADSIDE SIGN (EX.) |
|  | FENCE & GATE |  | RELOCATE ROADSIDE SIGN |
|  | ASPHALT CONCRETE |  | FLOWLINE |
|  | PORTLAND CONCRETE CEMENT EX. |  | SIDEWALK |
|  | PORTLAND CONCRETE CEMENT |  | TOP OF CURB |
|  | CURB PAINT |  | CATCH BASIN |
|  | CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW)
/ CURB PAINT LENGTH "YY" (LF) |  | TOP OF GRATE |
| | XXX.XX
XXX.XX | | DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON-ITALICIZED)
(ITALICIZED) |



DRAWN BY:		BM	
PROJECT NUMBER:		230127	
SCALE:		1"=5'	
VERIFY SCALE  BAR REPRESENTS 1" ON ORIGINAL			
DATE:		APRIL 2024	
SHEET NUMBER:			

18 of 36

P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_FLORES CURB RAMPS.DWG Plt Date: 4/17/2024 10:01 AM



ENLARGEMENT F
FLORES STREET @ LA SALLE AVENUE
1"=5'



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.35	S89°49' 32"E
L2	0.94	N01°01' 41"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.28	7.00	10°26'54"
C2	4.00	7.00	32°44'16"
C3	0.80	7.00	06°35'16"
C4	2.91	7.00	23°50'09"
C5	2.51	7.00	20°30'56"
C6	0.47	7.00	03°51'26"

ENLARGEMENT F NOTES:

- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- PROTECT IN PLACE EXISTING RETAINING WALL.
- PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
- PROVIDE 32" MIN. OF CLEAR WIDTH BETWEEN SIGN POST & BACK OF SIDEWALK.

NOTES:

- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL & REGRADE
- APPROXIMATE RIGHT-OF-WAY LINE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
- WATER VALVE

- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SURVEY MARKER
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- CATCH BASIN
- TOP OF GRATE
- TOP OF PAVEMENT

XXX.XX
XXX.XX
DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON-ITALICIZED)
(ITALICIZED)

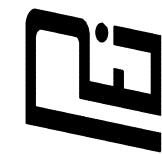
CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
ENLARGEMENT F
FLORES STREET @ LA SALLE AVENUE



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS 1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:

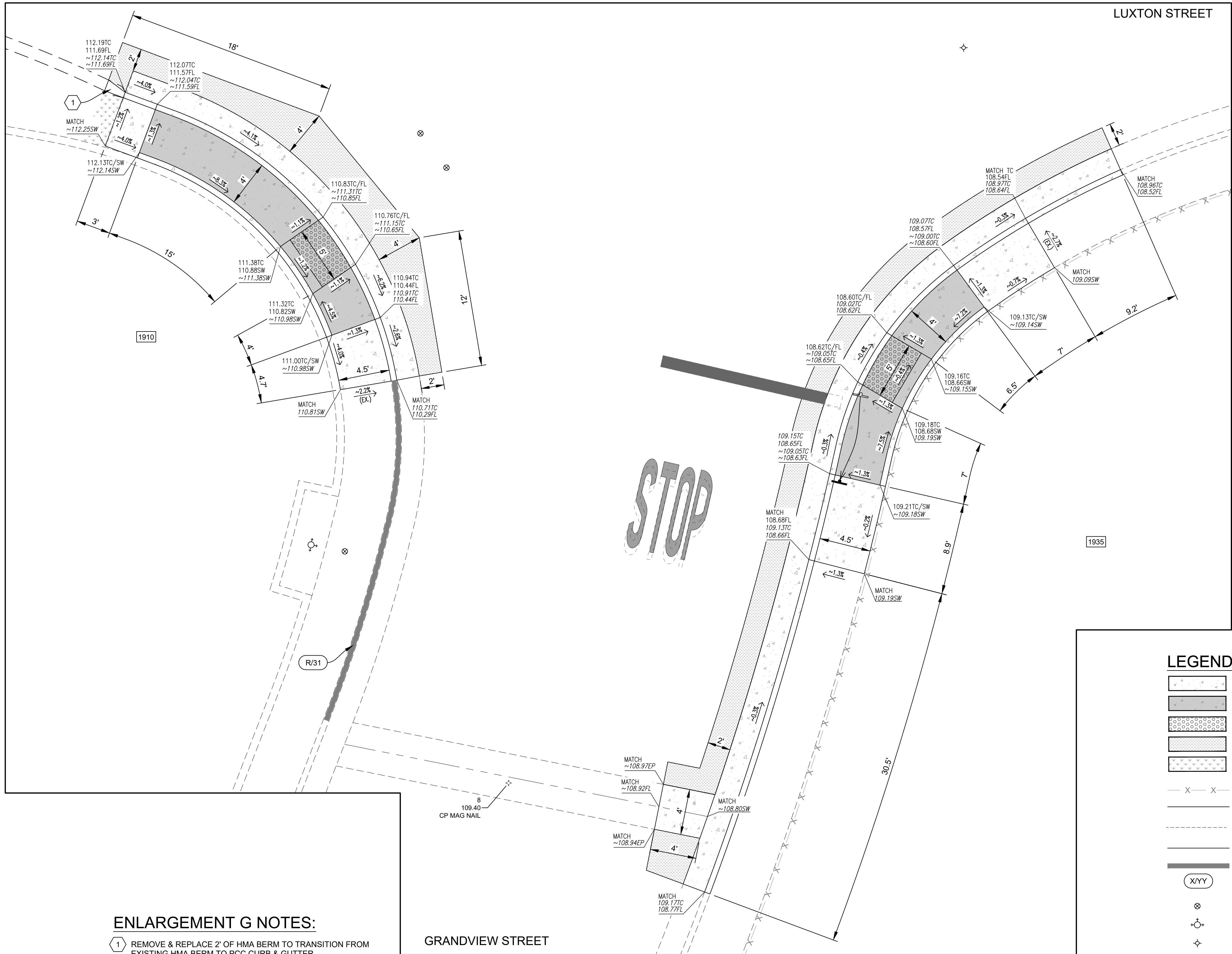
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P:\R1: Z:\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:00 AM



ENLARGEMENT G NOTES:

- 1 REMOVE & REPLACE 2' OF HMA BERM TO TRANSITION FROM EXISTING HMA BERM TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

ENLARGEMENT G
GRANDVIEW STREET @ LUXTON STREET

1"=5'



LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
| | INSTALL DETECTABLE WARNING SURFACE |
| | HMA CONFORM, REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION |
| | FENCE & GATE |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | CURB PAINT |
| | CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF) |
| | WATER VALVE |
| | FIRE HYDRANT (EX.) |
| | SURVEY NAIL |
| | ROADSIDE SIGN (EX.) |
| | RELOCATE ROADSIDE SIGN |
| | PROPERTY ADDRESS |
| | FLOWLINE |
| | SIDEWALK |
| | TOP OF CURB |
| | EDGE OF PAVEMENT |
| | DESIGN ELEVATION(S) |
| | EXIST. ELEVATION(S) |
| | (NON-ITALICIZED) |
| | (ITALICIZED) |

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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT G
GRANDVIEW STREET @ LUXTON STREET



DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

BAR REPRESENTS 1" ON ORIGINAL

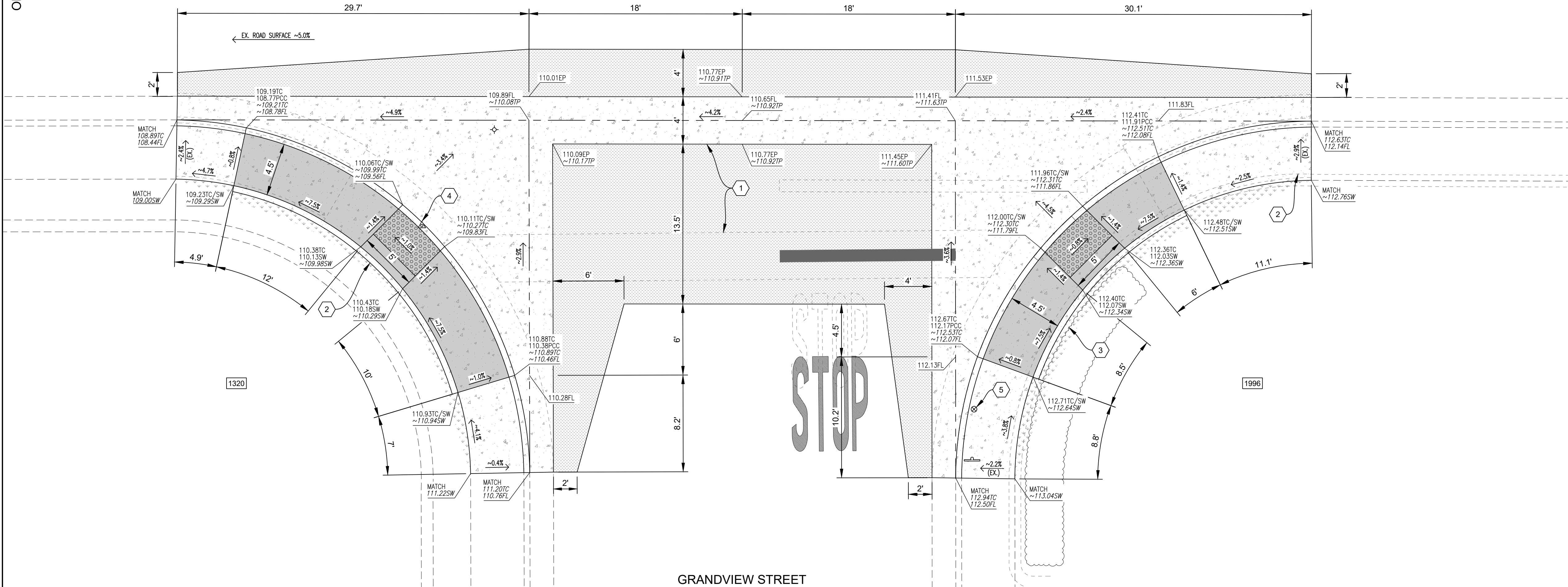
DATE: APRIL 2024

SHEET NUMBER:

20 of 36

P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plt Date: 4/17/2024 10:02 AM

ORD GROVE AVENUE



GRANDVIEW STREET

ENLARGEMENT H
GRANDVIEW STREET @ ORD GROVE AVENUE (S)
1"=5'



ENLARGEMENT H NOTES:

- 1 DEMOLISH EXISTING CONCRETE VALLEY GUTTER & CONSTRUCT PCC VALLEY GUTTER & SPANDRELS PER CITY OF SEASIDE STANDARD DRAWING S-106.
- 2 RELOCATE EXISTING BRICKS BEHIND NEW RAMP & SIDEWALK.
- 3 TRIM & REMOVE EXISTING PLANT MATERIAL @ BACK OF SIDEWALK.
- 4 RESET EXISTING CITY VERTICAL BENCHMARK & RECORD ELEVATION W/ CITY.
- 5 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
| | INSTALL DETECTABLE WARNING SURFACE |
| | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | WATER VALVE |

- | | |
|--|--|
| | SURVEY MARKER |
| | SURVEY NAIL |
| | ROADSIDE SIGN (EX.) |
| | PROPERTY ADDRESS |
| | FLOWLINE |
| | SIDEWALK |
| | TOP OF CURB |
| | TOP OF PAVEMENT |
| | DESIGN ELEVATION(S)
EXIST. ELEVATION(S) |
| | (NON-ITALICIZED)
(ITALICIZED) |

CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT H

GRANDVIEW STREET @ ORD GROVE AVENUE (S)

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DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

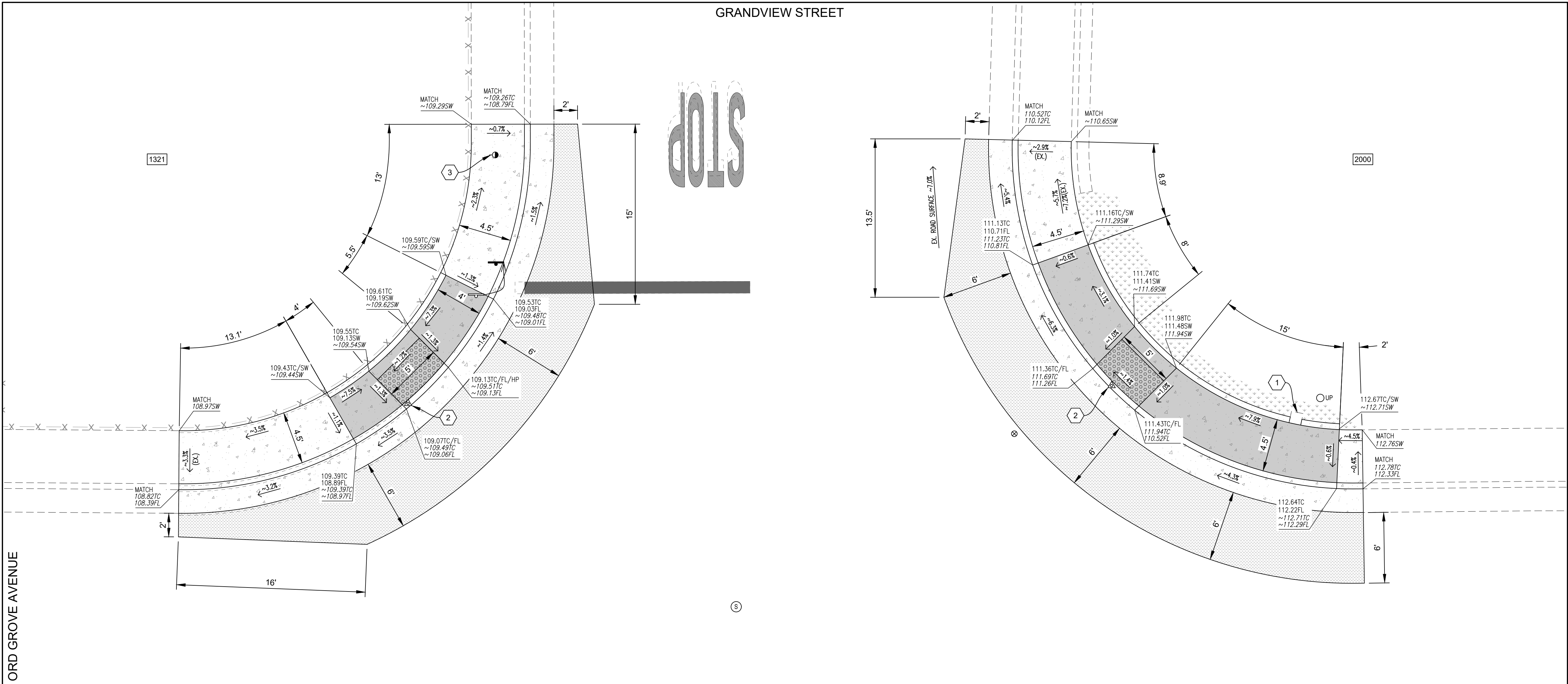
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

21 of 36

P:\R1: Z:\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 01\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:01 AM



ENLARGEMENT I
GRANDVIEW STREET @ ORD GROVE AVENUE (N)
1"=5'



ENLARGEMENT I NOTES:

1. PROTECT IN PLACE EXISTING BRICK COLUMN. FORM RETAINING CURB ON EITHER SIDE OF COLUMN.
2. RESET EXISTING CITY VERTICAL BENCHMARK & RECORD ELEVATION W/ CITY.
3. PG&E TO RELOCATE EXISTING GUY ANCHOR OUTSIDE OF PATH OF TRAVEL. CONTRACTOR TO COORDINATE W/ PG&E.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		SURVEY MARKER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		RELOCATE ROADSIDE SIGN
	FENCE & GATE		PROPERTY ADDRESS
	ASPHALT CONCRETE		FLOWLINE
	PORTLAND CONCRETE CEMENT EX.		SIDEWALK
	PORTLAND CONCRETE CEMENT		TOP OF CURB
	UTILITY POLE		HIGH POINT
	GUY ANCHOR		TOP OF PAVEMENT
	WATER VALVE		DESIGN ELEVATION(S) EXIST. ELEVATION(S)
			(NON-ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT I

GRANDVIEW STREET @ ORD GROVE AVENUE (N)



DRAWN BY:

BM, JL

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

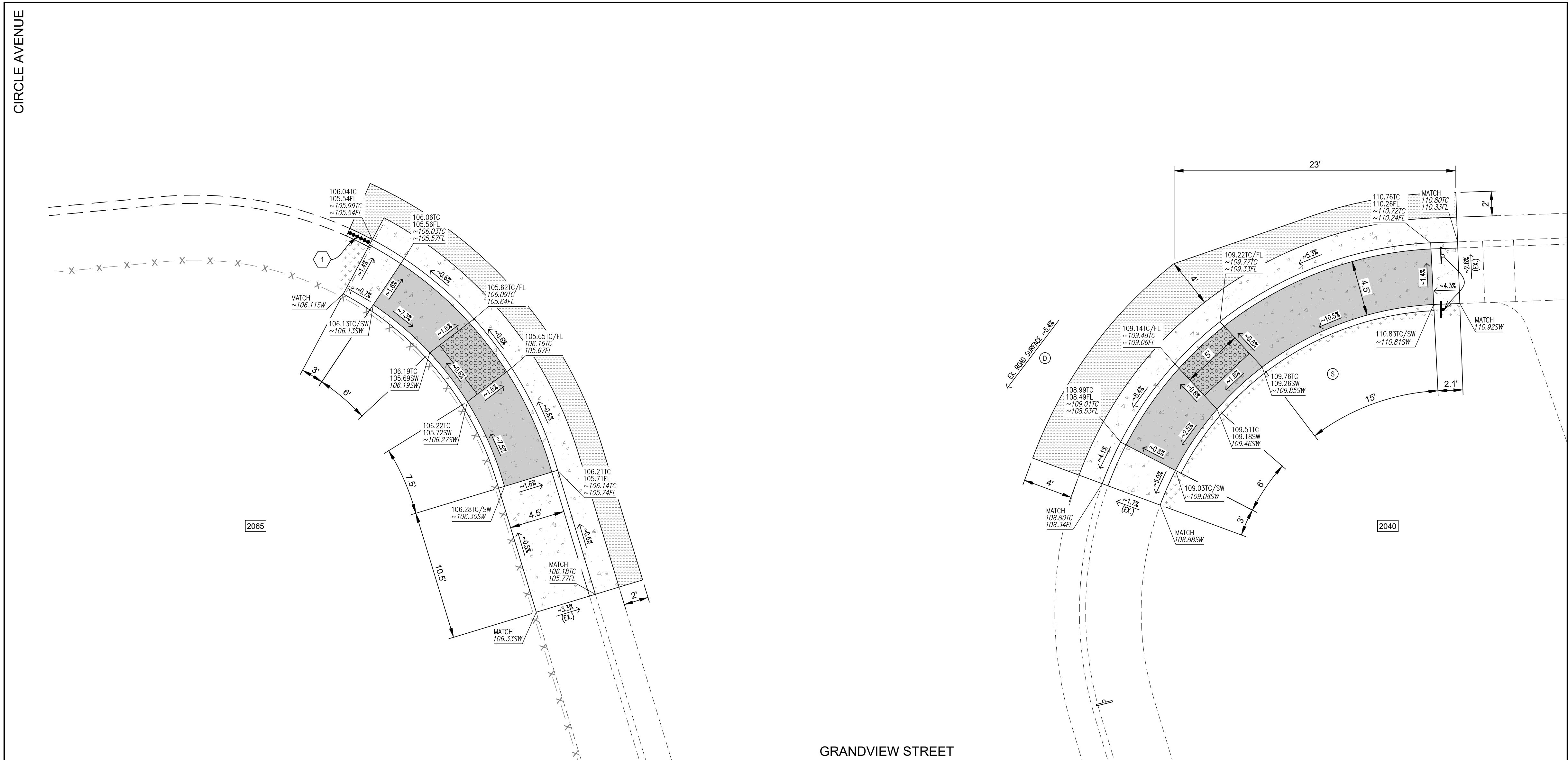
DATE:

APRIL 2024

SHEET NUMBER:

22 of 36

P:\R1\Z\SHARED\PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01 GRANDVIEW CURB RAMPS.DWG Plot Date: 4/17/2024 10:01 AM



ENLARGEMENT J
GRANDVIEW STREET @ CIRCLE AVENUE
1"=5'



ENLARGEMENT J NOTES:

- 1 REMOVE & REPLACE 2' OF HMA DIKE TO TRANSITION FROM EXISTING HMA DIKE TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- REMOVE & REPLACE HMA DIKE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT

- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SURVEY NAIL
- ROADSIDE SIGN (EX.)
- RELOCATE ROADSIDE SIGN
- PROPERTY ADDRESS
- FLOWLINE
- SIDEWALK
- TOP OF CURB
- DESIGN ELEVATION(S)
EXIST. ELEVATION(S) (NON-ITALICIZED)
(ITALICIZED)

CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT J

GRANDVIEW STREET @ CIRCLE AVENUE

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DRAWN BY: BM, JL

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

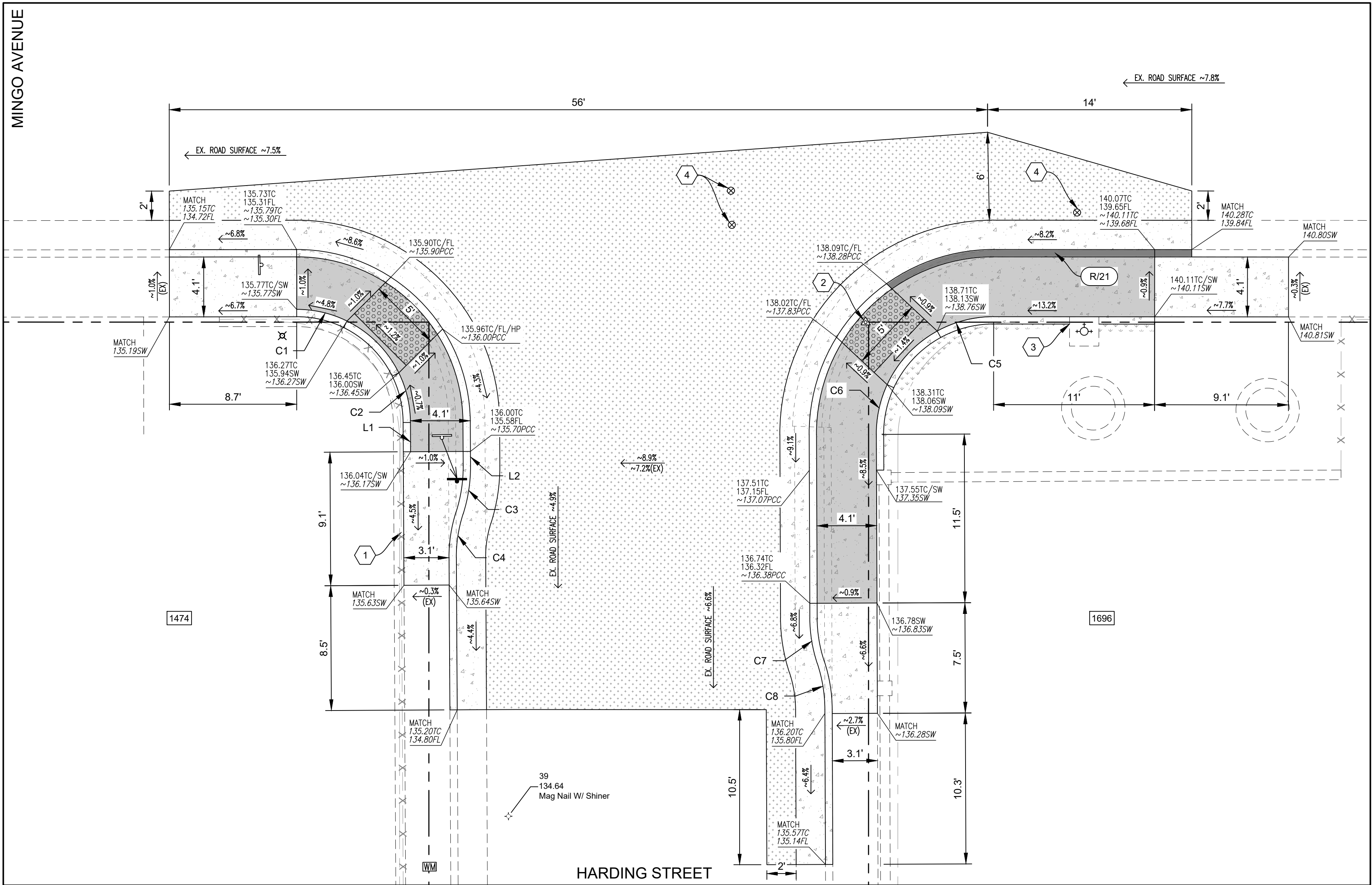
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

23 of 36

P:\R17\Z\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_HARDING CURB RAMP'S.DWG Plot Date: 4/17/2024 10:01 AM



ENLARGEMENT K
HARDING STREET @ MINGO AVENUE
1"=5'

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	2.00	N00° 49' 49"E
L2	1.00	N00° 49' 49"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	3.55	7.75	26°15'14"
C2	3.50	7.75	25°54'22"
C3	3.33	10.50	18°11'31"
C4	3.02	9.50	18°11'31"
C5	4.02	8.00	28°46'16"
C6	3.50	8.00	25°04'26"
C7	3.18	10.00	18°11'31"
C8	3.18	10.00	18°11'31"

CONSTRUCTION NOTES:

- PROTECT IN PLACE EXISTING FENCE
- EXISTING 1/2" BRASS PIN W/ TAG LS 2369. CONTRACTOR SURVEYOR TO RESET MARKER & RECORD W/ COUNTY.
- MATCH TOP OF PROPOSED RETAINING CURB TO EXISTING PCC PAD SURFACE.
- LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
- GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- PORTLAND CEMENT CONCRETE RAMPING SURFACE
- INSTALL DETECTABLE WARNING SURFACE
- REMOVE, REGRADE & PLACE 6" HMA SEE SHEET 36 FOR DETAIL.
- BACKFILL W/ NATIVE SOIL & REGRADE
- APPROXIMATE RIGHT-OF-WAY LINE
- APPROXIMATE EASEMENT LINE
- FENCE & GATE
- ASPHALT CONCRETE
- PORTLAND CONCRETE CEMENT EX.
- PORTLAND CONCRETE CEMENT
- CURB PAINT
- CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)
- LIGHT STANDARD (EX.)

- WM WATER METER COVER
- ⊗ WATER VALVE
- ⊕ FIRE HYDRANT (EX.)
- ⊙ SURVEY MARKER
- ⊙ SURVEY NAIL
- ⊕ RELOCATE ROADSIDE SIGN (EX.)
- XX PROPERTY ADDRESS
- FL FLOWLINE
- SW SIDEWALK
- TC TOP OF CURB
- HP HIGH POINT
- TP TOP OF PAVEMENT

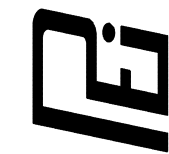
XXX.XX
XXX.XX

DESIGN ELEVATION(S)
EXIST. ELEVATION(S)

(NON-ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT K

HARDING STREET @ MINGO AVENUE



DRAWN BY: BM

PROJECT NUMBER: 230127

SCALE: 1"=5'

VERIFY SCALE

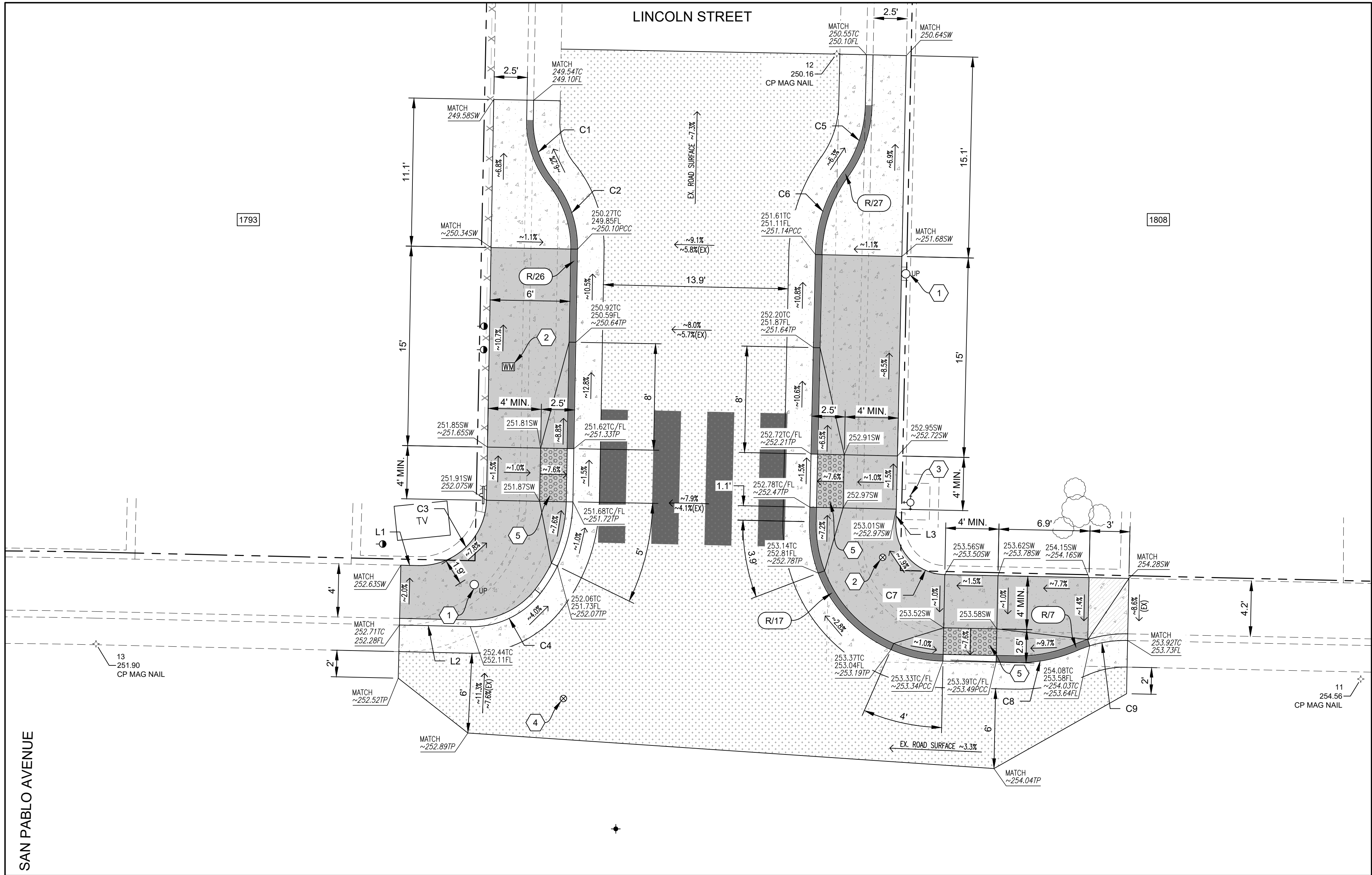
BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

24 of 36

P:\R\Z\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_LINCOLN CURB RAMP.DWG Pld Date: 4/17/2024 10:00 AM



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	1.33	N88° 50' 30"W
L2	5.33	N88° 50' 30"W
L3	1.09	N01° 08' 09"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	4.88	7.00	39°56'40"
C2	5.58	8.00	39°56'40"
C3	7.88	5.00	90°15'00"
C4	6.03	6.50	53°07'48"
C5	5.41	9.00	34°24'41"
C6	6.61	11.00	34°24'41"
C7	5.90	3.75	90°05'32"
C8	4.74	11.00	24°42'04"
C9	3.88	9.00	24°41'59"

ENLARGEMENT L NOTES:

1. PROTECT IN PLACE EXISTING UTILITY POLE.
2. ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
3. PROTECT IN PLACE EXISTING FIRE HYDRANT.
4. LOWER UTILITY COVER WITHIN HMA TRANSITION.
5. DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP & A 2' DEPTH OF THE CURB RAMP.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

ENLARGEMENT L
LINCOLN STREET @ SAN PABLO AVENUE
1"=5'

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
PORTLAND CEMENT CONCRETE RAMPING SURFACE
REMOVE & REPLACE PCC DRIVEWAY
INSTALL DETECTABLE WARNING SURFACE
REMOVE, REGRADE, & PLACE 6" HMA SEE SHEET 36 FOR DETAIL.
BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
APPROXIMATE RIGHT-OF-WAY LINE
FENCE & GATE
ASPHALT CONCRETE
PORTLAND CONCRETE CEMENT EX.
PORTLAND CONCRETE CEMENT

- CURB PAINT
CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW)
/ CURB PAINT LENGTH "YY" (LF)
WATER METER COVER
PROPERTY ADDRESS
SURVEY MONUMENT COVER
SURVEY NAIL
ROADSIDE SIGN (EX.)
FLOWLINE
SIDEWALK
UTILITY POLE
GUY ANCHOR

- WATER VALVE
FIRE HYDRANT (EX.)
TOP OF CURB
HIGH POINT
TOP OF PAVEMENT
DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON-ITALICIZED)
(ITALICIZED)

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2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT L

LINCOLN STREET @ SAN PABLO AVENUE



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

1"=5'

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

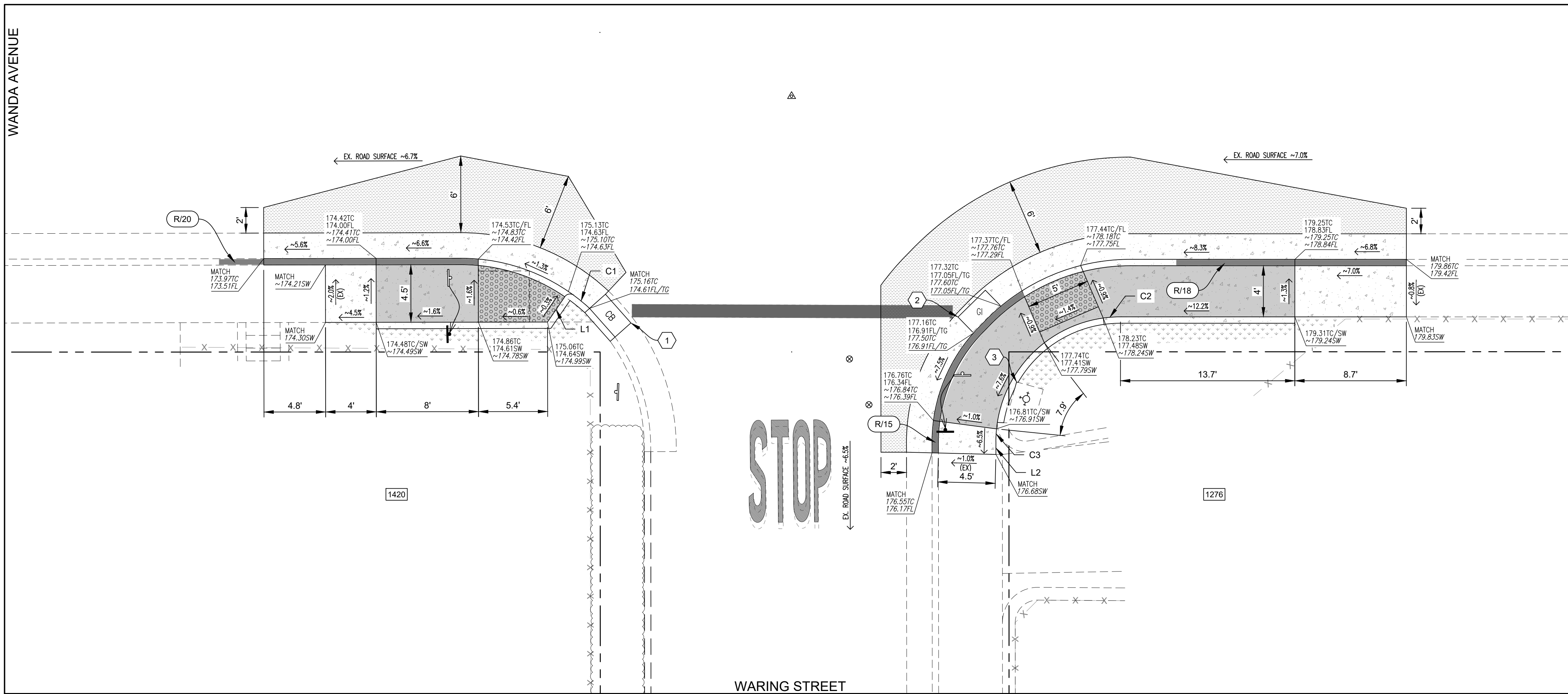
DATE:

APRIL 2024

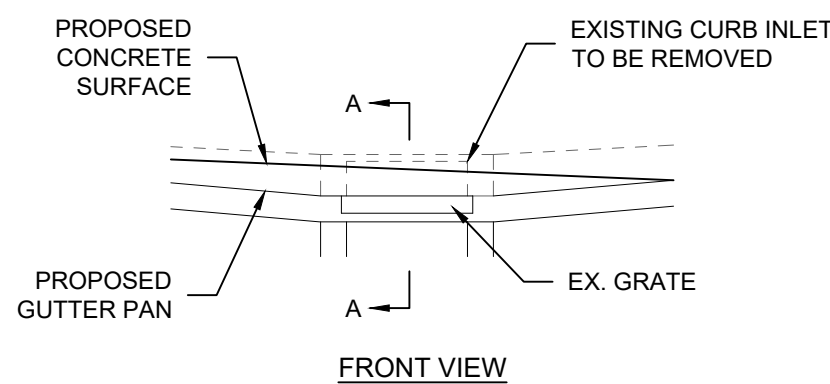
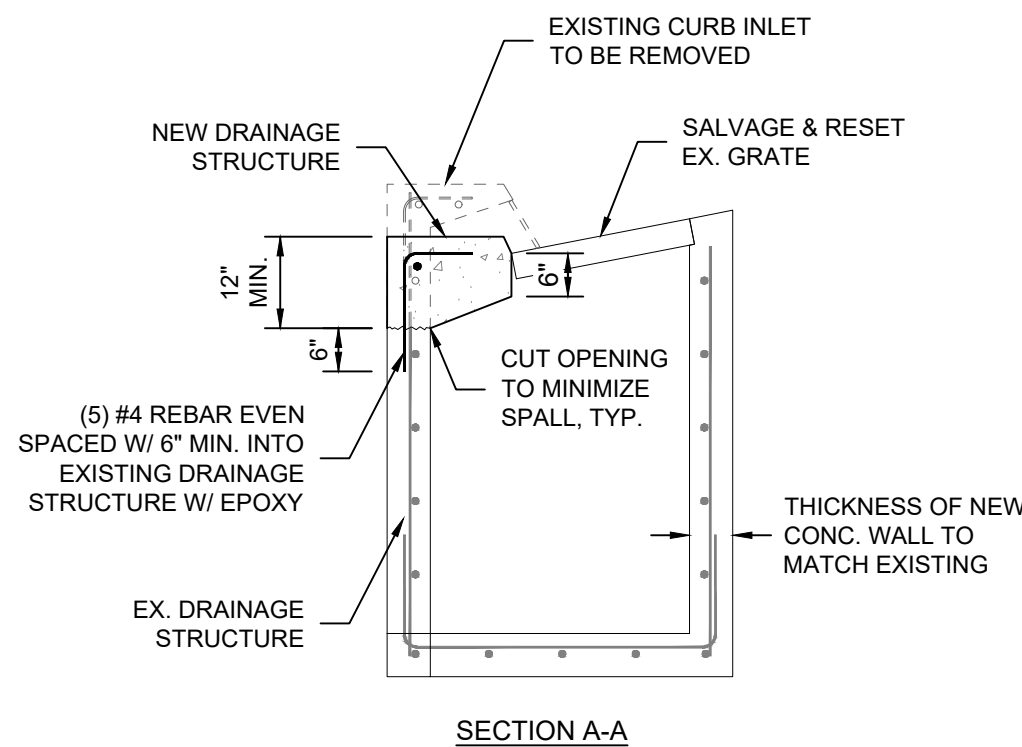
SHEET NUMBER:

25 of 36

P:\R\2\SHARED\R DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_WARING CURB RAMPS.DWG Plot Date: 4/17/2024 10:01 AM



ENLARGEMENT M
WARING STREET @ WANDA AVENUE (S)
1"=5'



- NOTES:
1. CONTRACTOR SHALL INSTALL IN THE GRATE INLET A TEMPORARY SYSTEM TO CATCH ANY DEBRIS DURING DEMOLITION & RECONSTRUCTION.
 2. CONCRETE SHALL BE CLASS "A", 4,000 PSI IN 28 DAYS.

RECONSTRUCT TOP OF GRATE INLET
N.T.S.

ENLARGEMENT M NOTES:

1. PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE.
2. REMOVE TOP PORTION OF CURB INLET STRUCTURE & CONSTRUCT GRATE INLET PER DETAIL ON THIS SHEET.
3. TOP OF RETAINING CURB TO BE FLUSH WITH EXISTING CONCRETE PAD SURFACE.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	2.39	N35°37'02"E
L2	1.01	N01°08'29"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.61	14.83	06°12'18"
C2	1.35	9.75	07°56'30"
C3	0.99	9.75	05°50'40"

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		FIRE HYDRANT (EX.)
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		SURVEY MARKER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL & REGRADE		RELOCATE ROADSIDE SIGN
	APPROXIMATE RIGHT-OF-WAY LINE		PROPERTY ADDRESS
	FENCE & GATE		FLOWLINE
	ASPHALT CONCRETE		SIDEWALK
	ASPHALT CONCRETE EX.		TOP OF CURB
	PORTLAND CONCRETE CEMENT EX.		CATCH BASIN
	PORTLAND CONCRETE CEMENT		GRATE INLET
	CURB PAINT		TOP OF GRATE
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		TOP OF PAVEMENT
	WATER VALVE		DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)

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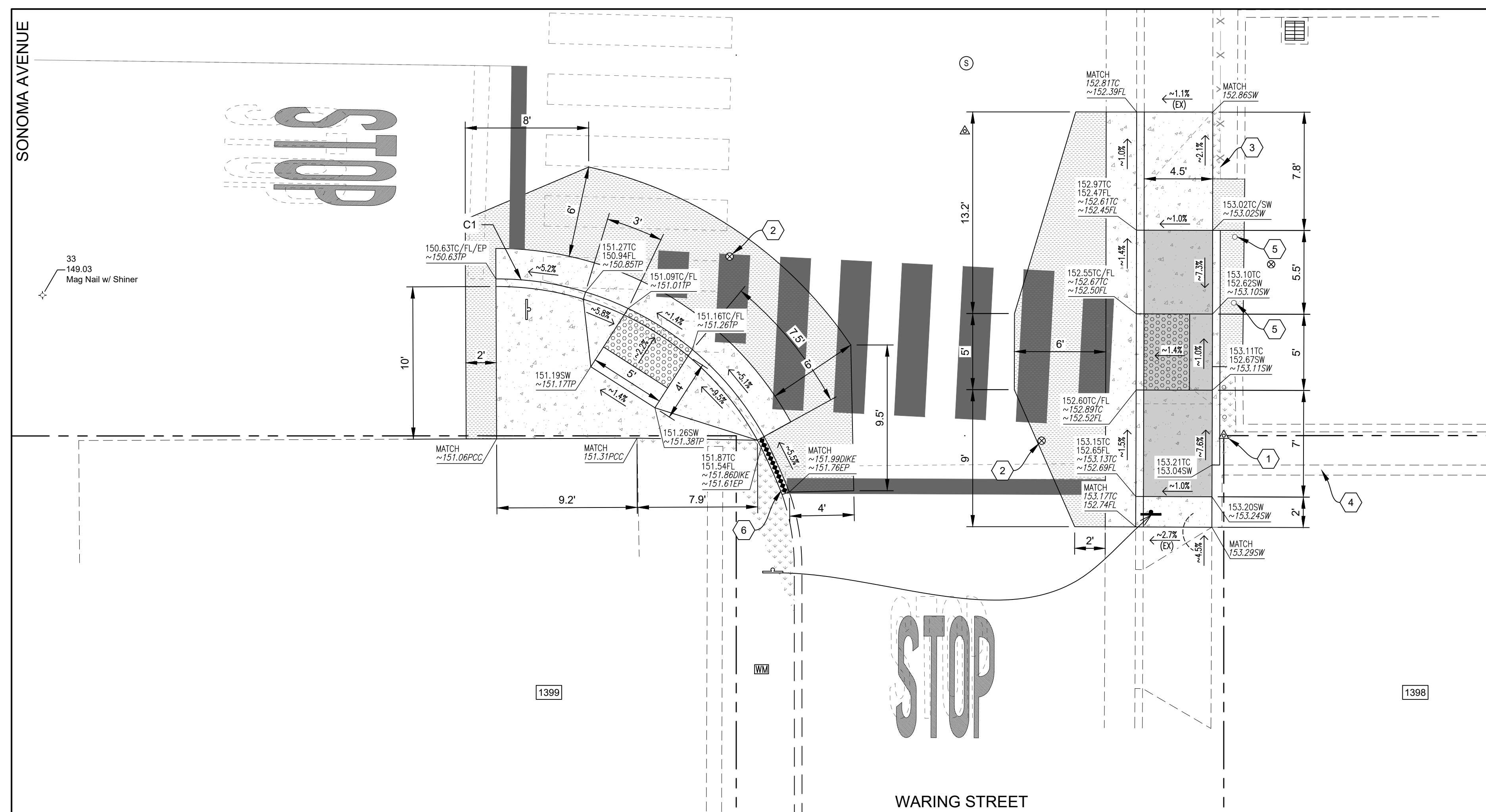
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT M

WARING STREET @ WANDA AVENUE (S)



DRAWN BY: BM
PROJECT NUMBER: 230127
SCALE: 1"=5'
VERIFY SCALE
BAR REPRESENTS
1" ON ORIGINAL
DATE: APRIL 2024
SHEET NUMBER:



ENLARGEMENT OF
WARING STREET @ SONOMA AVENUE (S)

ENLARGEMENT O NOTES:

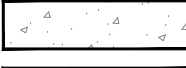
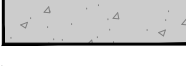
- 1 PROTECT IN PLACE EXISTING 1-1/2" IP TAGGED LS 3872.
- 2 LOWER UTILITY WITHIN HMA TRANSITION.
- 3 PROTECT IN PLACE EXISTING FENCE.
- 4 PROTECT IN PLACE EXISTING RETAINING WALL.
- 5 PROTECT IN PLACE EXISTING PIPE BOLLARD.
- 6 REMOVE & REPLACE 4' OF HMA DIKE TO TRANSITION FROM EXISTING HMA DIKE TO PCC CURB & GUTTER.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	21.43	20.00	61°23'53"

LEGEND

- | | |
|--|---|
|  | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
|  | PORTLAND CEMENT CONCRETE RAMPING SURFACE |
|  | INSTALL DETECTABLE WARNING SURFACE |
|  | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
|  | BACKFILL W/ NATIVE SOIL & REGRADE |
|  | REMOVE & REPLACE HMA DIKE |
|  | APPROXIMATE RIGHT-OF-WAY LINE |
|  | FENCE & GATE |
|  | ASPHALT CONCRETE |
|  | ASPHALT CONCRETE EX. |
|  | PORTLAND CONCRETE CEMENT EX. |
|  | PORTLAND CONCRETE CEMENT |

- | | | |
|---|---|----------------------------------|
|  | WATER METER COVER | |
|  | WATER VALVE | |
|  | MANHOLE COVER
(D=STORM DRAIN, S=SEWER, T=AT&T) | |
|  | SURVEY MARKER | |
|  | SURVEY NAIL | |
|  | ROADSIDE SIGN (EX.) | |
|  | RELOCATE ROADSIDE SIGN | |
|  | PROPERTY ADDRESS | |
| FL | FLOWLINE | |
| SW | SIDEWALK | |
| TC | TOP OF CURB | |
| TP | TOP OF PAVEMENT | |
| XXX.XX
XXX.XX | DESIGN ELEVATION(S)
EXIST. ELEVATION(S) | (NON-ITALICIZED)
(ITALICIZED) |

XXX.XX
XXX.XX

DESIGN ELEVATION(S)	(NON-ITALICIZED)
EXIST. ELEVATION(S)	(ITALICIZED)



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE  BAR REPRESENTS 1" ON ORIGINAL	
DATE:	APRIL 20
SHEET NUMBER:	

28 of 36

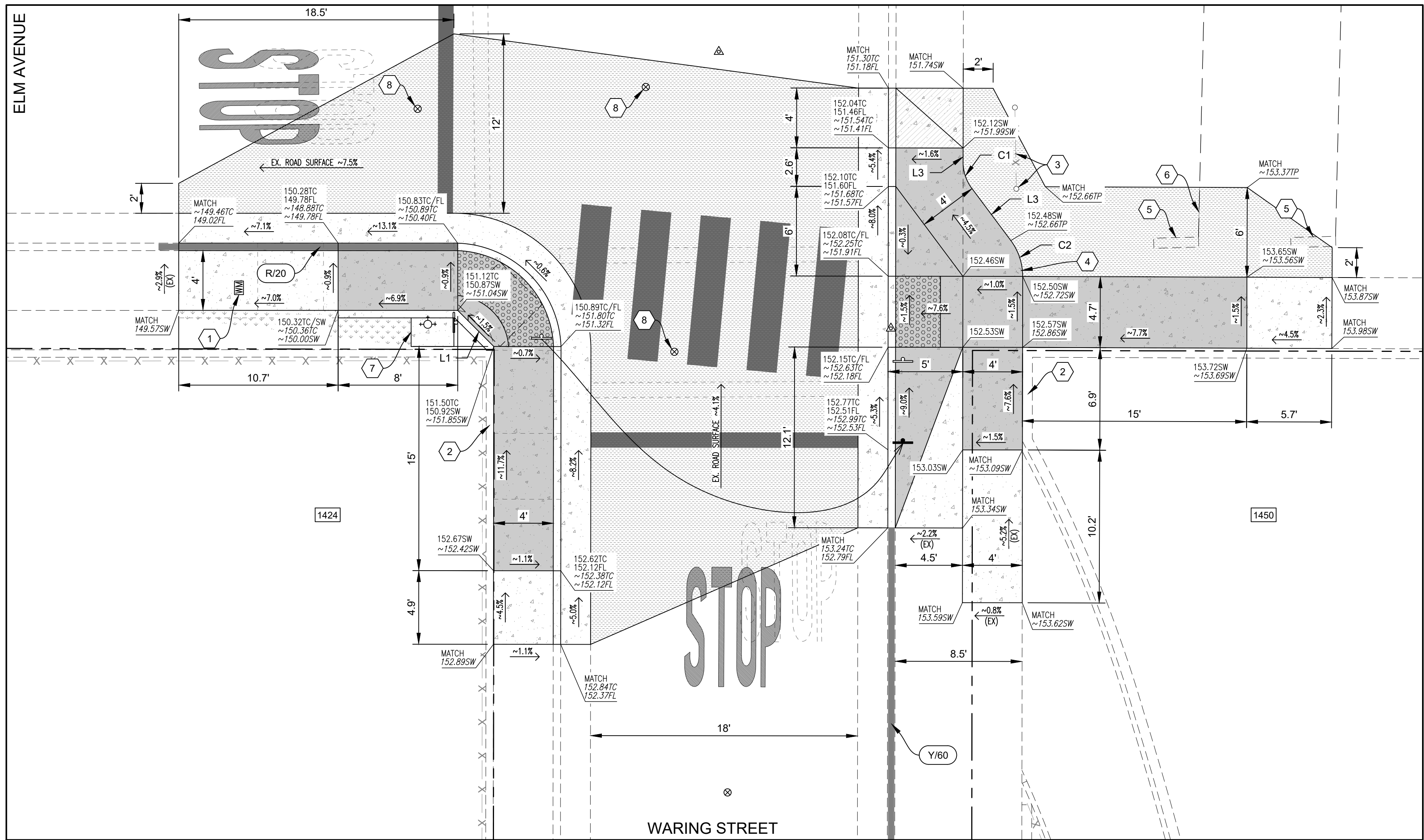
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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT O
WARING STREET @ SONOMA AVENUE (S)



ENLARGEMENT P
WARING STREET @ ELM AVENUE (S)
1"=5'



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	3.41	N43°53'26"W
L2	0.91	N01°09'58"E
L3	4.33	N35°42'13"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	1.93	3.00	36°52'11"
C2	2.57	4.00	36°52'11"

ENLARGEMENT P NOTES:

- 1 ADJUST UTILITY COVER FLUSH W/ FINISHED GRADE.
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.
- 3 PROTECT IN PLACE EXISTING BOLLARD & GATE.
- 4 SALVAGE & RESET EXISTING BOLLARD OUTSIDE OF PCC IMPROVEMENTS.
- 5 SALVAGE & RESET EXISTING WHEEL STOPS.
- 6 RESTRIPE ~4 LF OF 4" WIDE LINE. 2 COATS MIN. APPLICATION.
- 7 REMOVE & REPLACE PCC PAD @ FIRE HYDRANT. TOP OF PAD TO BE FLUSH W/ RETAINING CURB.
- 8 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

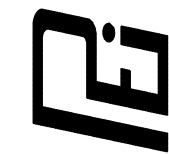
1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER VALVE
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		FIRE HYDRANT (EX.)
	REMOVE & REPLACE PCC DRIVEWAY		SURVEY MARKER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL & REGRADE		RELOCATE ROADSIDE SIGN
	APPROXIMATE RIGHT-OF-WAY LINE		PROPERTY ADDRESS
	FENCE & GATE		FLOWLINE
	ASPHALT CONCRETE		SIDEWALK
	PORTLAND CONCRETE CEMENT EX.		TOP OF CURB
	PORTLAND CONCRETE CEMENT		HIGH POINT
	CURB PAINT		TOP OF PAVEMENT
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		DESIGN ELEVATION(S) EXIST. ELEVATION(S)
	WATER METER COVER		(NON-ITALICIZED)

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT P

WARING STREET @ ELM AVENUE (S)



DRAWN BY: BM

PROJECT NUMBER: 230127

SCALE: 1"=5'

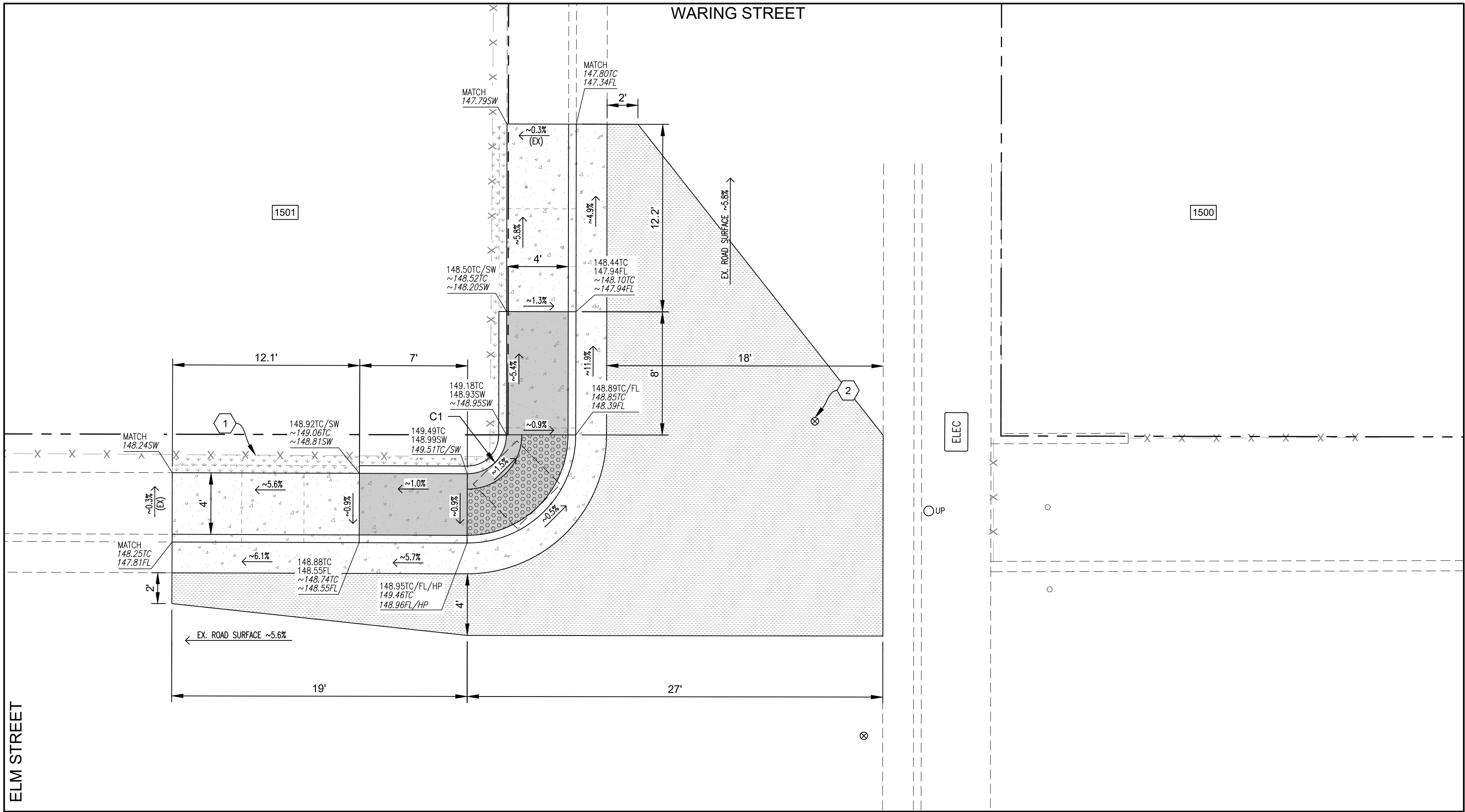
VERIFY SCALE

BAR REPRESENTS 1" ON ORIGINAL

DATE: APRIL 2024

SHEET NUMBER:

P:\R1\Z\SHARED\DR\PROJECTS\SEASIDE CITY\OF\230127\TASK 0\DRAWINGS\230127-01_WARING CURB RAMPS.DWG Pld Date: 4/17/2024 10:00 AM



ENLARGEMENT Q
WARING STREET @ ELM AVENUE (N)
1"=5'



ENLARGEMENT Q NOTES:

- 1 PROTECT IN PLACE EXISTING FENCE.
2 LOWER UTILITY COVER WITHIN HMA TRANSITION.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

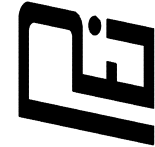
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	4.00	2.50	90°05'38"

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
PORTLAND CEMENT CONCRETE RAMPING SURFACE
INSTALL DETECTABLE WARNING SURFACE
HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
BACKFILL W/ NATIVE SOIL & REGRADE
APPROXIMATE RIGHT-OF-WAY LINE
FENCE & GATE
ASPHALT CONCRETE
PORTLAND CONCRETE CEMENT EX.
PORTLAND CONCRETE CEMENT
UTILITY POLE
WATER VALVE
PROPERTY ADDRESS
FLOWLINE
SIDEWALK
TOP OF CURB
HIGH POINT
TOP OF PAVEMENT
DESIGN ELEVATION(S)
EXIST. ELEVATION(S)
(NON--ITALICIZED)
(ITALICIZED)

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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT

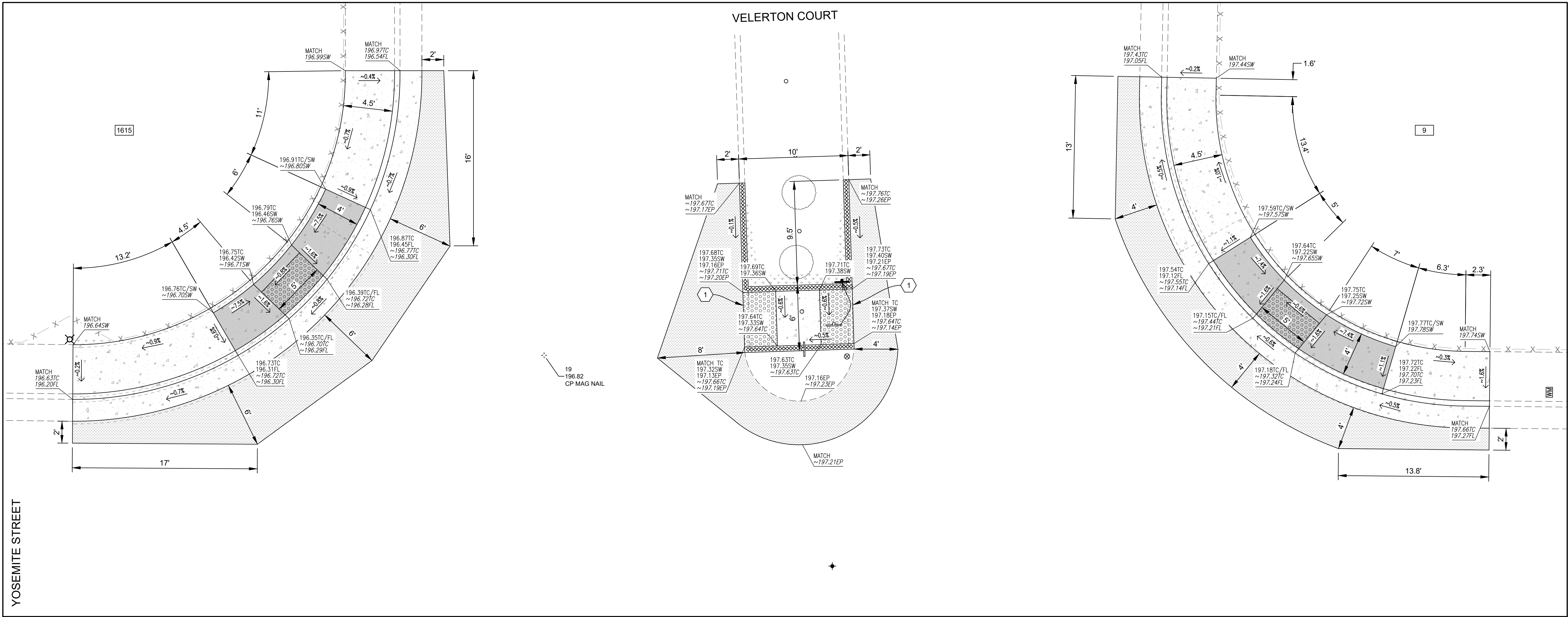
ENLARGEMENT Q

WARING STREET @ ELM AVENUE (N)



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

P:\R\2\SHARED\PROJECTS\SEASIDE CITY OF\230127\TASK 0\DRAWINGS\230127-01_YOSEMITE CURB RAMPS.DWG Plotted: 4/17/2024 10:01 AM



ENLARGEMENT R
YOSEMITE STREET @ VELERTON COURT
1"=5'



ENLARGEMENT R NOTES:

1. ASPHALT PAVEMENT ELEVATIONS SHOWN ARE PRIOR TO 2-1/4" HMA OVERLAY. CONTRACTOR TO PROVIDE TEMPORARY TRANSITION AT PASSAGEWAY UNTIL HMA OVERLAY IS PAVED. NEW SIDEWALK ELEVATIONS WILL BE FLUSH W/ OVERLAY SURFACE.

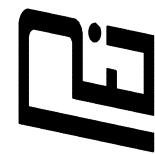
NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.
3. COUNTER SLOPE OF ROAD SURFACES IMMEDIATELY ADJACENT TO & WITHIN 24" OF ISLAND PASSAGEWAY SHALL BE NO STEEP THAN 5.0%.

LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER VALVE
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		SURVEY MONUMENT COVER
	INSTALL DETECTABLE WARNING SURFACE		SURVEY NAIL
	HMA CONFORM; REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		ROADSIDE SIGN (EX.)
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		RELOCATE ROADSIDE SIGN
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		PROPERTY ADDRESS
	FENCE & GATE	FL	FLOWLINE
	ASPHALT CONCRETE	SW	SIDEWALK
	PORTLAND CONCRETE CEMENT EX.	TC	TOP OF CURB
	PORTLAND CONCRETE CEMENT	EP	EDGE OF PAVEMENT
	LIGHT STANDARD (EX.)	TP	TOP OF PAVEMENT
	WATER METER COVER	XXX.XX XXX.XX	DESIGN ELEVATION(S) EXIST. ELEVATION(S)
		(NON-ITALICIZED) (ITALICIZED)	

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT R

YOSEMITE STREET @ VELERTON COURT



DRAWN BY:	BM
PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

31 of 36



- 1 REMOVE EXISTING CONCRETE BEHIND SIDEWALK & CONSTRUCT VARYING WIDTH RETAINING CURB BETWEEN NEW SURFACE & EXISTING RETAINING WALL (4" MIN. TO 8" MAX. WIDTH).
- 2 PROTECT IN PLACE EXISTING RETAINING WALL.

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

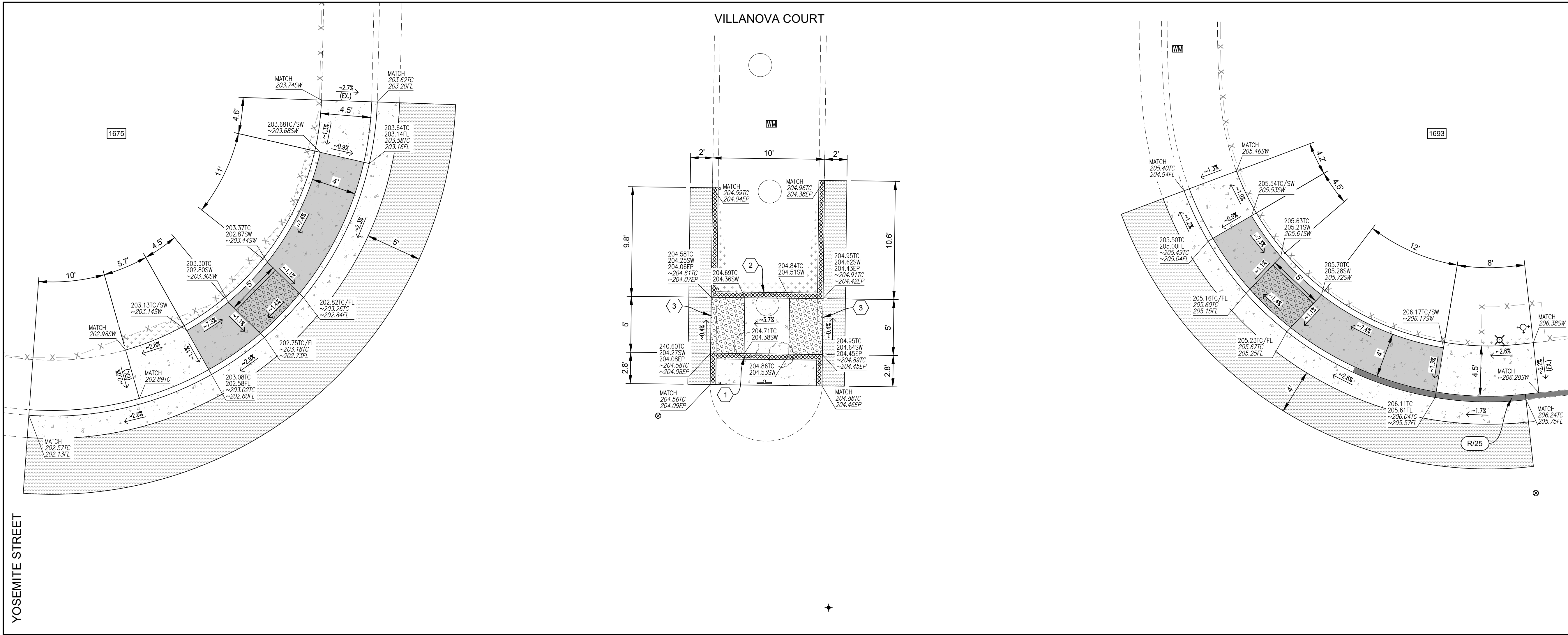
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.

	PORTLAND CEMENT CONCRETE IMPROVEMENTS
	PORTLAND CEMENT CONCRETE RAMPING SURFACE
	INSTALL DETECTABLE WARNING SURFACE
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
	REMOVE & REPLACE/ CONSTRUCT MODIFIED PCC CURB
	ASPHALT CONCRETE
	PORTLAND CONCRETE CEMENT EX.
	PORTLAND CONCRETE CEMENT
	LIGHT STANDARD (EX.)
	WATER VALVE
	MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
	FIRE HYDRANT (EX.)
	SURVEY MONUMENT COVER
	SURVEY NAIL
	ROADSIDE SIGN (EX.)
	PROPERTY ADDRESS
FL	FLOWLINE
SW	SIDEWALK
TC	TOP OF CURB
HP	HIGH POINT
<u>XXX.XX</u>	<u>DESIGN ELEVATION(S)</u>
<u>XXX.XX</u>	<u>EXIST. ELEVATION(S)</u>
	(NON - ITALICIZED)
	(ITALICIZED)

YOSEMITE STREET @ MENDOCINO STREET



P:\R1\2\SHARED\DRIVE\ACTIVE PROJECTS\SEASIDE, CITY OF\230127\TASK 0\DRAWINGS\230127-01_YOSEMITE CURB RAMPS.DWG Pld Date: 4/17/2024 10:01 AM



ENLARGEMENT T
YOSEMITE STREET @ VILLANOVA COURT
1"=5'



ENLARGEMENT T NOTES:

- 1 REMOVE PLANT MATERIAL WITHIN LIMITS OF WORK.
- 2 REMOVE EXISTING TREE, STUMP, & ROOT BALL. BACKFILL W/ CLASS 2 AGGREGATE BASE.
- 3 ASPHALT PAVEMENT ELEVATIONS SHOWN ARE PRIOR TO 2-1/4" HMA OVERLAY. CONTRACTOR TO PROVIDE TEMPORARY TRANSITION AT PASSAGEWAY UNTIL HMA OVERLAY IS PAVED. NEW SIDEWALK ELEVATIONS WILL BE FLUSH W/ OVERLAY SURFACE.

NOTES:

1. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.
2. GUTTER PAN SLOPE SHALL NOT EXCEED 4.2% (1" OF DEPTH OVER 2' OF WIDTH) WITHIN 2' OF CURB RAMP.
3. COUNTER SLOPE OF ROAD SURFACES IMMEDIATELY ADJACENT TO & WITHIN 24" OF ISLAND PASSAGEWAY SHALL BE NO STEEP THAN 5.0%.

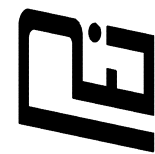
LEGEND

	PORTLAND CEMENT CONCRETE IMPROVEMENTS		WATER METER COVER
	PORTLAND CEMENT CONCRETE RAMPING SURFACE		WATER VALVE
	INSTALL DETECTABLE WARNING SURFACE		FIRE HYDRANT (EX.)
	HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER		SURVEY MONUMENT COVER
	BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION		SURVEY NAIL
	REMOVE & REPLACE/ CONSTRUCT PCC CURB		ROADSIDE SIGN (EX.)
	FENCE & GATE		PROPERTY ADDRESS
	ASPHALT CONCRETE		FLOWLINE
	PORTLAND CONCRETE CEMENT EX.		SIDEWALK
	PORTLAND CONCRETE CEMENT		TOP OF CURB
	CURB PAINT		EDGE OF PAVEMENT
	CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF)		DESIGN ELEVATION(S) EXIST. ELEVATION(S) (NON-ITALICIZED) (ITALICIZED)
	LIGHT STANDARD (EX.)		

CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
ENLARGEMENT T
YOSEMITE STREET @ VILLANOVA COURT

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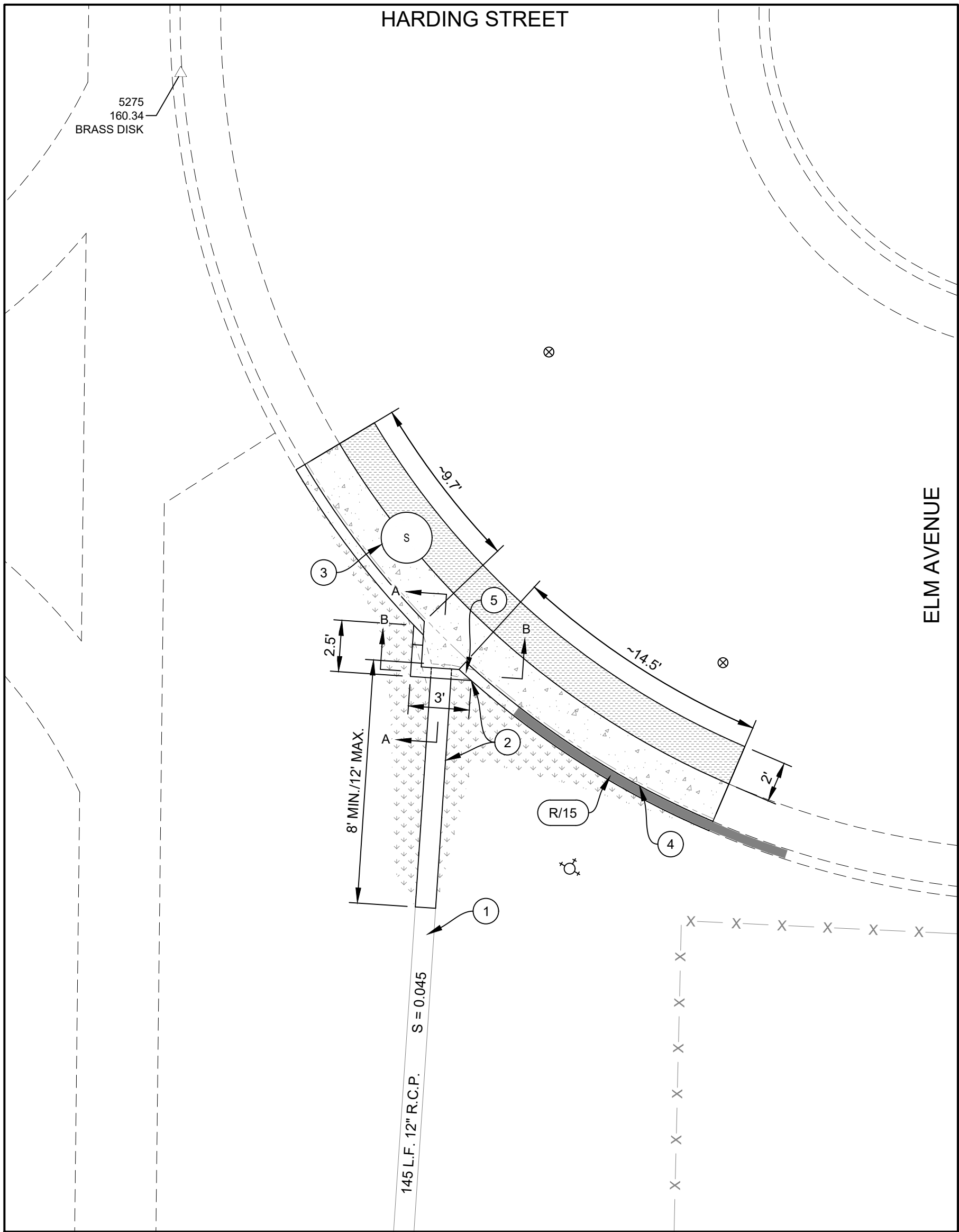


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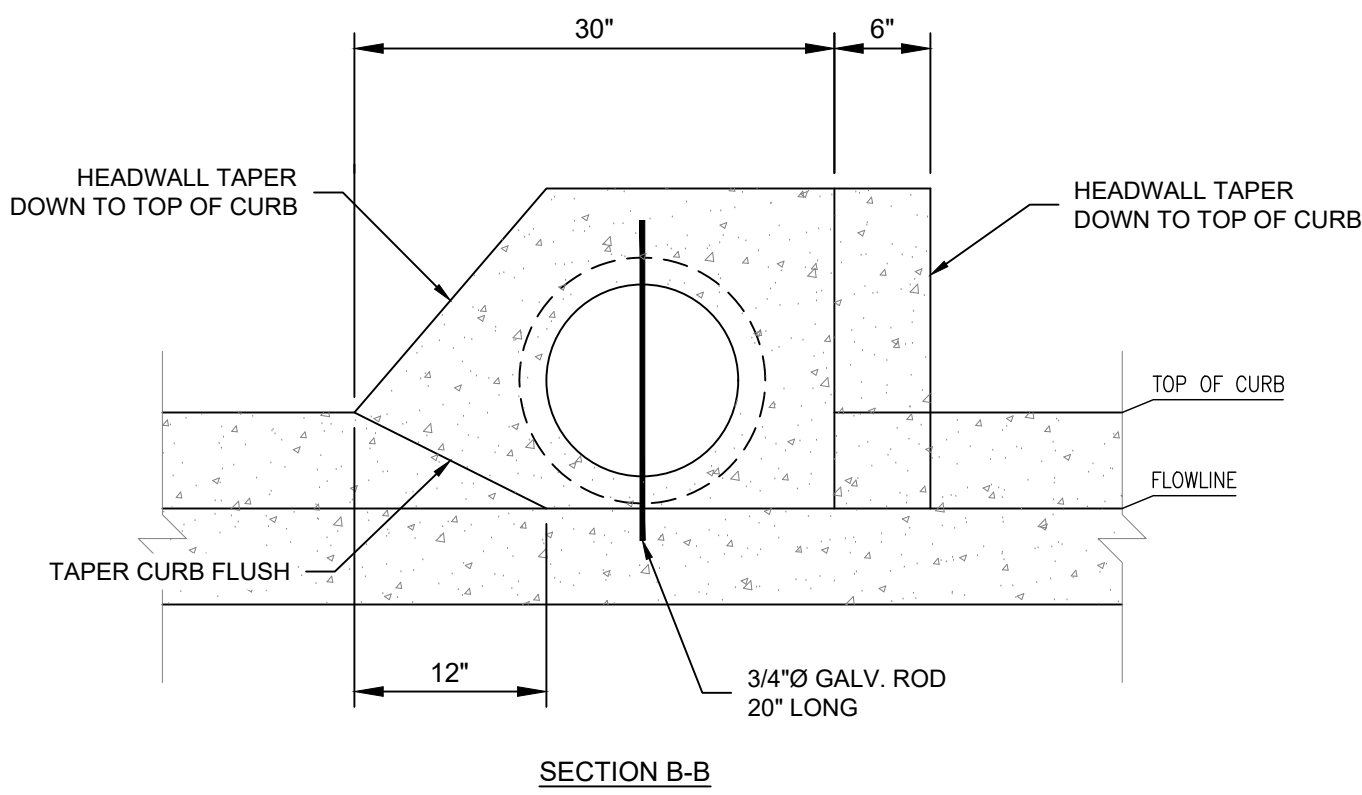
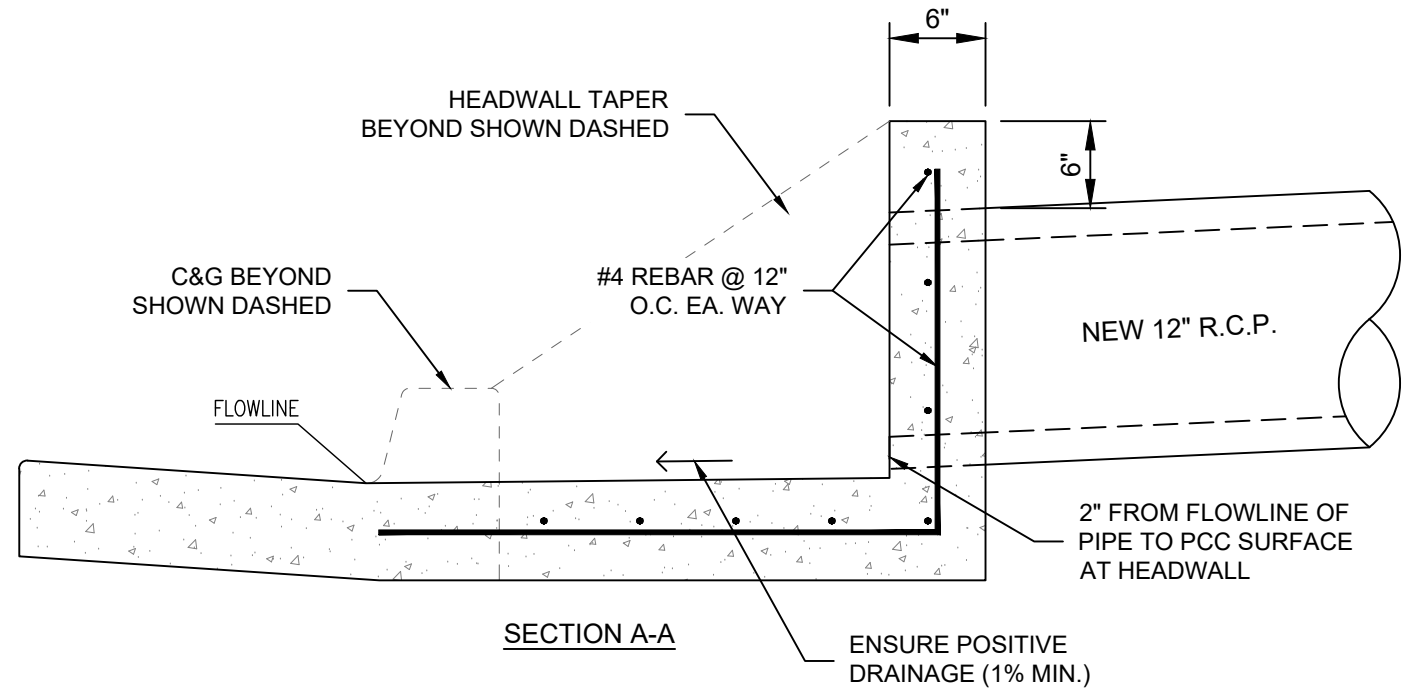


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PROJECT NUMBER:	230127
SCALE:	1"=5'
VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	

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ENLARGEMENT U
R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE
1"=5'



HEADWALL DETAIL:
N.T.S.

ENLARGEMENT U NOTES:

1. PROTECT IN PLACE EXISTING 12" R.C.P.
2. REMOVE EXISTING SECTION OF 12" R.C.P. (8' MIN. TO 12' MAX.) & REPLACE WITH NEW 12" R.C.P. & PCC HEADWALL AS SHOWN IN DETAIL ON THIS SHEET.
3. PROTECT IN PLACE EXISTING SANITARY SEWER MANHOLE.
4. REMOVE & REPLACE CURB & GUTTER ADJACENT TO NEW PIPE & HEADWALL. NEW CURB & GUTTER TO MATCH EXISTING TOP OF CURB & FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
5. TAPER CURB TO FLUSH OVER 12'.

LEGEND

- | | |
|--|---|
| | PORTLAND CEMENT CONCRETE IMPROVEMENTS |
| | HMA CONFORM: REMOVE, REGRADE & PLACE 6" OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER |
| | BACKFILL W/ NATIVE SOIL & REGRADE |
| | FENCE & GATE |
| | ASPHALT CONCRETE |
| | PORTLAND CONCRETE CEMENT EX. |
| | PORTLAND CONCRETE CEMENT |
| | FLOWLINE |
| | CURB PAINT |
| | CURB PAINT COLOR "X" (B=BLUE, R=RED, Y=YELLOW) / CURB PAINT LENGTH "YY" (LF) |
| | WATER VALVE |
| | MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T) |
| | FIRE HYDRANT (EX.) |
| | SURVEY MARKER |
| | N.T.S. NOT TO SCALE |

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CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

ENLARGEMENT U

R.C.P. PIPE & HEADWALL @ HARDING STREET & ELM AVENUE



DRAWN BY:

BM

PROJECT NUMBER:

230127

SCALE:

AS SHOWN

VERIFY SCALE

BAR REPRESENTS

1" ON ORIGINAL

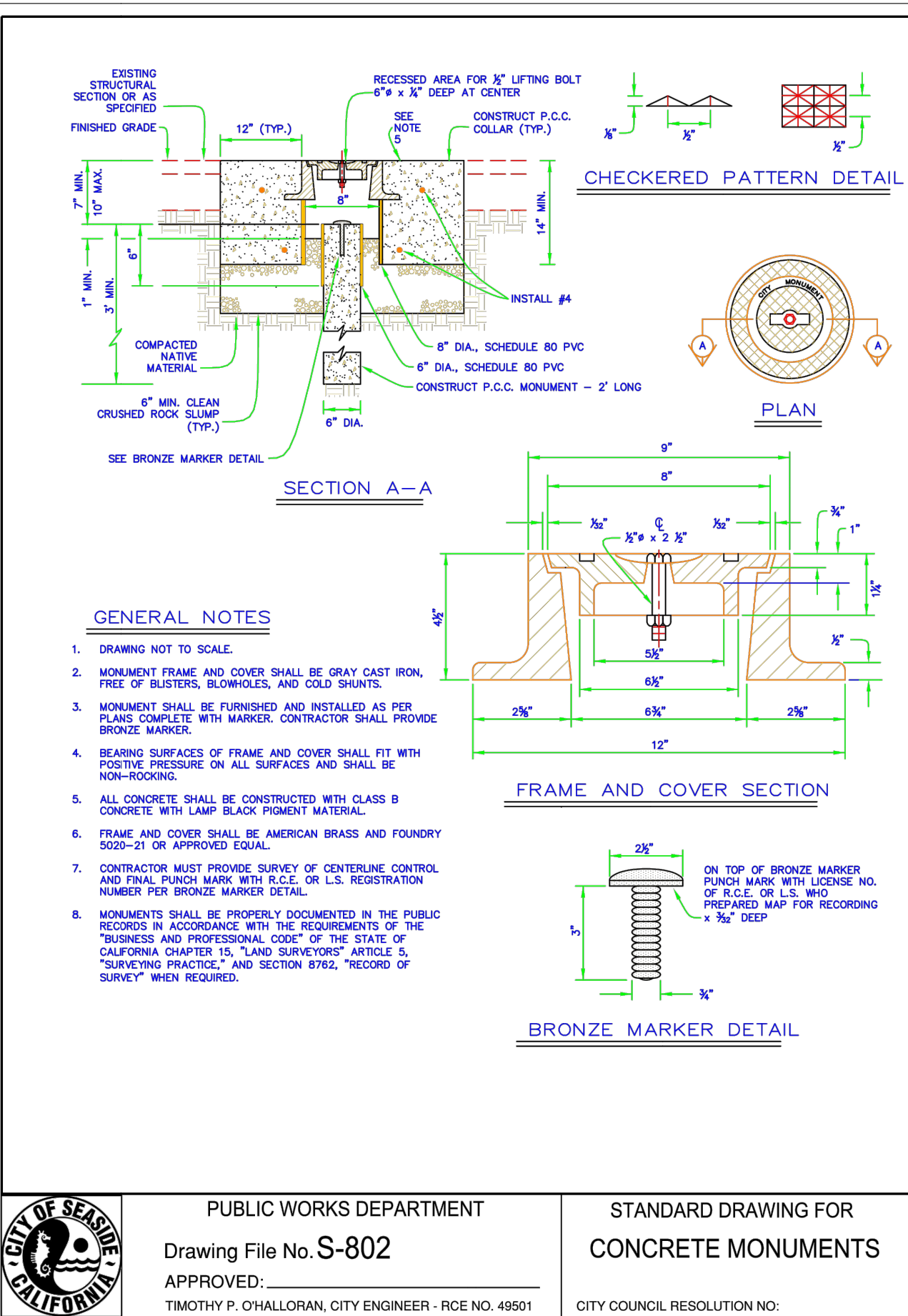
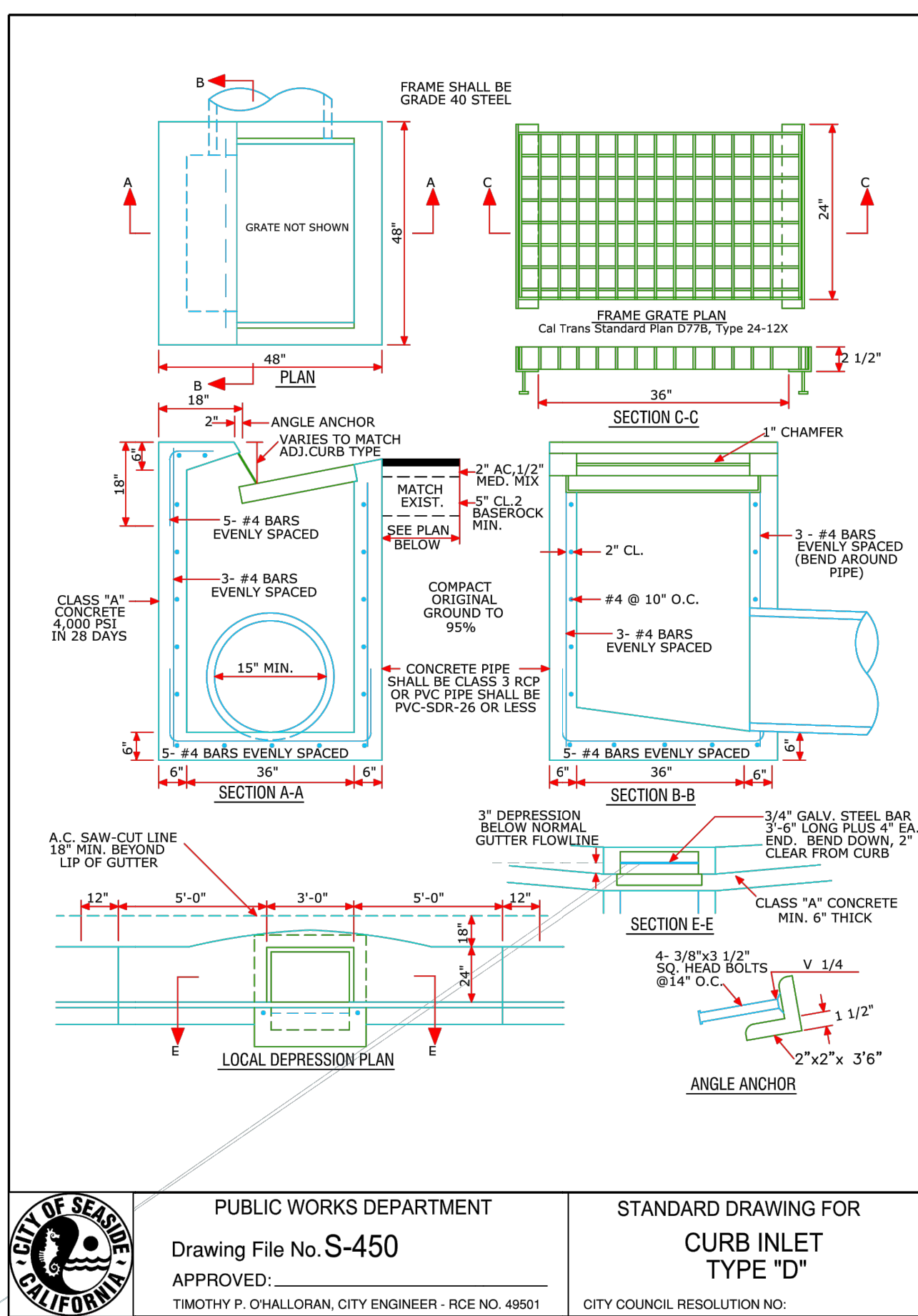
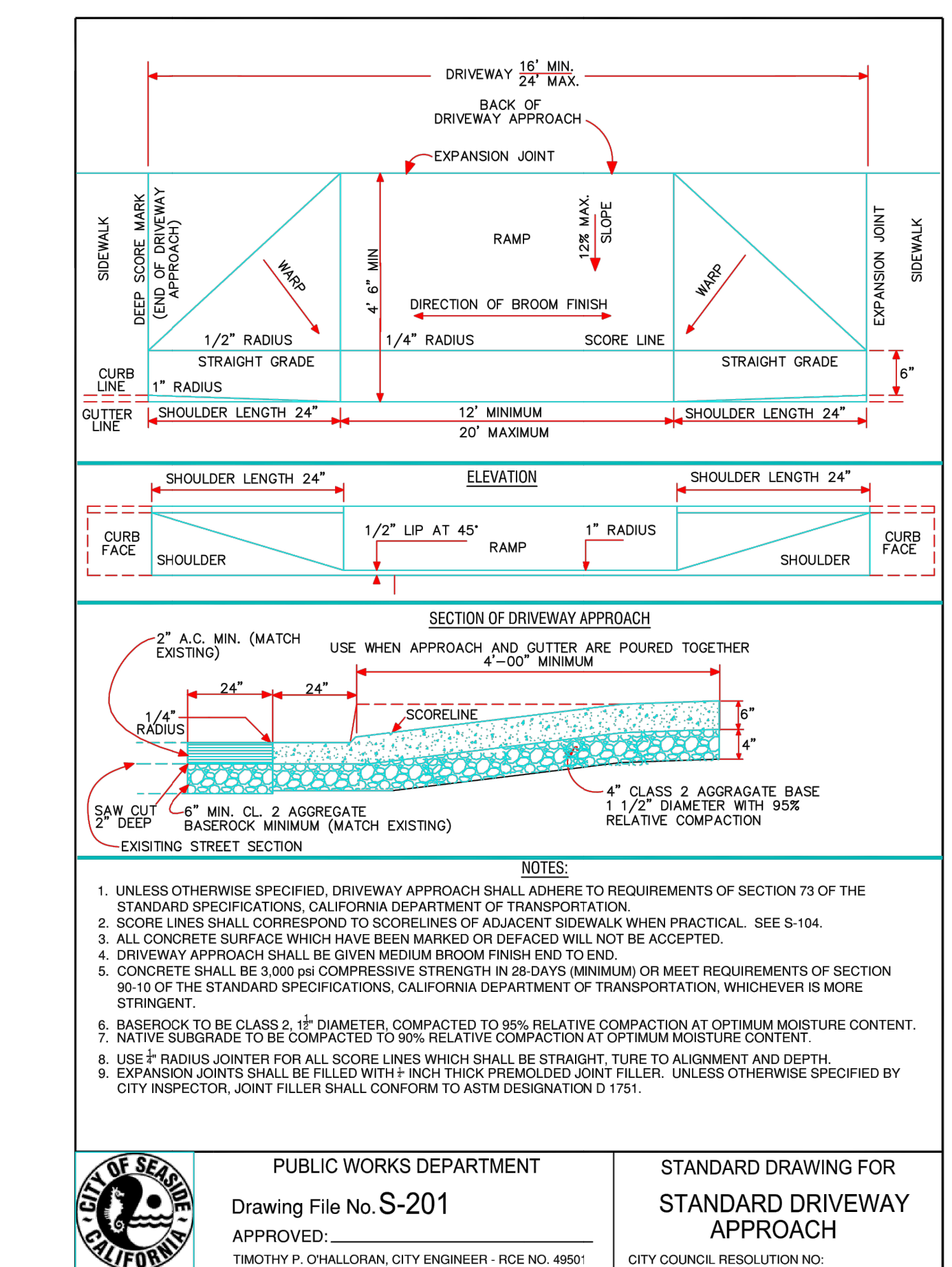
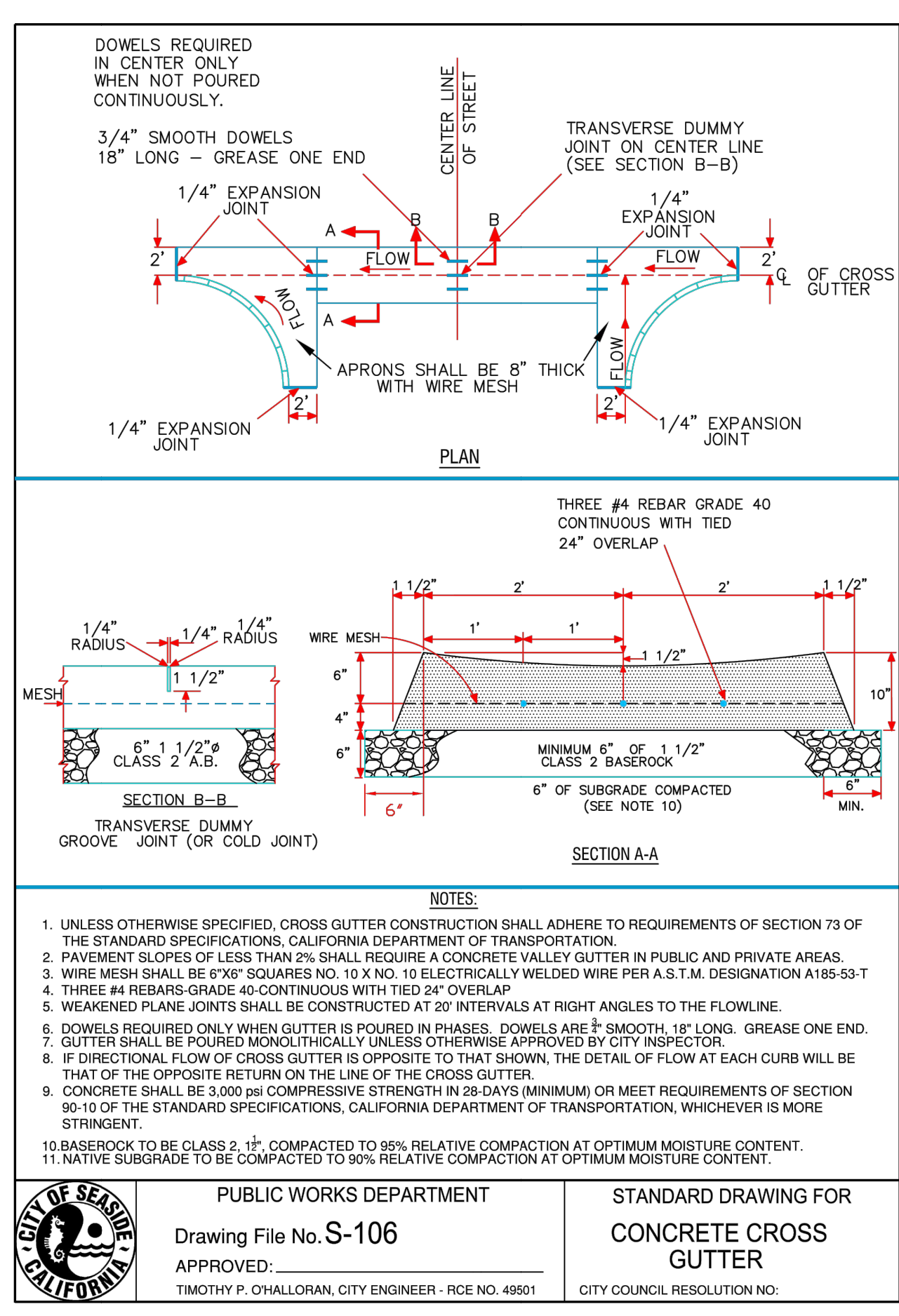
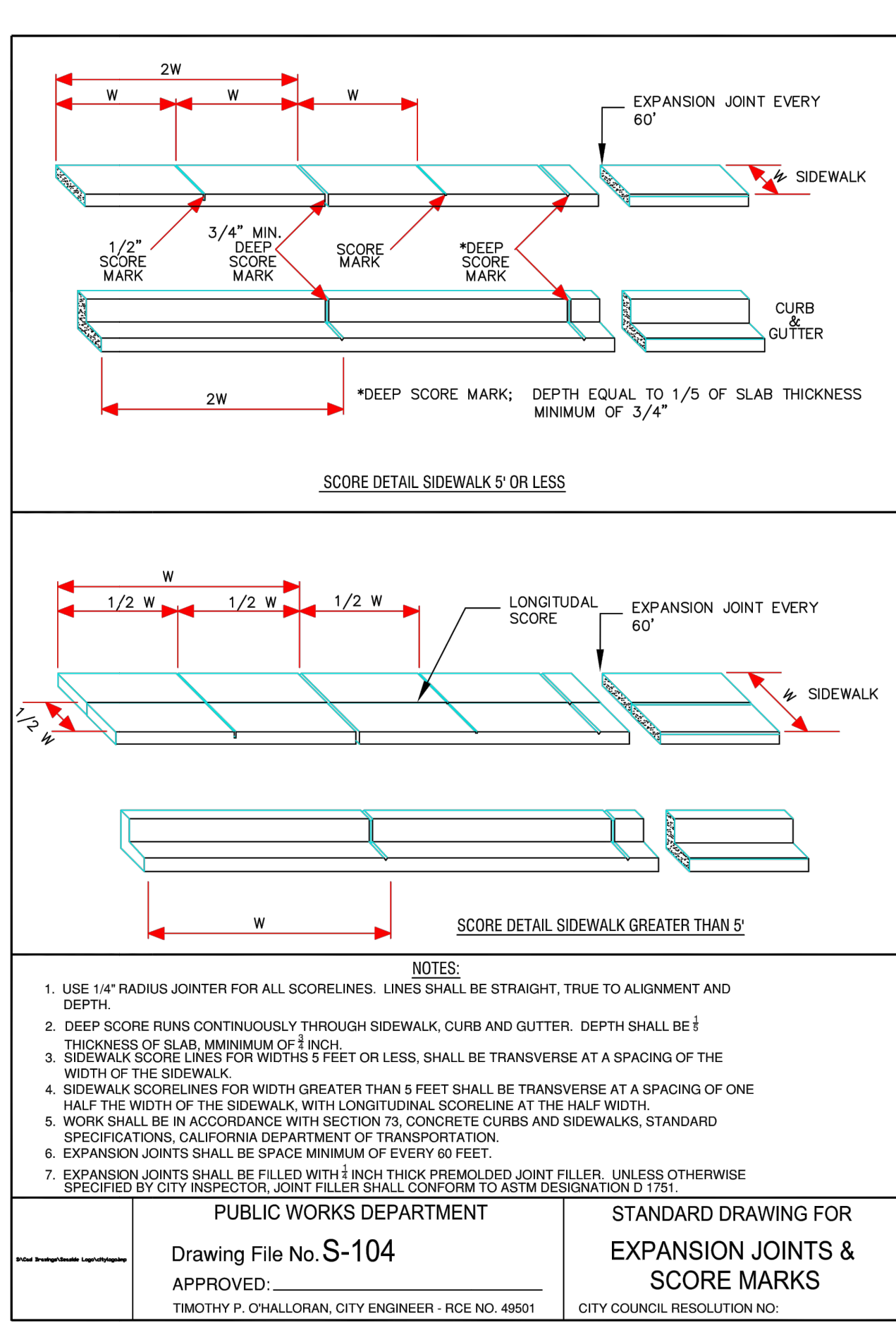
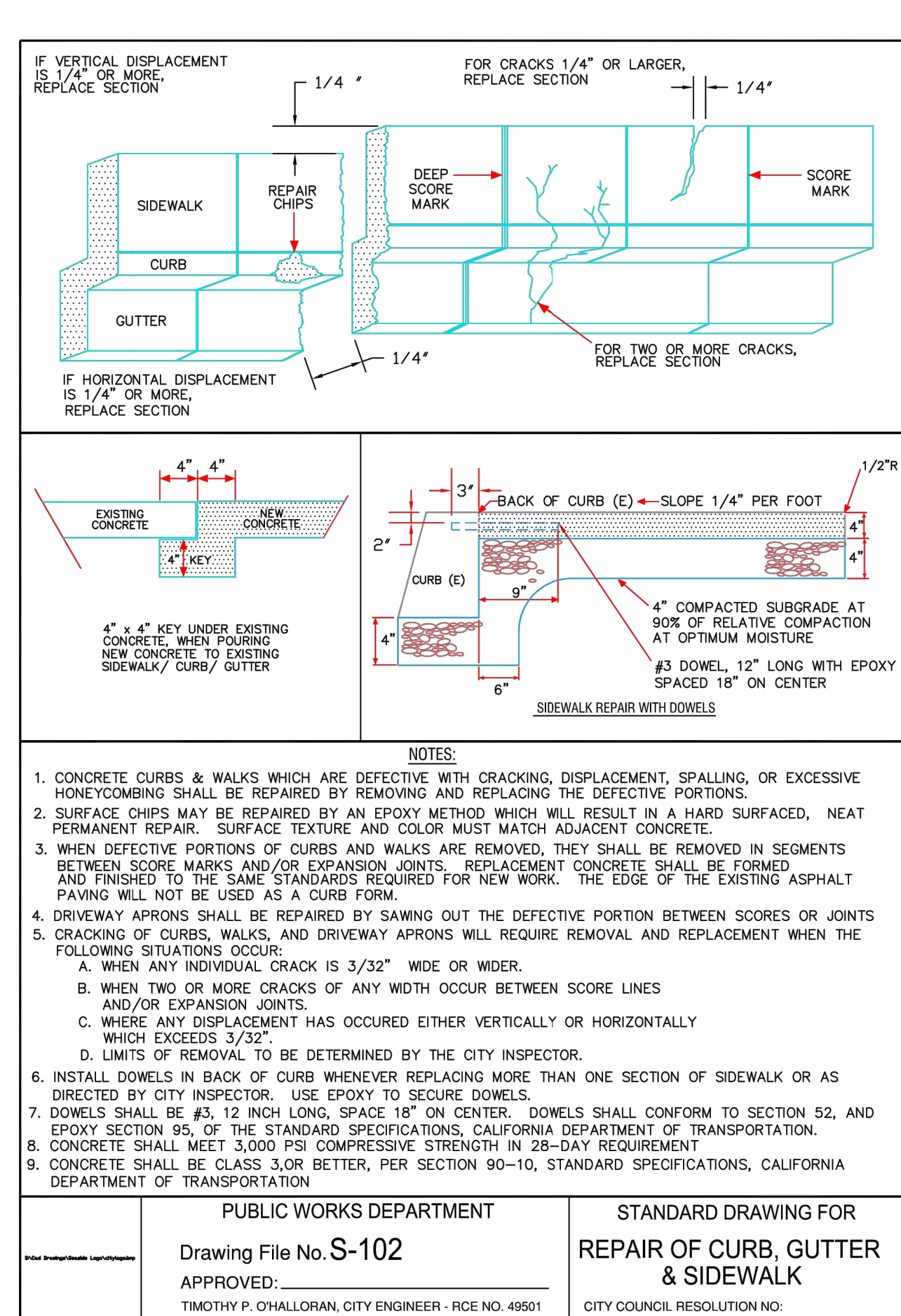
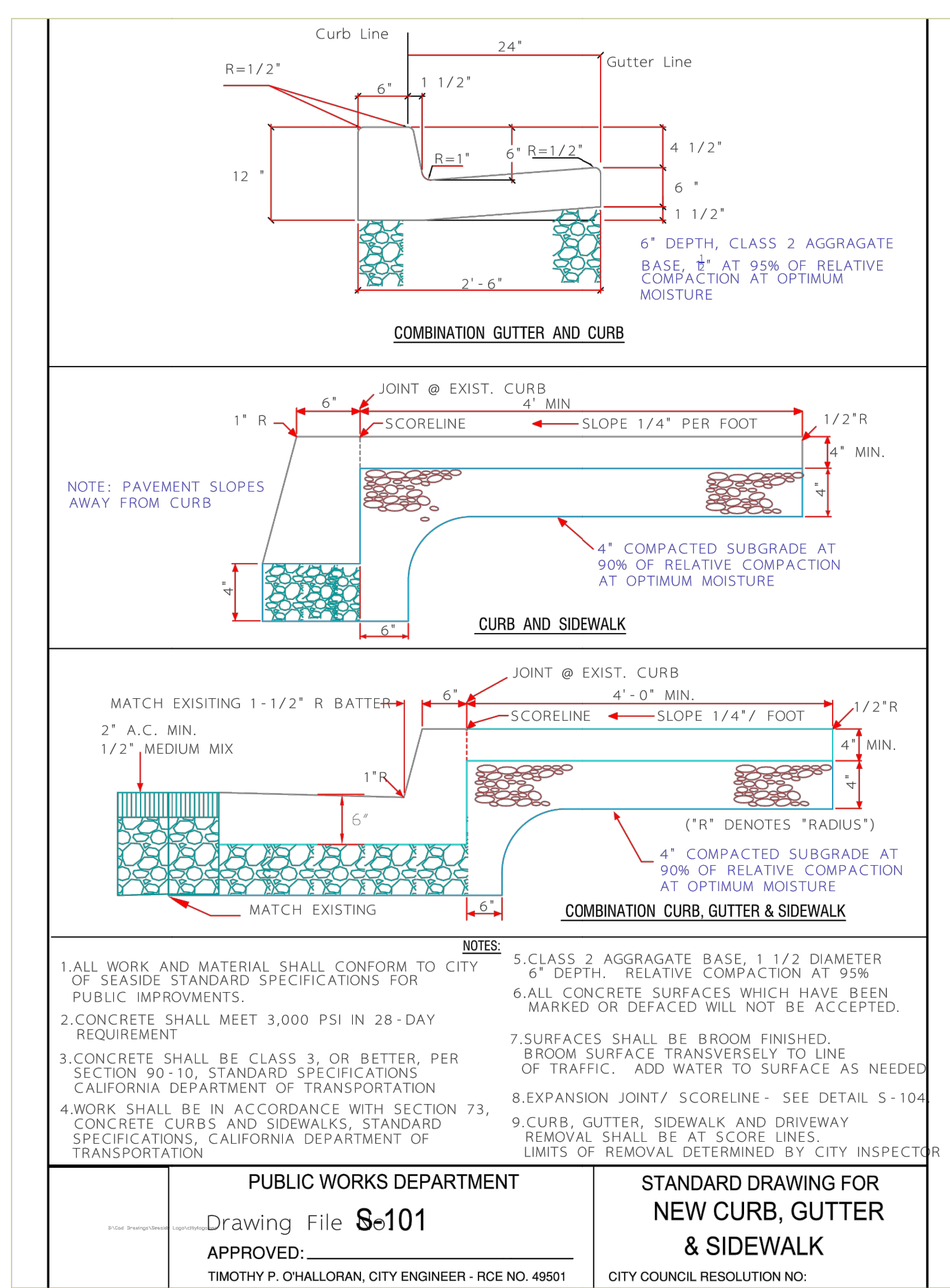
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APRIL 2024

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34 of 36

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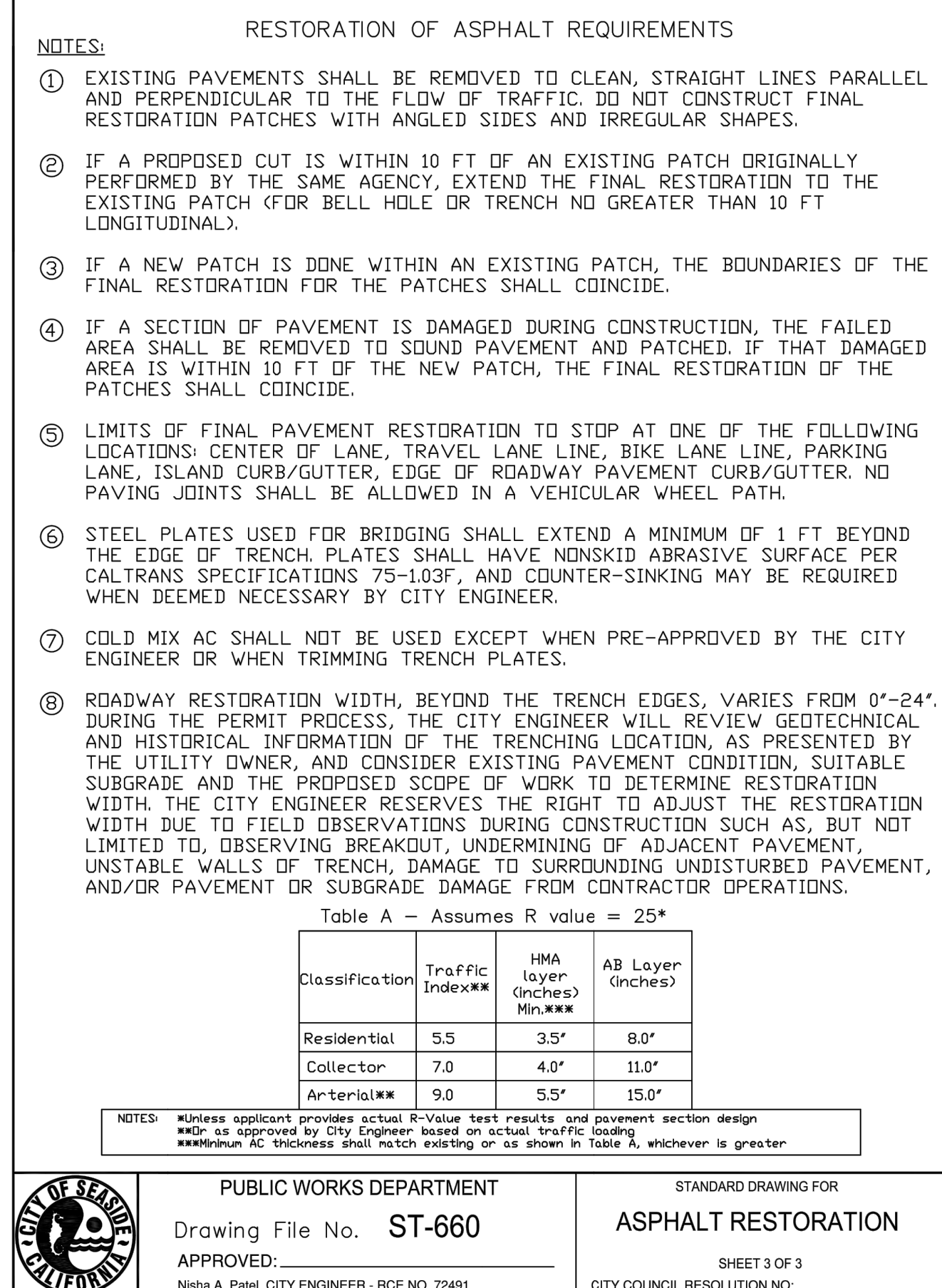
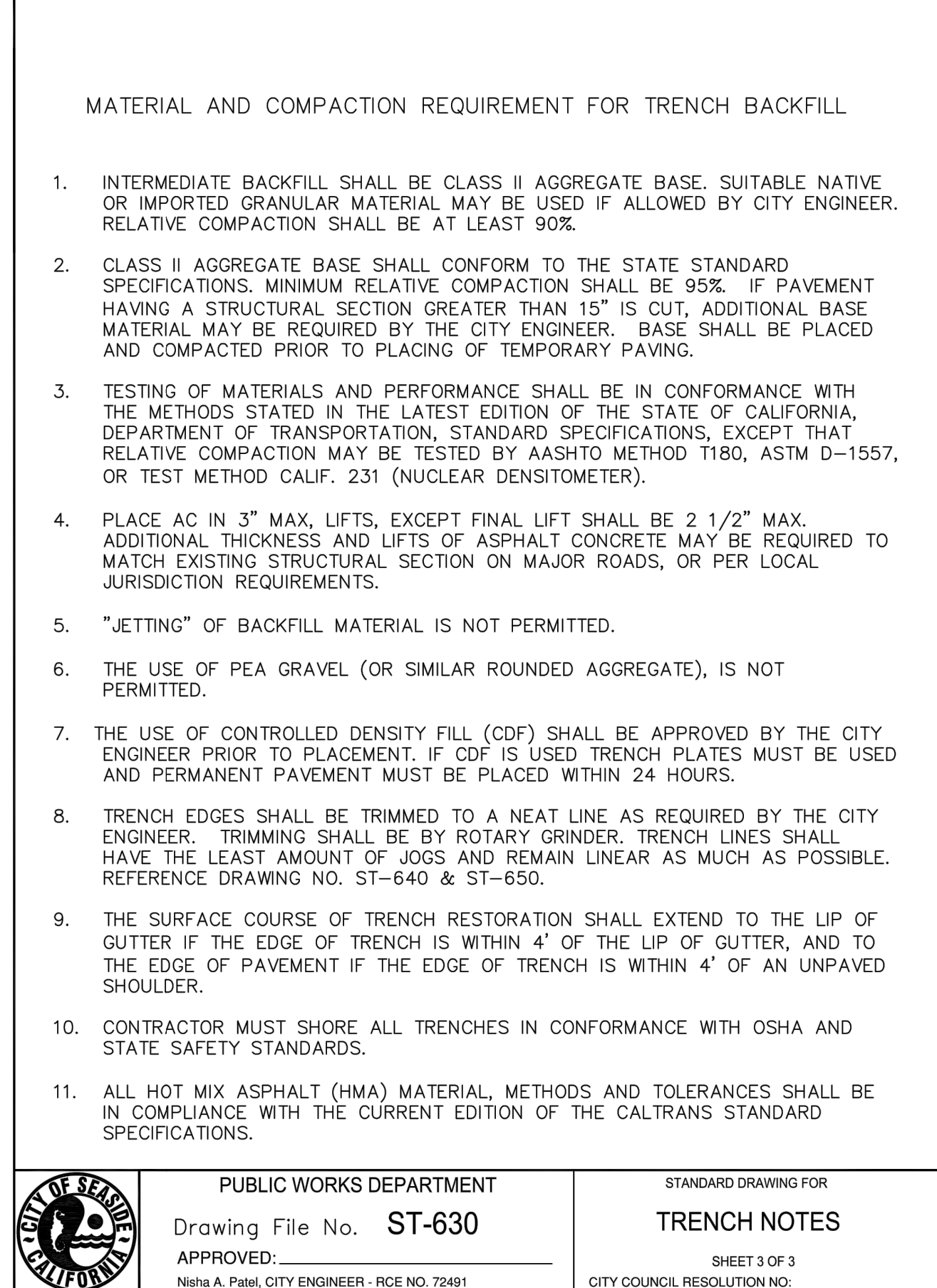
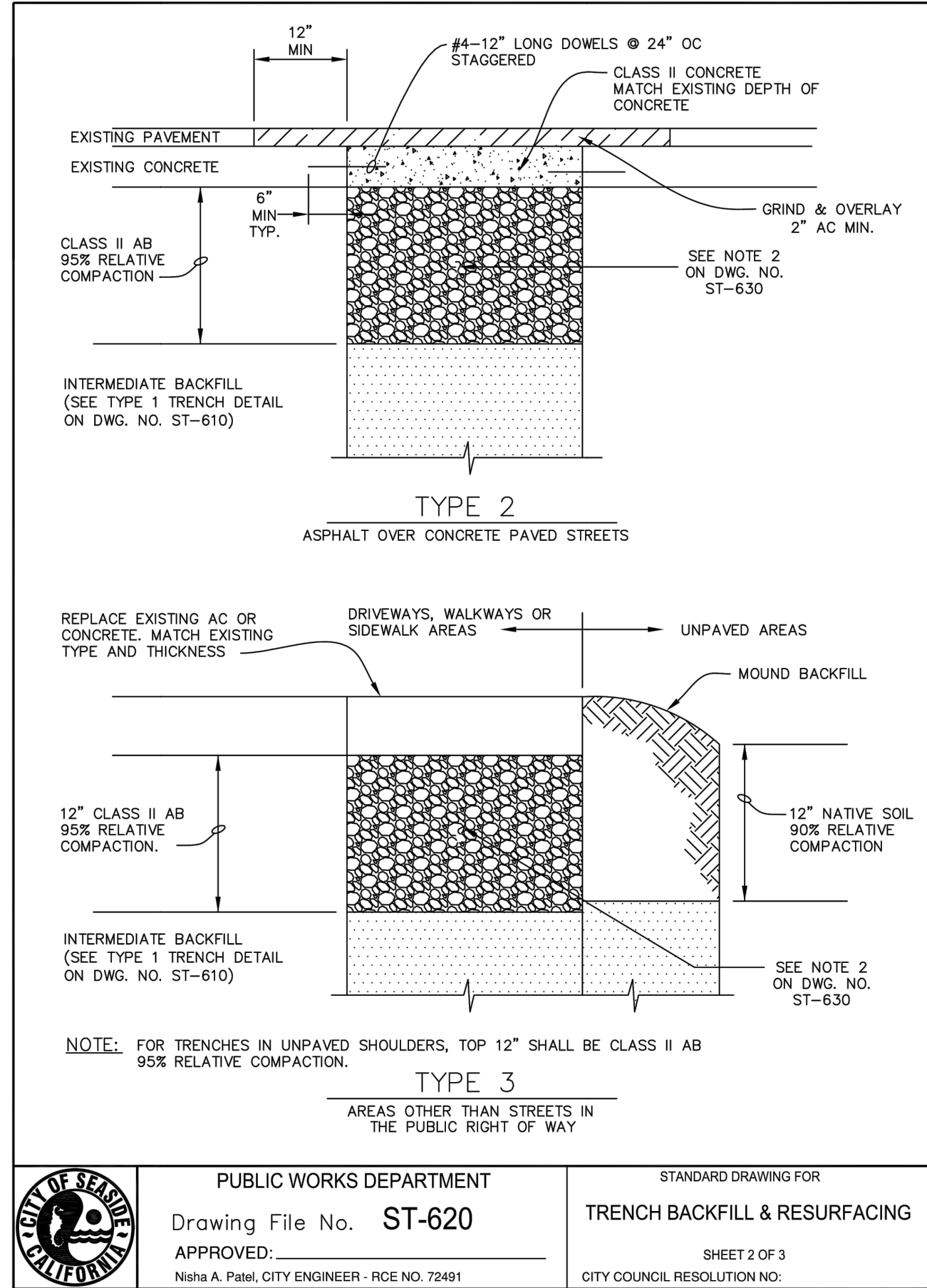
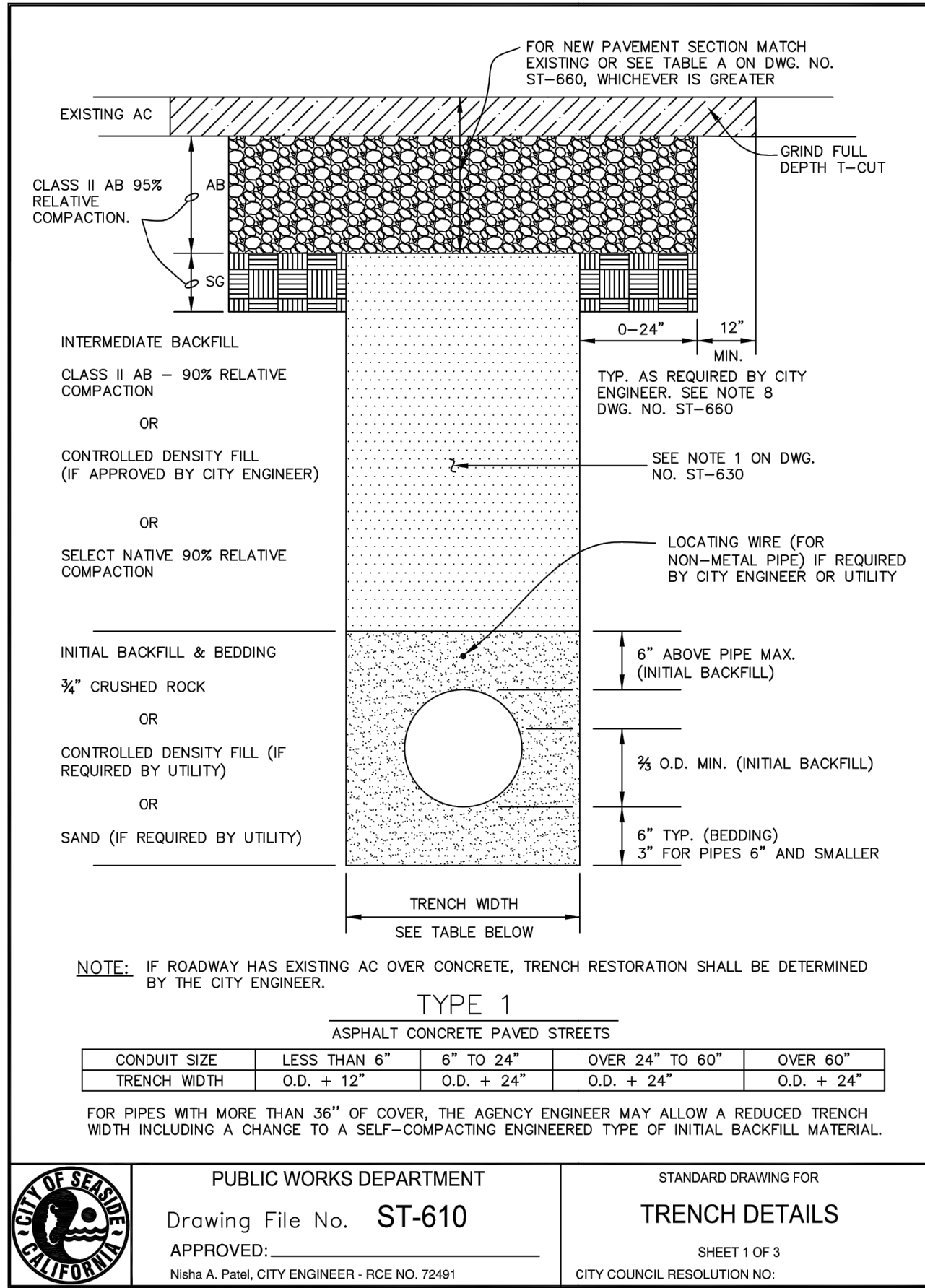
CITY OF SEASIDE

2023 PAVEMENT REHABILITATION PROJECT

DETAILS

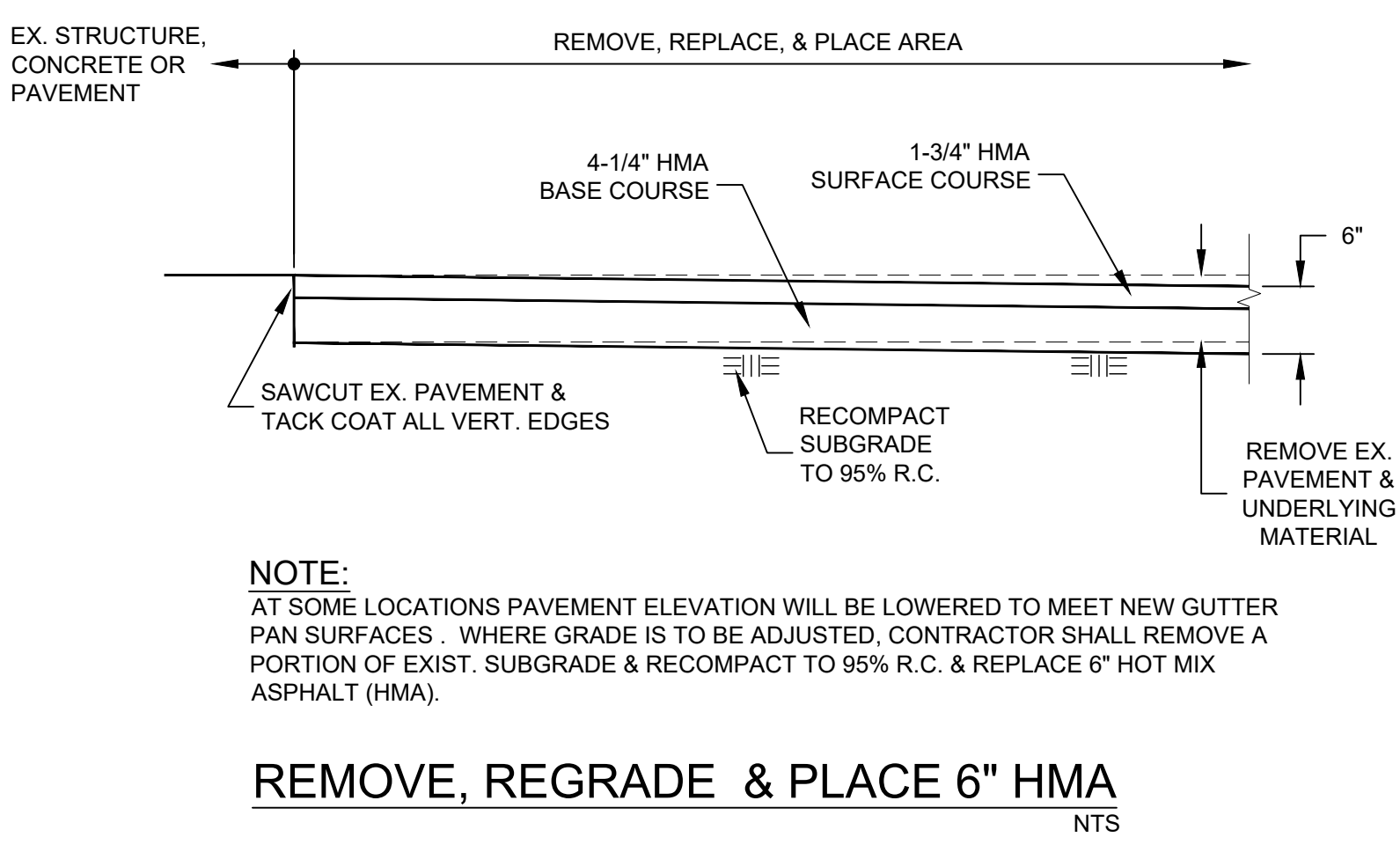
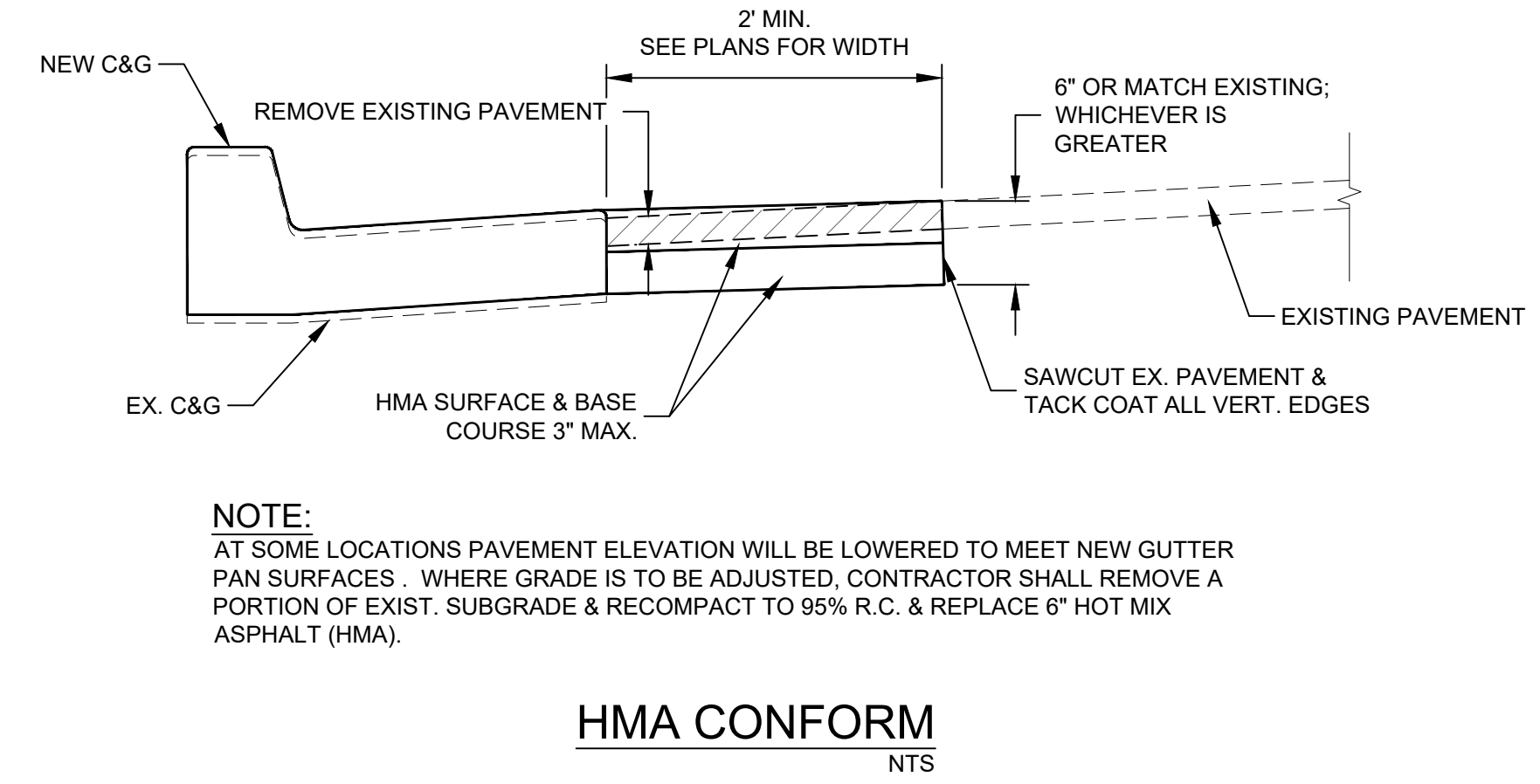
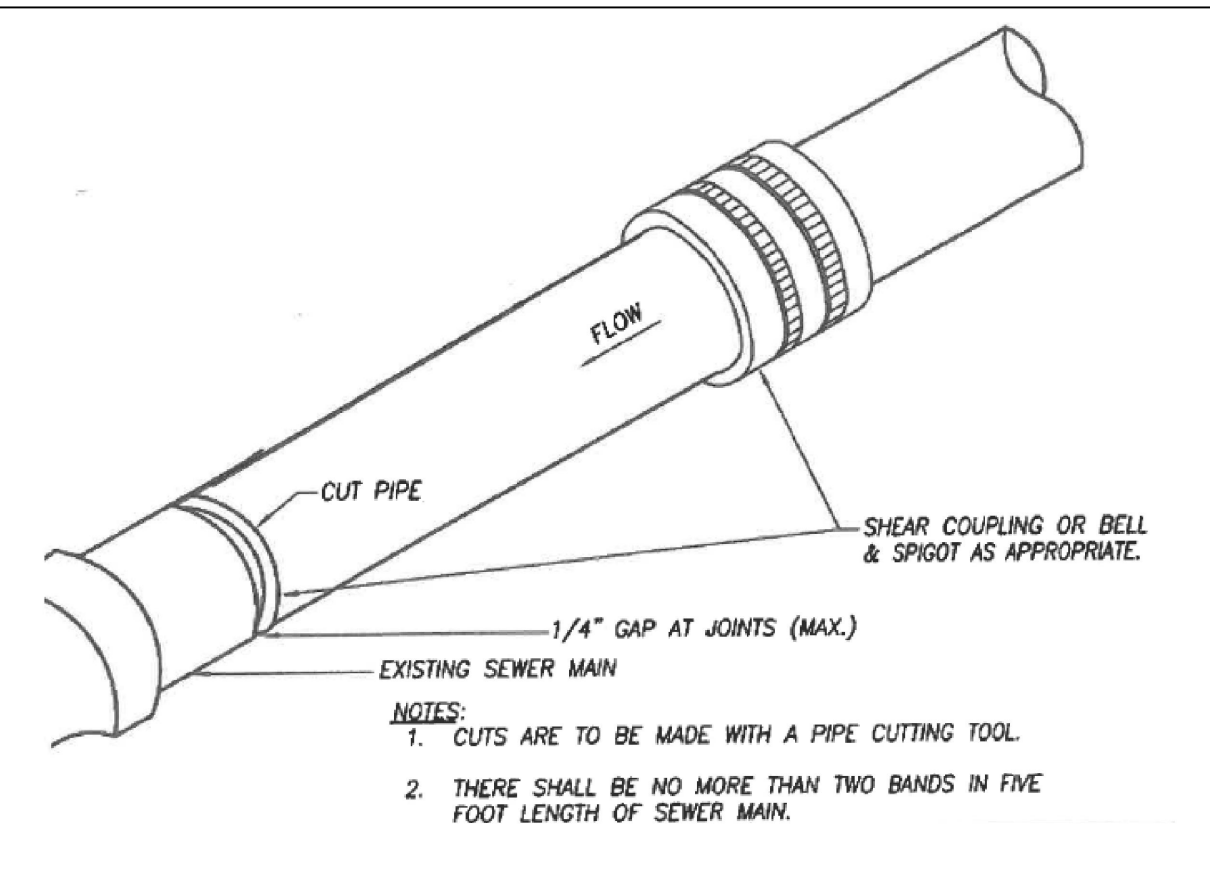
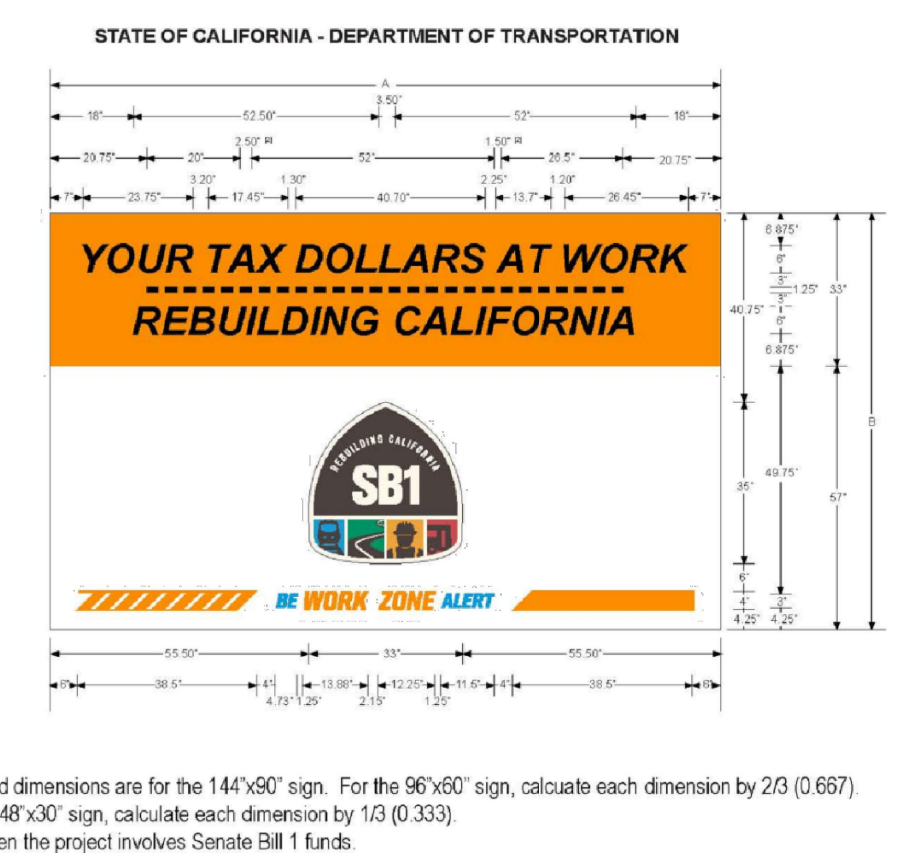


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PROJECT NUMBER:	230127
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VERIFY SCALE	
BAR REPRESENTS	1" ON ORIGINAL
DATE:	APRIL 2024
SHEET NUMBER:	



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CITY OF SEASIDE
2023 PAVEMENT REHABILITATION PROJECT
DETAILS



REGISTERED PROFESSIONAL ENGINEER
052735
Exp. 12-31-24
CIVIL
STATE OF CALIFORNIA

DRAWN BY: **BM**
PROJECT NUMBER: **230127**
SCALE: **N/A**
VERIFY SCALE
BAR REPRESENTS
1" ON ORIGINAL
DATE: **APRIL 2024**
SHEET NUMBER:
36 of 36

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CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

SUBJECT: **ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 2.7% INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2024, 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 2.7%.

BACKGROUND

On June 19, 2014, the City Council adopted Resolution No. 14-54 and entered into a new exclusive 15 year Franchise Agreement with GreenWaste Recovery to provide solid waste, recycling, and organics collection services for the City of Seaside. The Agreement provides a prescribed formula to determine annual rate adjustments, which become effective July 1st of each year. The formula includes the cost of disposal and processing ("tipping fee") at the Monterey Regional Waste Management District facility in Marina, inflationary indexes for adjustments to labor and operating costs, the cost of the City's Franchise Fee of 15%, and other regulatory fees. A 2.7% increase (the result of several factors including inflationary increases in labor and vehicle-related costs) to rates is calculated for the next fiscal year, starting on July 1, 2024. As an example, the residential 32-gallon rate will increase from \$25.97 to \$26.67, a total of \$0.70. "EXHIBIT C" shows the rate schedule effective July 1, 2024.

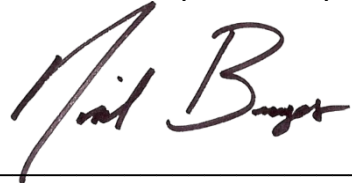
FISCAL IMPACT

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:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-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, 2024

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, 2024; 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 2.7% rate increase; and

WHEREAS, the franchise fees collected are imposed for specific solid waste system services including maintenance of streets proportionate with the impact by solid waste collection services, and SB 1383 compliance and program implementation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve a 2.7% increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling, and organics, effective on July 1, 2024, 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 6th day of June, 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A

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

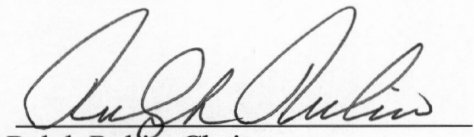
NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign the final agreement with GreenWaste for the Franchise Agreement.

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





590 Ygnacio Valley Road, Suite 105
Walnut Creek, California 94596
Telephone: 925/977-6950

Northern California
Southern California
www.hfh-consultants.com

May 2, 2024

Kirstin Van Gend
Administrative Analyst
City of Seaside

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2024-25 Rate Request –Final Report

Dear Kirstin Van Gend:

HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District (District) to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2024, submitted to the City of Seaside (City) on March 1, 2024. This report presents our findings and recommendations.

EXECUTIVE SUMMARY

HF&H's review of GWR's Rate Period 10 (RP10) rate request to the City, and subsequent negotiations with GWR, resulted in the following outcomes:

- HF&H has determined a 2.70% increase as appropriate as a result of the following components:
 - 4.50% inflationary increase in labor-related costs
 - 3.50% inflationary increase in vehicle-related costs (excl. fuel)
 - Fuel rate held flat as set by the District
 - 3.50% inflationary increase in other costs
 - Depreciation held flat per the Agreement
 - -8.98% net processing costs decrease due to the variance in Residue Processing Costs with its removal in 2022 per the district
 - 2.54% increase in disposal costs due to an increase in per ton disposal rate, offset by a slight decrease in tonnage

Refer to **Figure 1** below for the impact to sample residential rates.

Kirstin Van Gend
May 2, 2024
Page 2 of 6

Figure 1 – Example Rate Impact of Adjustment

Seaside Rate Adjustment		
	Current Rates (RP9)	RP10
Adjustment		2.70%
Residential 32- gallon rate	\$ 25.97	\$ 26.67

BACKGROUND

In 2012, the City, participating with other members of the District, issued a competitive request for proposals for collection services and entered into the new agreement with GWR effective July 1, 2015. The agreement provides for the following, related to the adjustment of rates:

- Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the District, unless either the City or GWR request a CBRA.
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D).
- During the CBRA review in RP5, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials was identified. As such, the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments so as to not alter rate relationships between service sectors and material types.
- Through negotiations of the amendment, as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

RATE CALCULATION REVIEW

HF&H Scope of Work

HF&H performed this review of the rate request in accordance with Exhibit E1 (for the index-based rate adjustment). These procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement based on the results of the CBRA.
2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is

Kirstin Van Gend

May 2, 2024

Page 3 of 6

internally consistent and that any summary schedules agree to the supporting schedules and worksheets.

3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verifying contract compliance with regard to:
 - A. The indices used in the adjustment.
 - B. The tip fees reported for the disposal/processing components of the rates.
 - C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.
 - D. Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedule approved by the City through the Agreement.

Review of Rate Request

Rate Period 10 Application

HF&H reviewed the rate application for RP10. The results of the calculation of RP10 per methodology of Exhibit E1 of the amendment can be seen in **Figure 2** on the following page.

Kirstin Van Gend
May 2, 2024
Page 4 of 6

Figure 2 - Application of Index-Based Adjustments to RP10

	RP 9	Adjustment Factor	RP 10
Annual Cost of Operations			
Labor-Related Costs	\$ 1,009,440	1.045	\$ 1,054,865
Vehicle-Related Costs	\$ 198,953	1.035	\$ 205,916
Fuel Costs	\$ 178,661	1	\$ 178,661
Other Costs	\$ 673,043	1.035	\$ 696,599
Direct Depreciation	\$ 329,505	N.A.	\$ 329,505
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$ 1,113,928	1.035	\$ 1,152,915
Total Allocated Costs - Depreciation & Start-Up	\$ 61,367	N.A.	\$ 61,367
Total Annual Cost of Operations	\$ 3,564,896		\$ 3,679,828
Profit	\$ 427,149	OR=89.30	\$ 440,920
Pass-Through Costs			
Disposal Costs	\$ 963,350	Tons*Tip Fee	\$ 987,826
Curbside Supplemental	\$ (6,390)	1.00	\$ (6,390)
Recycling Processing Costs	\$ 151,242	Tons*Tip Fee	\$ 150,917
Residue Processing Costs	\$ 62,115	Tons*Tip Fee	\$ -
Yard Trimmings Processing Costs	\$ 110,801	Tons*Tip Fee	\$ 133,790
Food Waste Processing Costs	\$ 26,294	Tons*Tip Fee	\$ 34,266
C&D Processing Costs	\$ -	Tons*Tip Fee	\$ -
Interest Expense	\$ 97,086	N.A.	\$ 97,086
Direct Lease Costs	\$ -	N.A.	\$ -
Total Allocated Costs - Lease	\$ 86,845	N.A.	\$ 86,845
Total Pass-Through Costs	\$ 1,491,343	N.A.	\$ 1,484,339
Total Costs before Agency Fees	\$ 5,483,388	N.A.	\$ 5,605,087
Agency Fees/Payments			
Franchise Fee	\$ 979,079	15.00%	\$ 1,005,485
Rate Application Review Costs	\$ 74,553	Actual	\$ 92,660
Other Adjustments (as needed from time to time)			
Adjustments from MRWMD Tip Fee Estimates	\$ (9,829)	N.A.	
Total Calculated Costs	\$ 6,527,190		\$ 6,703,232
Rate Increase			2.70%

Kirstin Van Gend
May 2, 2024
Page 5 of 6

Review of GWR Costs

There are four major components to GWR's rate application: 1) calculation and application of the inflationary indexes as prescribed in the Agreement; 2) the disposal and/or processing component; 3) the Agency Fees; and, 4) other one-time adjustments.

There are three indexes used in the index adjustment; CPI, fuel index, and labor index. The annual percent change in each of the indices is used to calculate the coming year's projected cost for the line items to which these indexes are applied.

HF&H has reviewed and GWR has confirmed the accuracy of each of these indexes, and notes that the fuel index remains unchanged, as reported by management staff at the District.

Review of Disposal/Processing Component

Calendar Year 2023 collected tons were used for the RP10 review in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by the District in order to project anticipated disposal and processing costs at the District. At the time of this writing, District staff has presented no tip fee increases. The following table describes the changes in the City's disposal and processing costs for each material type based on the tip fees at the District which have been incorporated into our RP10 review.

Figure 3 - Impact of District Tip Fee Changes

Material	2023 Tons	Current Per Ton Tip Fee	Rate Period 10 Costs
	A	B	A x B
Solid Waste	12,829	\$ 77.00	\$ 987,826
Recycling	3,773	\$ 40.00	\$ 150,917
Yard Trimmings	2,847	\$ 47.00	\$ 133,790
Food Waste	535	\$ 64.00	\$ 34,266
C&D*	-	\$ 77.00	\$ -

**The C&D per ton tip fee reflects an average weighted cost for multiple types of C&D materials.*

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 15% for franchise fees, remitted to the City by GWR.

Additionally, rate application review costs and other identified District costs totaling \$92,660 were added as a one-time adjustment to cover the rate review, franchise management, and other identified District costs such as staff time and public education and outreach.

Kirstin Van Gend
May 2, 2024
Page 6 of 6

New Rates

Attached hereto is a table of all new rates recommended for RP10 based on the adjustments described in this memo (Attachment B). HF&H recommends adopting these rates by resolution to be effective July 1, 2024.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6959 or rchilton@hfh-consultants.com.

Sincerely,
HF&H CONSULTANTS, LLC



Rob Hilton
President



Dave Hilton
Senior Project Manager

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$26.67	Included	Included
Curbside 64 Gallon	\$33.34	Included	Included
Curbside 96 Gallon	\$40.01	Included	Included
Low Income Rate	\$21.34	Included	Included
Senior Rate	\$12.85	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	\$28.66	\$63.06	\$94.58	\$126.11	\$157.64	\$189.17
64-Gallon Cart	\$57.38	\$126.25	\$189.37	\$252.49	\$315.61	\$378.74
96-Gallon Cart	\$86.05	\$189.30	\$283.95	\$378.60	\$473.25	\$567.91
1-Cubic Yard Bin	\$113.47	\$244.38	\$360.51	\$455.99	\$569.46	\$662.55
2-Cubic Yard Bin	\$241.72	\$450.67	\$654.57	\$856.80	\$1,002.14	\$1,345.76
3-Cubic Yard Bin	\$355.19	\$651.91	\$902.91	\$1,271.09	\$1,571.60	\$1,939.41
4-Cubic Yard Bin	\$448.01	\$855.18	\$1,263.12	\$1,670.56	\$2,077.91	\$2,689.33
6-Cubic Yard Bin	\$649.25	\$1,222.73	\$1,931.43	\$2,356.12	\$3,219.20	\$3,863.26
8-Cubic Yard Bin	\$849.86	\$1,659.93	\$2,350.81	\$3,212.92	\$4,221.33	\$5,209.02
2-Cubic Yard Compactor	\$299.86	\$566.96	\$829.00	\$1,089.37	\$1,292.84	\$1,694.61
3-Cubic Yard Compactor	\$442.41	\$826.34	\$1,164.54	\$1,653.14	\$2,048.79	\$2,513.14
4-Cubic Yard Compactor	\$575.86	\$1,110.04	\$1,644.99	\$2,179.46	\$2,713.82	\$3,456.43

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$8.61	\$18.94	\$28.41	\$37.87	\$47.34	\$56.81
96-Gallon Cart	\$12.91	\$28.40	\$42.59	\$56.79	\$70.99	\$85.19
1-Cubic Yard Bin	\$17.02	\$36.66	\$54.08	\$68.40	\$85.42	\$99.38
2-Cubic Yard Bin	\$36.26	\$67.60	\$98.19	\$128.52	\$150.32	\$201.86
3-Cubic Yard Bin	\$53.28	\$97.79	\$135.44	\$190.66	\$235.74	\$290.91
4-Cubic Yard Bin	\$67.20	\$128.28	\$189.47	\$250.58	\$311.69	\$403.40
6-Cubic Yard Bin	\$97.39	\$183.41	\$289.71	\$353.42	\$482.88	\$579.49
8-Cubic Yard Bin	\$127.48	\$248.99	\$352.62	\$481.94	\$633.20	\$781.35
2-Cubic Yard Compactor	\$14.17	\$23.42	\$31.92	\$40.16	\$48.16	\$69.33
3-Cubic Yard Compactor	\$20.14	\$31.52	\$36.04	\$59.32	\$71.51	\$94.00
4-Cubic Yard Compactor	\$23.50	\$40.74	\$58.10	\$75.39	\$92.66	\$141.17

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	\$43.04	\$94.68	\$142.03	\$189.37	\$236.71	\$284.05
96-Gallon Cart	\$64.53	\$141.98	\$212.96	\$283.95	\$354.94	\$425.93
1-Cubic Yard Bin	\$85.10	\$183.28	\$270.38	\$341.99	\$427.09	\$496.91
2-Cubic Yard Bin	\$181.29	\$338.00	\$490.93	\$642.60	\$751.60	\$1,009.32

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	\$43.04	\$94.68	\$142.03	\$189.37	\$236.71	\$284.05
96-Gallon Cart	\$64.53	\$141.98	\$212.96	\$283.95	\$354.94	\$425.93
1-Cubic Yard Bin	\$85.10	\$183.28	\$270.38	\$341.99	\$427.09	\$496.91
2-Cubic Yard Bin	\$181.29	\$338.00	\$490.93	\$642.60	\$751.60	\$1,009.32
3-Cubic Yard Bin	\$262.96	\$482.64	\$668.47	\$941.06	\$1,163.54	\$1,435.84
4-Cubic Yard Bin	\$331.69	\$633.14	\$935.15	\$1,236.80	\$1,538.39	\$1,991.05
6-Cubic Yard Bin	\$480.68	\$905.25	\$1,429.94	\$1,744.36	\$2,383.34	\$2,860.17
8-Cubic Yard Bin	\$629.20	\$1,228.93	\$1,740.42	\$2,378.69	\$3,125.27	\$3,856.51

Roll-Off Collection Rates (Per Pull)					
	Material				
Service Level	MSW	REC	FW	YT	C&D
10 YD	\$379.82	\$379.82	\$379.82	\$379.82	\$379.82
20 YD	\$550.78	\$550.78	\$550.78	\$550.78	\$550.78
30 YD	\$721.74	\$721.74	\$721.74	\$721.74	\$721.74
40 YD	\$892.70	\$892.70	\$892.70	\$892.70	\$892.70
31-40 YD R.O. Compactor	\$2,405.83	n/a	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,359.24	n/a	n/a	n/a	n/a
Per Ton	\$90.59	\$47.06	\$75.29	\$55.29	\$90.59

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.20
Cart Replacement	RES	\$84.04
Re-Delivery or Re-Start	RES	\$35.02
Cart Cleaning	RES	\$35.02
Non-Scheduled Collection	RES	\$26.61
Difficult to Service Cart	COM	\$1.40
Difficult to Service Bin	COM	\$4.20
Locking Bin	COM	\$70.03
Cart Replacement	COM	\$84.04
Cart Cleaning	COM	\$35.02
Bin Swap- Cleaning or Repainting	COM	\$105.05
Bulky - Recyclable	RES/COM	\$28.01
Bulky - Non Recyclable	RES/COM	\$35.02
Bulky - Event	RES/MFD	\$42.02
Covered Box	RO	\$105.05
Driver Time per Hour	RO	\$154.08
Dry Run or Relocation	RO	\$105.05
Extra Days	RO	\$35.02

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

Note: All rates are monthly unless stated otherwise.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: June 6, 2024

**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 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 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, it was adopted by the Member Agencies soon thereafter, and it 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 SB1383 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 SB 1383 Shared Costs MOU. The draft FY 24/25 expenses were 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 24, 2024.

The amendment to Exhibits A and B of the MOU would supersede exhibits covering previous fiscal years and reflect the FY 24/25 Shared Costs regarding compliance with SB 1383 as approved by the ReGen Monterey Board of Directors on May 24, 2024.

The anticipated amended regional cost (Exhibit A) of this item is \$197,412.00, and the cost to the City of Seaside (Exhibit B) is \$92,660.00. The increase of \$18,107.00 from FY 2023/2024 (\$74,553.00) is primarily due to the removal of the reduction from ReGen recycling revenues previously included. This reduction was initially included in FY 21/22 as a courtesy by ReGen to offset SB 1383 cost for the jurisdictions. It has slowly been reduced each year due in part to the CalRecycle grant funding jurisdictions receive for SB 1383 activities. 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 the 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 which amends the SB 1383 Shared Costs among member agencies as approved by the ReGen Monterey Board of Directors.

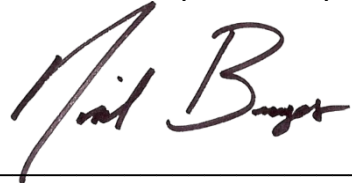
FISCAL IMPACT

The cost of this item is \$92,660.00 which has been incorporated into the 2024/2025 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 24/25
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-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 (Detailed Activities & Costs FY 2024-2025) and Exhibit B (Member Agencies' Annual Proportionate Shares & Costs FY 2024-2025) to the MOU was adopted by the ReGen Board on May 24, 2024, the Member Agencies soon thereafter, and will become effective July 1, 2024; and

WHEREAS, Exhibit A and Exhibit B amend the activities and costs with the anticipated regional cost of \$197,412 and the cost to Seaside ratepayers is \$92,660.00. This cost was included in the 2023/2024 Greenwaste Recovery trash rates.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does 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 6th day of June 2024 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

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 2024-2025

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 24/25 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2025 proposal	\$ 20,500	
Edible Food Recovery Capacity Building	\$40,000 for grant allocations. \$10,000 for grant administration.	\$ 50,000	Grants offered jointly by ReGen & SVR. SVR allocating \$60k. ReGen allocating \$50k (inclusive of \$10k for grant admin) 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 split 50/50 with Salinas Valley Recycles	\$ 25,000	ReGen member agency portion only. Split 50/50 with SVR. Omits County of Monterey.
Edible Food Generator Inspections for Tier 1 & 2		\$ 4,000	Omits County of Monterey.
Public Education	Design/creation of public education materials. Does not include production or distribution of materials created.	\$ 20,000	
Contamination Monitoring (Lid Flipping)		\$ 15,000	Omits County of Monterey due to WM Smart Truck.
Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	\$ 12,912	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 Subcommittees SB 1383 Program Coordination and Development of Pub Edu CalRecycle Reporting Outreach at Community Events School Outreach & Compliance Coordination with Sustainability Groups	\$ 50,000	
Total		\$ 197,412	

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2024-2025 (CONTINUED)

HF&H Franchise Management Fees

Task #	Detail	FY 2025
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
7	Develop New Reporting Templates	\$ 8,000
8	Monitor Contract Compliance	\$ 24,000
	Total	\$ 99,500

These fees are charged to ReGen Monterey by HF&H and are to be billed to the GreenWaste Recovery member jurisdictions only (omitting the City and County of Monterey).

EXHIBIT B**MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS***
FY 2024-2025

	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	\$ 11,018	\$ 11,225
DRO	1,525	1.0%	\$ 4,387	\$ 9,000
Marina	21,981	13.7%	\$ 63,233	\$ 59,982
PG	15,522	9.7%	\$ 44,653	\$ 42,357
PBCSD	4,531	2.8%	\$ 13,034	\$ 12,821
Sand City	310	0.2%	\$ 892	\$ 9,000
Seaside	33,956	21.2%	\$ 97,682	\$ 92,660
Monterey City	28,352	17.7%	\$ 47,013	\$ 44,867
County	50,128	31.3%	\$ 15,000	\$ 15,000
TOTAL	160,135		\$ 296,912	\$ 296,912

*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**.

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.: 10.A.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: June 6, 2024

SUBJECT: **APPROVE A ZONING MAP AMENDMENT TO CHANGE THE ZONING OF 1020 AUTO CENTER PARKWAY (APN: 011-523-021) FROM AUTOMOTIVE REGIONAL COMMERCIAL (CA) TO REGIONAL COMMERCIAL (CRG). THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 32) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15332 OF THE CEQA GUIDELINES (FIRST READING)**

RECOMMENDATION

Approve ZMA-24-01 to change the Zoning of 1020 Auto Center Parkway from Automotive Regional Commercial (CA) to Regional Commercial (CRG)

BACKGROUND

1020 Auto Center Parkway (Monterey County Assessor's Parcel Number 011-523-021) (hereafter referred to as the "Property") is an approximately 0.61 acre parcel located at the corner of Del Monte Boulevard and La Salle Avenue. The site includes an existing building and a parking lot (although a portion of the parking lot is located on the adjoining property to the east).

The Property is located within the Automotive Regional Commercial (CA) Zoning District. The properties located immediately across Del Monte Blvd as well as the adjacent property located south of the Property are also located in the CA Zoning District, and are occupied by vehicle sales and repair uses. In contrast, the properties located across La Salle Avenue, as well as the adjacent property located east of the Property, are located in the Regional Commercial (CRG) Zoning District and are occupied by motels and a restaurant. The Property and all surrounding properties are

located within the Employment land use designation in the current General Plan (adopted May 16, 2024), and were located in the Regional Commercial land use designation under the previous General Plan adopted in 2004.

The Property was previously occupied by Monterey Peninsula Power Sports, which sold motorcycles and All-Terrain Vehicles (ATVs). The Property is currently vacant. The CA Zoning District is highly restrictive, allowing only the sale, rental, or repair of automobiles and similar automotive-related uses. General retail uses are not permitted.

The applicant, Jason Zaremba, has an option to purchase the property and desires to change it into an Ace Hardware store. He has submitted an application to change the zoning of the property from CA to CRG. A hardware store would be a Permitted use in the CRG zoning district.

Staff believes that the proposed Zoning Map Amendment is appropriate. Staff notes that the Property sits on the boundary of the CA and CRG districts (see Attachment 2).

Therefore, changing the Zoning would not result in any uses incompatible with the surrounding area. Further, both Zoning Districts would be consistent with the current and previous General Plan, which envision both automotive and non-automotive commercial uses.

On May 29, 2024, the Planning Commission held a Special Meeting to consider this item. The Planning Commission unanimously recommended that the City Council approve the proposed Zoning Map Amendment.

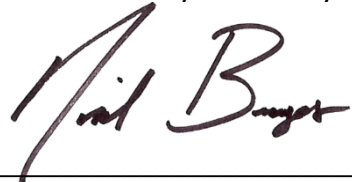
FISCAL IMPACT

This item is not expected to have any fiscal impact.

ATTACHMENTS

1. Attachment 1 Draft Ordinance Zoning Map
2. Attachment 2 Proposed Zoning Map Amendment

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", is written over a horizontal line.

Nicholas Borges, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEASIDE APPROVING A ZONING MAP AMENDMENT TO CHANGE THE ZONING OF 1020 AUTO CENTER PARKWAY (ASSESSOR'S PARCEL NUMBER 011-523-021-000) FROM AUTOMOTIVE REGIONAL COMMERCIAL (CA) TO REGIONAL COMMERCIAL (CRG)

WHEREAS, Monterey County Assessor's Parcel Number (APN) 011-523-021-000, also known as 1020 Auto Center Parkway, is a parcel of land approximately 0.61 acres in size located at the northwest corner of Del Monte Boulevard and La Salle Avenue (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently identified in the Seaside General Plan, adopted May 16, 2024, as being within the Employment land use designation, and is identified in the Zoning Map as being within the Automotive Regional Commercial (CA) Zoning District; and

WHEREAS, Jason Zarembo has submitted an application for a Zoning Map Amendment to change the Zoning District from the CA District to the Regional Commercial (CRG) Zoning District; and

WHEREAS, the Property is located immediately adjacent to and directly across the street from other parcels located in the CRG Zoning District, and therefore would be compatible with the surrounding uses; and

WHEREAS, both the CA and CRG Zoning Districts are consistent with the current Employment land use designation; and

WHEREAS, the Zoning Map 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 May 29, 2024, the Seaside Planning Commission reviewed the proposed Zoning Map Amendment and recommended that the City Council approve the proposed amendment.

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 Automotive Regional Commercial (CA) to Regional Commercial (CRG).

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 shall become effective thirty days following adoption.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 6th day of June 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the XX day of XXXXXX 2024 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

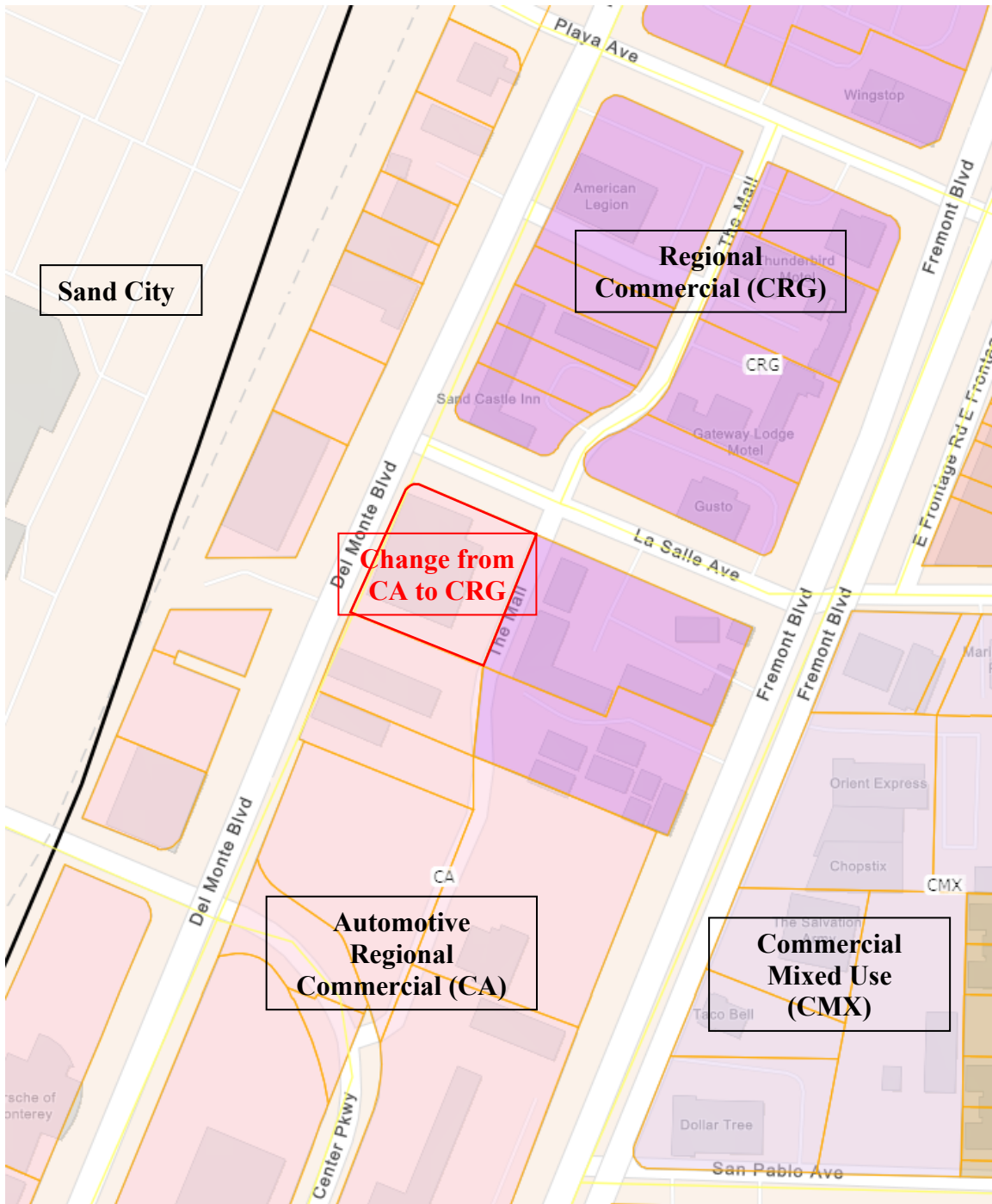
Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Zoning Map Amendment ZMA-24-01

Existing Zoning Districts and Proposed Change





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: June 6, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE 2024-2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENDATION

Adopt a resolution in order to:

1. Approve the FY2024-2025 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the FY2024-2025 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 5, 2024.

BACKGROUND

Each year, the City of Seaside (City) receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City announces the availability of CDBG program funds, the terms and conditions of awards, and requirements for the submittal of applications through a Notice of Funding Availability (NOFA). While the City receives CDBG funds on an annual basis, it operates the CDBG program under a two-year application and funding request cycle.

On December 1, 2023, the City issued a biennial Notice of Funding Availability (NOFA) to solicit applications for awards of CDBG funds for fiscal years 2024-2025 and 2025-2026. The NOFA was also published in the Monterey County Weekly on November 30, 2023. A mandatory pre-proposal conference was also conducted on December 13, 2023, to assist applicants with program regulations and project eligibility questions.

In response to the 2024-26 NOFA, the City received 6 public service and 3 capital improvement project applications which were carefully reviewed by staff and the Community Development Advisory Committee (CDAC). Applications were then forwarded to the City Council for further consideration. A summary of the applications received and requested amounts is provided in the table below:

Agency Name	Program/Project	FY24/25	FY25/26
Greater Victory Temple	Afterschool Program	15,000	15,000
Legal Services for Seniors	Legal Services for Seniors	15,000	15,000
Meals on Wheels of Monterey Peninsula	Home Delivered Meals	12,000	12,000
Eden Council for Hope and Opportunity	Fair Housing Services	13,625	13,625
Gathering for Women - Monterey	Case Management	15,000	15,000
Girls Inc of the Central Coastal	Afterschool Program	15,000	15,000
Public Services Subtotal		85,625	85,625
City of Seaside Engineering Department	San Pablo Pedestrian Bridge	350,000	350,000
Community Human Services	Family Service Center/Casa de Noche Buena facility improvements	40,000	40,000
Boys and Girls Clubs of Monterey County	Seaside Clubhouse improvements	50,000	50,000
Public Facilities/Infrastructure Subtotal		440,000	440,000
City of Seaside	CDBG Administration/Planning	75,000	55,000
GRAND TOTAL		600,625	580,625

DISCUSSION

On April 4, 2024, the City Council considered CDAC's funding recommendations and approved CDBG funding allocations for fiscal year 2024-25 and fiscal year 2025-26 as follows.

Agency Name	Program/Project	FY24/25	FY25/26
Greater Victory Temple	Afterschool Program	11,273	10,850
Legal Services for Seniors	Legal Services for Seniors	11,273	10,850
Meals on Wheels of Monterey Peninsula	Home Delivered Meals	11,273	10,850
Eden Council for Hope and Opportunity	Fair Housing Services	11,273	10,850
Gathering for Women - Monterey	Case Management	11,273	10,850
Girls Inc of the Central Coastal	Afterschool Program	11,273	10,850
Public Services Subtotal		67,635	65,100
City of Seaside Engineering Department	San Pablo Pedestrian Bridge	340,000	240,000
Community Human Services	Family Service Center/Casa de Noche Buena facility improvements	40,000	40,000
Boys and Girls Clubs of Monterey County	Seaside Clubhouse improvements	50,000	50,000
Public Facilities/Infrastructure Subtotal		430,000	330,000
City of Seaside	CDBG Administration/Planning	75,372	38,900
GRAND TOTAL		573,007	434,000

The City Council approved the above allocations based on the following estimated/anticipated amounts of funding.

Anticipated Available Funding	Year 1	Year 2
Anticipated CDBG Allocation	\$346,000	\$332,000
Anticipated Program Income	\$104,900	\$102,000
CDBG Funds Available from Previous Years	\$100,378	-
Program Income Available from Previous Years	\$21,729	-
FUNDING TOTAL	\$573,007	\$434,000

At the April 4th meeting, the City Council approved a contingency plan (pursuant to HUD guidance in CDP Notice 2024-01) to proportionally increase or decrease funding allocations in the event of a decrease or increase in the CDBG annual allocation.

On May 8, 2024, HUD released the FY24/25 CDBG Allocations. The City of Seaside now anticipates receiving \$327,373 (\$21,273 less than projected) in CDBG funds in FY24/25. Considering the reduced CDBG funding allocation and based on the City Council direction from the April 4th meeting, City staff have revised funding allocations for FY24/25 as follows:

Agency Name	Program/Project	FY24/25	FY25/26
Greater Victory Temple	Afterschool Program	10,800	10,850
Legal Services for Seniors	Legal Services for Seniors	10,800	10,850
Meals on Wheels of Monterey Peninsula	Home Delivered Meals	10,800	10,850
Eden Council for Hope and Opportunity	Fair Housing Services	10,800	10,850
Gathering for Women - Monterey	Case Management	10,800	10,850
Girls Inc of the Central Coastal	Afterschool Program	10,800	10,850
Public Services Subtotal		64,800	65,100
City of Seaside Engineering Department	San Pablo Pedestrian Bridge	340,000	240,000
Community Human Services	Family Service Center/Casa de Noche Buena facility improvements	40,000	40,000
Boys and Girls Clubs of Monterey County	Seaside Clubhouse improvements	50,000	50,000
Public Facilities/Infrastructure Subtotal		430,000	330,000
City of Seaside	CDBG Administration/Planning	59,580	38,900
GRAND TOTAL		554,380	434,000

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

On April 4, 2024, the City Council authorized staff to draft the Fiscal Year 2024-2025 Annual Action Plan and to make it available for public review and comment for a period of 30 days. The draft FY2024-25 Annual Action Plan was posted on the CDBG Program

webpage on April 8, 2024 for public review. A Public Notice (in English and Spanish) regarding the proposed FY2024-25 Annual Action Plan was also circulated in the Monterey County Weekly on April 4, 2024. The City allowed for a 30-day public comment period which began on Monday, April 8, 2024 and ended on Tuesday, May 7, 2024. Any public comments received during the 30-day public review period or at the public hearing will be incorporated into the FY2024-25 Annual Action Plan and submitted to HUD.

The Annual Action Plan represents the City's formal annual grant application to HUD pursuant to receipt of CDBG funds. Normally, HUD requires submittal of the AAP no later than 45 days prior to the start of the program year, or May 15th of every year. However, HUD will allow late submission (on or before July 5, 2024) of the APP this year due to the delay in FY2024 appropriations.

ENVIRONMENTAL REVIEW

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting in itself is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under CEQA, HUD and NEPA regulations have been satisfied for each particular project.

FISCAL IMPACT

HUD allows entitlement grantees to allocate up to 20% of the annual grant and program income toward program administration which may include staff salaries and benefits, legal noticing fees, consultant and other indirect costs.

During the 2022-2024 funding cycle, the City Council allocated approximately \$51,000 and \$45,000 to CDBG program administration in FY22/23 and FY23/24 respectively. These amounts represented approximately half the amount the City could have allocated to CDBG program administration. In FY22/23, the City expended approximately \$57,000, and is on track to spend a similar amount in the current fiscal year.

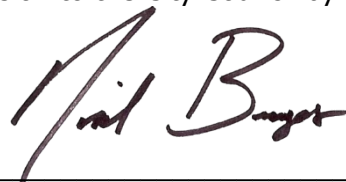
City staff anticipates increased program administration costs in FY24/25 due to additional consultant services needed to assist with the planning and development of the Analysis of Impediments to Fair Housing and the next 5-year CDBG Consolidated Plan. In FY24/25, City staff anticipates approximately \$75,000 in CDBG program expenditures.

City staff recommends the City Council consider allocating approximately \$70,000 in FY24/25 and \$54,000 in FY25/26 to CDBG program administration. This will help ensure CDBG program costs are not subsidized by General Fund monies.

ATTACHMENTS

1. Resolution - FY2024-25 CDBG Annual Action Plan
 2. Exhibit "A" - Draft 2024-2025 Annual Action Plan
 3. Assurances - Construction Programs SF-424D
 4. Application for Federal Assistance SF-424
 5. CDBG Certifications for Entitlement Grantees
 6. CPD Notice 2024-01 - FY24-25 Submittal Guidance
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nicholas Borges", written over a horizontal line.

Nicholas Borges, Acting City Manager

RESOLUTION NO. 24-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE 2024-2025 ANNUAL ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2020-2024 Five-Year Consolidated Plan; and

WHEREAS, the City of Seaside operates its CDBG program under a two-year application and funding cycle; and

WHEREAS, on December 1, 2023, the City posted and published a Notice of Funding Availability (NOFA); and

WHEREAS, on December 13, 2023, held a Mandatory CDBG Funding Workshop for the 2024-2026 funding cycle; and

WHEREAS, on January 10, 2024, the City received six public services applications and three public facilities and infrastructure applications; and

WHEREAS, on February 8, 2024 and March 6, 2024, the Community Development Advisory Committee (CDAC) convened public meetings to discuss applications and recommend funding allocations to the City Council; and

WHEREAS, on April 4, 2024, the City Council considered the recommendations of CDAC, approved funding allocations for projects and activities for a two-year cycle covering both program years 2024-25 and 2025-26 and authorized staff to draft the 2024-2025 Annual Action Plan and release for public review and comment for a period of 30 days; and

WHEREAS, on April 8, 2024, the City posted the draft 2024-2025 Annual Action Plan on the CDBG Program webpage, and on April 4, 2024 circulated a notice of public review and comment; and

WHEREAS, the City allowed for a 30-day public review and comment period from April 8, 2024 to May 7, 2024; and

WHEREAS, the 2024-2025 Annual Action Plan encapsulates the fifth

year of the 2020-2024 Consolidated Plan and has been prepared to implement the strategies contained in the Five-Year Consolidated Plan; and

WHEREAS, on June 6, 2024, the City held a public hearing and approved the 2024-2025 Annual Action Plan; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2024-2025 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked "Exhibit A" and made a part hereof, is hereby approved with authorization to update according to the contingency provisions, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD at least 45 days before the start of the program year (i.e. on or by July 5, 2024), or as otherwise allowed or required by HUD. The 2024-2025 Seaside City Budget should include the actual allocations as well as any previous year's CDBG funding still available for expenditure via encumbrment.

APPROVED AND ADOPTED by the City Council of the City of Seaside at a regular meeting duly held on the 6th day of June 2024 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri Damon, City Attorney

Attachment:

Exhibit "A" – Annual Action Plan



CITY OF SEASIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

DRAFT 2024-2025 ANNUAL ACTION PLAN

Public Comment Period: April 8– May 7, 2024

Submit Comments to CDBG@ci.seaside.ca.us

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726

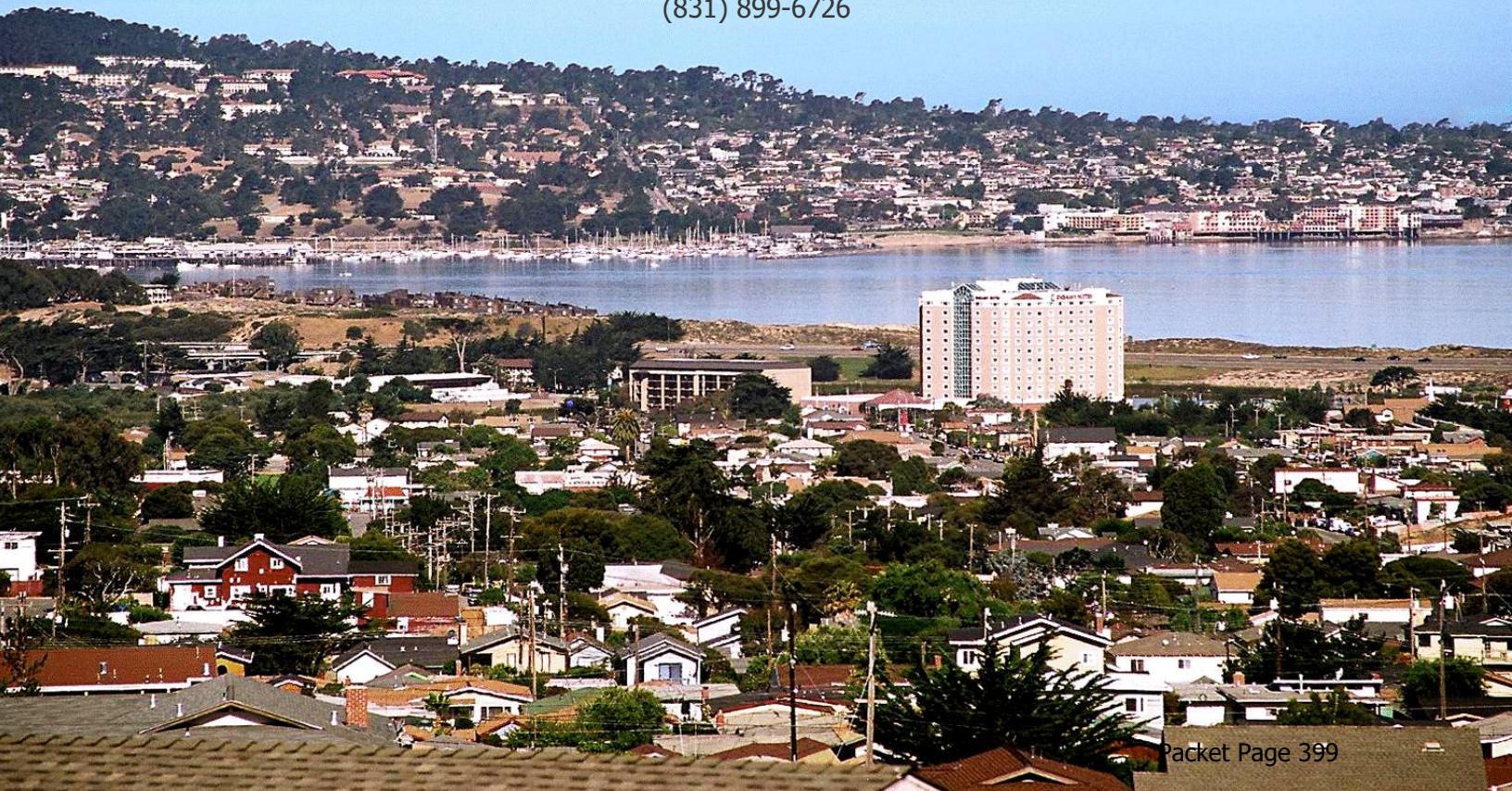


Table of Contents

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b)	7
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	8
AP-12 Participation – 91.105, 91.200(c)	21
AP-15 Expected Resources – 91.220(c)(1,2)	44
AP-20 Annual Goals and Objectives	46
AP-35 Projects – 91.220(d)	48
AP-38 Project Summary	49
AP-50 Geographic Distribution – 91.220(f)	54
AP-55 Affordable Housing – 91.220(g)	55
AP-60 Public Housing – 91.220(h)	56
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	57
AP-75 Barriers to affordable housing – 91.220(j)	60
AP-85 Other Actions – 91.220(k)	61
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)	63

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Seaside is a recipient of federal Community Development Block Grant funding and is a designated Entitlement City. As required under U.S. Department of Housing and Urban Development (HUD) regulations, the City of Seaside has prepared its Fiscal Year 2024-2025 Annual Action Plan for its community development programs (FY24-25 Action Plan). The FY24-25 Action Plan, which covers the period of July 1, 2024 through June 30, 2025, encapsulates the fifth year of the 2020–2024 Consolidated Plan. The FY24-25 Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from HUD for Fiscal Year 2024-2025 (FY24-25).

The FY24-25 Action Plan describes the projects and activities that the City of Seaside is proposing to undertake utilizing funds made available by HUD under the CDBG program. The plan also describes community development projects and activities that will be implemented utilizing federal and non-federal funding sources.

In FY24-25, the City anticipates receiving approximately \$348,646 in fiscal year 2024-2025 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The City has also received \$104,900 in program income, which will be available for allocation during FY24-25. Additionally, the City will have \$100,378 in CDBG funds and \$21,729 in program available from prior program years.

The CDBG program operates under a two-year funding request cycle. This funding cycle represents the City's fifth operating year of the 2020-24 Consolidated Plan, and first operating year of the 2025-2029 Consolidated Plan which will be planned and developed in 2024. A Notice of Funding Availability (NOFA) was issued on December 1, 2023, to solicit applications for awards of CDBG funds for fiscal years 2024-2025 and 2025-2026. The NOFA was also published in the Monterey County Weekly on November 30, 2023. A mandatory pre-proposal conference was also conducted on December 13, 2023, to assist applicants with program regulations and project eligibility questions.

In response to the 2024-26 NOFA, the City received 6 public service and 3 public facilities and infrastructure project applications. Following CDBG staff screening of applications, the City's Community Development Advisory Committee (CDAC) held two (2) separate meetings to review and discuss received applications and recommend funding allocations to the City Council. On April 4, 2024, the City of Seaside City Council met to consider and approve FY24-25 funding allocations as follows:

Public Facilities and Infrastructure			
1	Boys and Girls Club	Seaside Clubhouse improvements	\$50,000
2	Community Human Services	Family Service Center Improvements	\$40,000

3	City of Seaside, Engineering Department	San Pablo Pedestrian Bridge Reconstruction	\$340,000
Subtotal			\$430,000
Public Services (capped at 15%)			
1	Legal Services for Seniors	Legal services for seniors	\$11,273
2	Greater Victory Temple	After school tutoring program	\$11,273
3	Girls Inc of Central Coast	Youth services	\$11,273
4	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$11,273
5	Gathering for Women Monterey	Case management	\$11,273
6	Eden Council for Hope and Opportunity	Fair housing services	\$11,273
Subtotal			\$67,635
CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$75,372
Grant Total			\$573,007

CONTINGENCY PLAN

The City will follow the following contingency plan in the event of a decrease or increase in actual CDBG allocation: all proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

2. Summarize the objectives and outcomes identified in the Plan

The five-year CDBG program objectives identified in the 2020-2024 Consolidated Plan are summarized below. FY24-25 objectives and outcomes are described in the "Annual Goals and Objectives" section of this document.

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

3. Evaluation of past performance

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, which reports on the activities that were funded with CDBG funds. The CAPER reports the amount spent on each project activity and the number of beneficiaries assisted. The City has submitted the required reports each year, and HUD has accepted the reports each year. The City of Seaside evaluates past performance and makes adjustments as needed to better serve the needs of the community. Additionally, all projects funded with CDBG funds are subject to annual monitoring to ensure compliance with HUD standards.

Year-end totals are not available for FY23-24; therefore, FY22-23 will be the primary source used to evaluate past performance.

In FY 2022-23, which began on July 1, 2022 and ended on June 30, 2023, the City of Seaside received \$356,647.00 in CDBG allocation and \$102,920.00 in program income for a total of \$459,567.00. The City also had additional funds carried over from previous program years.

Consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2022-23 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City collaborated with local non-profits to carry out various projects and activities, which benefitted over 2,522 low- and moderate-income Seaside residents. Detailed summary of the FY2021-22 activities and accomplishments is included in the FY2022-23 CAPER, which is available at www.ci.seaside.ca.us/CDBG.

4. Summary of Citizen Participation Process and consultation process

The City of Seaside has embraced a comprehensive Citizen Participation and consultation process that includes broad participation from the community. At each step in the process, the City ensures that low-and-moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs are actively involved. The Community and Economic Development Department staff conducted extensive outreach to engage a wide range of agencies, groups, organizations, and residents in the process of developing the 2020-2024 Five-Year Consolidated Plan and the 2024-26 funding cycle. This process included widespread public participation and input through postcards, workshops, community meetings, and public hearings. A comprehensive narrative and timeline of the Citizen Participation and Consultation processes are described in the subsequent sections of the document.

A draft of the FY24-25 Action Plan was publicized and made available for public comment for a 30-day public comment period that began on April 8, 2024 and will conclude on May 7, 2024. A public notice (in English and Spanish) was also circulated in the Monterey County Weekly to inform the public regarding the proposed FY24-25 Action Plan, the corresponding public review period, and City Council public hearing. The City will accept and consider all comments and submit to HUD. A summary of the public comments will be included in this document after the 30-day public review period has concluded.

5. Summary of public comments

This section will be completed once the 30-day public review period has concluded.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed once the 30-day public review period has concluded.

7. Summary

Each year, the City of Seaside is required to prepare an Annual Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The

2024-2025 Annual Action Plan addresses three Strategic Plan Goals from the 2020-2024 Consolidated Plan by allocating approximately \$573,007 of CDBG funds to projects and activities to be implemented from July 1, 2024 to June 30, 2025.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Grantee	City of Seaside	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

Consolidated Plan Public Contact Information

Haroon Noori, Administrative Analyst II
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(831) 899-6726
hnoori@ci.seaside.ca.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City contacts and consults with public agencies, private agencies and city residents to get a better understanding of community needs for the plan year during the development of the FY 2024-25 Action Plan. For the Action Plan, the city consulted with the entities that are identified in the following sections.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Seaside works collaboratively in all of its housing and community development efforts with other local governments, nonprofits, advocacy groups, and citizens. This collaboration takes place through the City's cooperation with the Monterey County Continuum of Care (CoC) lead agency Coalition of Homeless Services Providers (CHSP), planning processes such as the City's Housing Element and Consolidated Plan, and the CoC 5-Year Strategy to End Homelessness. Additionally, the City consulted a variety of agencies, including local and regional nonprofits, government organizations, faith-based organizations, and other organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

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

Additionally, the City has established a Homeless Commission to devise strategies and priority

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

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

The City continues its partnership with the Community Human Services and Gathering for Women, which provide transitional and permanent housing to homeless. Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

In program year 2024, the City will provide public service funding to Gathering for Women for case management. Gathering for Women provides homeless women with supportive resources and a caring community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (CPY) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with CPY to make after-school enrichment programs available for children and youth. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
2	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army was consulted to understand the needs of their transitional housing program in Seaside and services they provide. This included an estimate of the number of families in need of services including financial counseling. The Salvation Army has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings. They are a previous Seaside CDBG subrecipient and did not apply for funding for the upcoming AAP cycle.
3	Agency/Group/Organization	ACTION COUNCIL OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Action Council of Monterey County/Palenke Arts program was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services provided in their multi-cultural arts programs . The City will strive to work with Palenke Arts to make after-school enrichment programs available for children and youth. Palenke Arts has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
4	Agency/Group/Organization	Meals on Wheels of the Monterey Peninsula
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels (MOW) was consulted to understand the needs of homebound elderly frail seniors in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with MOW to make meal delivery programs available for homebound Seaside residents. MOW has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
5	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors (LSS) was consulted to understand the needs of seniors desiring legal assistance in Seaside. This included an estimate of the number of seniors in need of services. The City will strive to work with LSS senior legal programs available. LSS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
6	Agency/Group/Organization	Eden Housing for Council for Hope and Opportunity (ECHO)
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Eden Housing Council for Hope and Opportunity (ECHO) was consulted to understand the needs of fair housing in Seaside. This included an estimate of the number of residents in need of fair housing or tenant/landlord services. The City will strive to work with ECHO to make fair housing programs available. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings and Analysis of Impediments to Fair Housing outreach sessions.
7	Agency/Group/Organization	Girls Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Girls, Inc. was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with Girls, Inc. to make after-school enrichment programs available for children and youth. Girls, Inc. has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
8	Agency/Group/Organization	Greater Victory Temple Church of God in Christ
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Victory Temple (GVT) was consulted to understand the needs of children, and families in need in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with GVT to make after-school programs available for youth and their families including some that may be experiencing homelessness. GVT has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project (TVP) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with TVP to make after-school enrichment programs available for children and youth. TVP has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
10	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with the Boys and Girls Club to make programs available for children and youth and coordinates activities with adjoining Cutino Park. The Boys and Girls Club has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
11	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Human Services (CHS) was consulted to understand the needs of persons experiencing substance abuse and homelessness in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CHS to make facilities and programs available for persons experiencing these special needs. CHS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
12	Agency/Group/Organization	Veterans Transition Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (VTC) was consulted to understand the needs of veterans in Seaside. This included an estimate of the number of veterans in need of services. The City will strive to work with VTC to make housing available for homeless veterans. VTC has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings.
13	Agency/Group/Organization	County of Monterey
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey County (Urban County) to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.

14	Agency/Group/Organization	City of Salinas
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with the City of Salinas to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
15	Agency/Group/Organization	City of Monterey
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
16	Agency/Group/Organization	Alliance on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alliance on Aging has participated in CDAC workshops and indicated a need for services for seniors.

17	Agency/Group/Organization	SUN STREET CENTERS
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sun Street Centers has participated in CDAC workshops and indicated a need for substance abuse treatment services and associated homeless/employment challenges.
19	Agency/Group/Organization	Monterey Peninsula Unified School District
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Monterey Peninsula Unified School District (MPUSD) was consulted to understand the needs of persons experiencing educational challenges in Seaside, particularly with the adult school. This included an estimate of the number of persons in need of services. The City will strive to work with MPUSD to make facilities and programs available for persons experiencing these special needs. MPUSD has participated in the CDAC's Community Needs Workshop, many Seaside Creates community outreach events and NOFA potential applicant meetings
20	Agency/Group/Organization	Monterey Peninsula Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several teams of participants canvassed Seaside Businesses on November 8, 2019 as part of the Chamber's Business Walk. The short in-person survey was able to reach many businesses at their own facility and check in with them, finding their needs and promoting community good will. Many businesses surveyed were non-English speakers.
21	Agency/Group/Organization	Gathering for Women
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Gathering for Women is working with CHS and the City working toward opening a homeless shelter in HUD qualified census tract 137. They have been participating in CDAC activities .
22	Agency/Group/Organization	CASA of Monterey County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services - Victims Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CASA was consulted to understand the needs of foster youth and advocacy in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CASA to make facilities and programs available for persons experiencing these special needs. CASA has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

23	Agency/Group/Organization	FOOD BANK OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Food Bank of Monterey County not only serves persons directly, they also work with many non-profits receiving grant funds. The City participated in a regional organization tour of their facility in fall 2019 and has reached out to them for coordination of food drives since the inception of the COVID-19 shelter in place impacts. The City will be coordinating with the Food Bank with CDBG-CV activity.
24	Agency/Group/Organization	Monterey Bay Economic Partnership
	Agency/Group/Organization Type	Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Seaside is a member of the Monterey Bay Economic Partnership and participates in their twice yearly regional conferences addressing housing, water, transportation and technology. The COVID-19 pandemic has highlighted the need for broadband improvement and MBEP created a white paper on the topic. https://mbep.biz/wp-content/uploads/2020/04/MBEP-COVID-19-Response_Broadband.pdf The MBEP and Monterey Peninsula Unified School District encouraged students to use the mobile Bus hotspots internet connectivity for digital learning if connections were not available in homes in Seaside.
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Identify any Agency Types not consulted and provide rationale for not consulting

The City of Seaside encourages consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Leadership Council	The "Lead Me Home" 5-Year Plan to End Homelessness Goals overlaps with the Seaside Strategic Plan in the SP-40 Institutional Delivery Structure and the goal of Access to Social Services.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In developing the 2020-2024 Consolidated Plan and processing the 2024-2026 funding cycle applications, the City conducted extensive outreach to ensure broaden citizen participation. The following a schedule of events that led to the adoption of the 2020-2024 Consolidated Plan as well as approval of the 2024-2026 funding cycle applications.

- September 2018: Held a community needs session to review the existing plan.
- September 2019: Held a public workshop at the Seaside Creates Office to conduct a SWOT analysis, review Opportunity Zones, difficult development areas and individual census tracts.
- September 2019: Online survey - 28 stakeholders responded.
- October 2019: CDAC met to review the results of the online survey and found the results were statistically significant; however, noted that the results were consistent with the workshop.
- November 7, 2019: A presentation agendized for the City Council to review needs recommended by CDAC for interested applicants for the 2020-2022 funding cycle.
- January 2020: The CDAC received online access to review the applications. A meeting was scheduled for February to provide recommendations to Council. Due to unexpected vacancies on the CDAC, in accordance with the Homeless Committee's workplan and the Citizen Participation Plan a CDAC joint meeting with the Homeless Commission considered the applications for funding for recommendations to Council.
- March 11, 2020: The eight citizen volunteers of the joint committee discussed the applications. As in 2018, the deliberations were verbal and conducted in a noticed and recorded public meeting. The agenda packet can be accessed at <https://seasideca.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=1936>. The meeting can be viewed at <https://www.youtube.com/watch?v=4uKhXZvupFo&t=12s>
- March 19, 2020: Following recommendations from the joint committee, a report was prepared for consideration at City Council on March 19 for direction to staff for items to be included in the Consolidated Plan/AAP. Due to the COVID-19 pandemic, the item was postponed.

- On April 6, 2020: Seaside submitted a waiver to HUD to extend deadlines for submittal of the CON/AAP per official guidance using the HUD suggested template. The CON/AAP would contain the CDBG-CV funding so a substantial amendment to 2019 AAP would not be necessary.
- May 21, 2020: The Council discussed the recommendations on during a virtual City Council meeting. The video link at https://www.youtube.com/watch?v=K_PVnWYDkA. Starting at 2:05 through 3:47. Written public comment received by the City Clerk via email was read into the record. CDBG-CV was discussed on the immediately following item 3:47 through 4:31. Written public comment received by the City Clerk via email was read into the record. These two topics concerning the CDBG program were discussed for a total of 2 hours and 26 minutes during the May 21 virtual City Council meeting.
- June 25, 2020: Public notice was printed in the Monterey County Weekly (advance copy online on 6/24 for the Public Hearing of the Consolidated Plan, Annual Action Plan and the amended Citizen Participation Plan). The plans were available for viewing when the notice was posted, although the stated time to start the review period was June 28.
- July 2, 2020: Council held a public hearing and approved a resolution to approve all items and authorize the City Manager to sign all forms and certifications to submit to HUD.
- January 7, 2021: The Seaside City Council convened a discussion on the conceptual review of the CDBG-CV3 funds and allocations.
- March 4, 2021: The Seaside City Council held a public hearing to discuss a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- March 11, 2021: A public notice was published in the Monterey County Weekly regarding the 2021-2022 Annual Action Plan being available for public review and comment during March 15, 2021 to April 15, 2021.
- March 18, 2021: The Seaside City Council approved a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- April 15, 2021: City Council held a public hearing to adopt the FY2021-22 Annual Action Plan
- September 16, 2021: The City Council received and approved the FY2020 CAPER
- October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan
- October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment
- December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan
- December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle
- February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.

- February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.
- February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.
- 02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net. A minimum of 70% score was required to be considered for funding.
- March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.
- March 20, 2023: The City circulated draft FY23-24 Action Plan for a 30-day public review and comment period.
- March 30, 2023: The Community Development Advisory Committee considered the FY23-24 Action Plan.
- April 20, 2023: The City of Seaside City Council will consider and adopt the draft FY23-24 Action Plan.
- December 1, 2023: The City issued a comprehensive NOFA for the FY2024-2026 Funding Cycle
- February 8, 2024: CDAC held its first public hearing and received a staff report along with all submitted applications. CDAC also received agency presentations.
- 02/8/2024 to 03/6/2024: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net. A minimum of 70% score was required to be considered for funding.
- March 6, 2024: CDAC convened another meeting to consider and discuss funding allocations for FY24/25 and FY25/26. Due to lack of quorum, CDAC did not adopt a resolution formally recommending funding allocations to the City Council. Instead, the two remaining members of the Committee provided funding recommendations as individual members. Funding recommendations of the two committee members are attached for City Council consideration.
- April 4, 2024: The Seaside City Council considered and approved funding allocations for FY24/25.
- The City circulated draft FY24-25 Action Plan for a 30-day public review and comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Newspaper ad was placed on September 5, 2019 for both the CAPER document and the September 18, 2019 Community Needs Workshop. The ad was placed in both English and Spanish in the Monterey County Weekly	over two dozen people attended the Community Needs workshop which included a brainstorming board/SWOT analysis, placement of dots and comments to show how current needs are met and future needs in each census tract	All participation was welcomed.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Needs workshop held in September 2018 at Oldemeyer Center and 2019 at Seaside Creates downtown satellite office to review past goals and set new goals. Interactive activities included brainstorming, dots, consideration of past, present and future.	Comments were positive and thoughtful considering the needs of our diverse community.	All comments are appreciated.	

3	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates Twitter page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts		https://twitter.com/SeasideCreates
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates facebook page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts	N/A	https://www.facebook.com/SeasideCreates/?ref=aymt_homepage_panel&eid=ARBJ-ZgudXbDNKO7PGrAJm--2G6ZPbZfG7FR9D2J6swYqZQKxboQNT49NRXjh1JlawulZpTbFMxdUK24

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Advisory Committee Meetings are held the third Wednesday of the Month at 6:30 PM. Due to openings on the CDAC, a joint meeting with the Homeless Commission was held on 3/11/2020 to make sub recipient recommendations to City Council.	Public comment is welcomed for all topics at all meetings.	N/A	http://www.ci.seaside.ca.us/160/Community-Development-Advisory-Committee

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The Seaside City Council determines the funding for subrecipients using the recommendations from the The Council directs staff to use the determination for the Annual Action Plan, then holds a Public Hearing on the AAP. The Council meeting was a virtual meeting Zoom/YouTube . See narrative above for link to video	Emailed comments were received by the City Clerk and read into the record of the Virtual meeting held on May 21, 2020 (delayed due to COVID-19 shelter in place and Emergency declarations)	N/A	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A Public Hearing on the CON/AAP on July 2, 2020. Council Meetings have gone to a virtual format due to COVID_19. Meetings are conducted via Zoom and live streamed on the City's YouTube Channel	All comments in virtual meetings must be submitted via email to the City Clerk and read into the record during the meeting. Staff Report and agenda may be accessed in link above. City of Seaside YouTube channel is linked below.	N/A	https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Non-targeted/broad community	On March 4, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	All comments were supportive of the recommended allocation. Some residents wished the City would allocate some funds to rental and other form of economic assistance program.	All comments were received and accepted.	https://www.youtube.com/watch?v=Iy0A09OLjNM
9	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a notice in the Monterey County Weekly regarding the Substantial Amendment to the Consolidated Plan and Annual Action Plan available for public comment	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 12, 2021 to March 18, 2021	No comments were received.	N/A	
11	Public Hearing	Non-targeted/broad community	On March 18, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2021-2022 Annual Action Plan available for public comment	No comments were received.	N/A	
13	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 15, 2021 to April 15, 2021	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Public Hearing	Non-targeted/broad community	On April 15, 2021, the City Council held a public hearing to adopt the 2021-2022 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	
15	Public Review Period	Non-targeted/broad community	On August 26, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2020-2021 CAFER available for public comment	No comments were received.	N/A	
16	Public Hearing	Non-targeted/broad community	September 16, 2021: The City Council received and approved the FY2020 CAPER	No comments were received.	N/A	
17	Public Hearing	Non-targeted/broad community	October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
18	Newspaper Ad	Non-targeted/broad community	the City published a Public Notice in the Monterey County Weekly regarding the draft Citizen Participation Plan for public comment	No comments were received.	N/A	
19	Public Review Period	Non-targeted/broad community	October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment	No comments were received.	N/A	
20	Document release	Non-targeted/broad community	December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle	No comments were received.	N/A	
21	Public Hearing	Non-targeted/broad community	December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
22	Public meeting	Non-targeted/broad community	February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.	No comments were received.	N/A	
23	Public meeting	Non-targeted/broad community	February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.	No comments were received.	N/A	
24	Public meeting	Non-targeted/broad community	February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
25	Public review period	Non-targeted/broad community	02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net . A minimum of 70% score was required to be considered for funding.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
26	Public Hearing	Non-targeted/broad community	02/24/2022: CDAC met to discuss staff recommendations. After careful consideration and thoughtful deliberation, CDAC concurred with the following staff recommendation and directed staff to forward the following funding recommendations to the City Council for consideration and approval.	One comment was received from Shari Hasti regarding the City's allocation methodology. City CDBG staff provided clarification at the meeting.	N/A	
27	Public Hearing	Non-targeted/broad community	March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.	One comment received from one of the CDAC members. It was stated that the Committee enjoyed reviewing the proposed projects.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
28	Newspaper ad	Non-targeted/broad community	On March 17, 2022, the City published a Public Notice in the Monterey County Weekly regarding the draft 2022-2023 AAP available for public comment	No comments received	N/A	
29	Public Review and Comment period	Non-targeted/broad community	March 21 – April 20, 2022: The City will make the draft FY2022 AAP available for public review and comment. A Notice was published in the Monterey County Weekly.	No comments received	N/A	
30	Public Hearing	Non-targeted/broad community	On April 21, 2022, the City Council will hold a public hearing to adopt the FY2022-23 AAP	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
31	Newspaper ad	Non-targeted/broad community	On March 16, 2023, the City published a Public Notice in the Monterey County Weekly regarding the draft 2023-2024 AAP available for public comment	No comments received	N/A	
32	Public Review and Comment period	Non-targeted/broad community	March 20 – April 18, 2023: The City will make the draft FY23-24 AAP available for public review and comment. A Notice was published in the Monterey County Weekly.	No comments received	N/A	
33	Public Hearing	Non-targeted/broad community	On March 30, 2023, the CDAC will hold a public hearing to consider the FY2023-24 AAP	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
34	Public Hearing	Non-targeted/broad community	On April 20, 2023, the City Council will hold a public hearing to adopt the FY2023-24 AAP	No comments received	N/A	
35	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	The NOFA was published in the Monterey County Weekly on November 30, 2023.	No comments received	N/A	
36	Document release	Non-targeted/broad community	December 1, 2023: The City issued a comprehensive NOFA for the FY2024-2026 Funding Cycle	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
37	Public meeting	Non-targeted/broad community	February 8, 2024: CDAC held its first public hearing and received a staff report along with all submitted applications.	No comments were received.	N/A	
38	Public meeting	Non-targeted/broad community	March 6, 2024: CDAC held a public hearing to consider and recommend funding allocations to the City Council	No comments were received.	N/A	
39	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 24, 2024, the City published a notice in English and Spanish regarding the April 4, 2024 City Council meeting	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
40	Public meeting	Non-targeted/broad community	April 4, 2024, the City Council held a public hearing to approve funding allocations for FY24/25.	No comments were received.	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In FY24-25, the City anticipates receiving approximately \$348,000 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The City has also received \$104,900 in program income, which will be available for allocation during FY24-25. Additionally, the City will have \$100,378 in CDBG funds and \$21,729 in program available from prior program years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	348,000	104,900	\$122,107	573,007	-	Prior Year Resources includes 100,378 in CDBG funds and \$21,729 in prior year program income

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. Applications are submitted on the City Data Services data management portal and the attachments are housed on their server. On occasion, there are projects utilizing a variety of funding sources such as the San

Pablo Pedestrian Bridge reconstruction project utilizing a general fund monies. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate that the sale of publicly owned lands or properties would be used to acquire lands to achieve CDBG goals. Upgrading of infrastructure including publicly owned roads, sidewalks and public parks may address the needs in the plan particularly to improve accessibility.

Discussion

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources. The City of Seaside paid off a Section 108 Loan during the last Consolidated Plan and has no Section 108 funds outstanding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Community and Social Services	2024	2025	Homeless and Non-Homeless Special Needs Non-Housing Community Development Public Services	City of Seaside Qualified Census Tract 137	Access to community services	CDBG: \$67,635	Public service activities other than Low/Moderate Income Housing Benefit: 778 Persons Assisted
2	Improve accessibility to persons with disabilities	2024	2025	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Improve accessibility	CDBG: \$340,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28,955 Persons Assisted
3	Provide Quality Facilities and Infrastructure	2024	2025	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Provide quality facilities and infrastructure	CDBG: \$90,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1075 Persons Assisted
4	Program Administration	2024	2025	Planning and Administration	City of Seaside, program administration		CDBG: \$75,372	Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Access to Community and Social Services
	Goal Description	Seaside's public services component of the CDBG program serves a diverse client base and include provision of a broad range of community and social services including multiple youth enrichment programs, fair housing education, tenant-landlord assistance and counseling, and Meals on Wheels and Legal Services for Seniors.
2	Goal Name	Improve accessibility to persons with disabilities
	Goal Description	During FY2024-25, the City of Seaside will fund the San Pablo Pedestrian Bridge reconstruction project.
3	Goal Name	Provide Quality Facilities and Infrastructure
	Goal Description	The CDBG program identifies publicly owned facilities and infrastructure such as, streets, playgrounds, and underground utilities, and buildings owned by non-profits that are open to the public. During 2024-2025, upgrades are scheduled for the Boys and Girls clubhouse and Family Service Center/Casa de Noche Improvements.
4	Goal Name	Program planning and administration
	Goal Description	CDBG Program planning and administration. City staff will provide overall management, coordination, and evaluation to the CDBG program, and the project delivery costs associated with bringing projects to completion

Projects

AP-35 Projects – 91.220(d)

Introduction

As part of the 2024-2025 funding cycle, on April 4, 2024, the Seaside City Council approved the following projects for the FY2024-2025 Annual Action Plan.

Projects

#	Project Name
1	2024 Boys and Girls Club – Seaside Clubhouse parking lot improvement and security upgrades.
2	2024 Community Human Services- Family Service Center Improvements
3	2024 San Pablo Pedestrian Bridge reconstruction (Year 1)
4	2024 Public Services
5	2024 CDBG Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Given the limited CDBG allocation, it is difficult to address all community needs. Both request for public services and public facilities and infrastructure projects far exceed the available funding. The City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources.

AP-38 Project Summary

Project Summary Information

1	Project Name	Boys and Girls Club Facility improvements
	Target Area	City of Seaside
	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$50,000
	Description	FY24-25 External lighting and video security: As the Club and adjacent Cutino Park sees an increase in participation following each entity's improvements, the safety of all participants will be enhanced with improved LED lighting. Additionally, lighting would be added to the back of the building where there is space between the building and Cutino Park. This 102' stretch requires adding a circuit breaker to the local breaker box and running wire through the walls to each of the new locations. The existing lights include thirty four (34) recessed building lights, five (5) wall mounted lights and eight (8) parking lot pole lights. The additional cameras and upgrade Network Video Recording capacity to 64 cameras, will aide in supporting safety and requests from law enforcement. Total cost is\$65,000
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	475 LMI persons
	Location Description	1332 LaSalle Avenue, Seaside, CA

	Planned Activities	FY24-25 would see the purchase, retrofit and conversion of lights and fixtures from traditional lights to LED. The existing lights include thirty-four (34) recessed building lights, five (5) wall mounted lights and eight (8) parking lot pole lights. The improvements would also include adding several motion sensor LED lights to specific areas near the back of the Clubhouse.
2	Project Name	Community Human Services- Improvements to the Family Service Center
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$40,000
	Description	Replace the Family Service Center's plumbing main line from the street to the facility, located in Seaside. There are chronic issues with toilets overflowing 'brown water' into the building, causing costly damage to dry wall, flooring, and cabinets.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	600 LMI persons
	Location Description	The Family Service Center (FSC) which is located 1178 Broadway Ave is an emergency shelter for homeless women and families with children, both located in Seaside, serve clients that are very low- and low-income residents of Monterey County. The programs offered at the Family Service Centers are designed to serve families who are uninsured or otherwise unable to afford services and care.

	Planned Activities	Replace the Family Service Center's plumbing main line from the street to the facility, located in Seaside
3	Project Name	San Pablo Pedestrian Bridge Reconstruction (Year 1)
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Improve accessibility to persons with disabilities Provide Quality Facilities and Infrastructure
	Needs Addressed	Improve accessibility Provide quality facilities and infrastructure
	Funding	CDBG: 340,000
	Description	In 2023 the current bridge, a beloved Seaside landmark, was deemed structurally unsound for pedestrian use. The demolition and reconstruction of the bridge is currently in design. The demolition of the bridge is schedule to be completed by the end of the 2024/2025 Fiscal Year. The reconstruction of the bridge will not only to reopen a Safe Route to school but will also make the bridge ADA accessible
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	28,955 LMI Seaside residents are estimated to benefit from this project.

	Location Description	The San Pablo Pedestrian Bridge is located in census tract 138, block group 1. The 1-mile service area includes census tracts 135, 136, 137, 138, 139, 140, and 141.07 are also included. The percentage of the combined low and moderate-income persons for these census tracts is 53%, see attachment. The bridge is within one mile of residents in the above-listed census tracts. The bridge is used by many in the community as an accessible and safe route to several schools and parks. Not only does it directly connect Lincoln Cunningham Park and Manzanita Stuart Park, but it more broadly is part of a larger parks trail network as well as a path to several schools.
	Planned Activities	Demolish and reconstruct the San Pablo Pedestrian Bridge.
4	Project Name	Public Services
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$67,734
	Description	Public Services activities for Seaside's CDBG program. These activities are capped at 15% of the available grant and program income. All projects are LMC and the sub recipients track demographic and income data. Public Services activities approved by the City Council to be included in the Annual Action Plan include participation by: • \$11,273 - Legal Services for Seniors • \$11,273 - Greater Victory Temple • \$11,273- Girls Inc of Central Coast • \$11,273- Eden Council for Hope and Opportunity • \$11,273- Meals On Wheels of Monterey Peninsula • \$11,273– Gathering for Women
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 778 low and moderate income level persons are expected to benefit from the proposed activities.
	Location Description	These activities will be located throughout the City of Seaside.
	Planned Activities	Planned activities include after school programs (including tutoring, self-esteem, mentoring younger students), community meals/after school, legal services for seniors, meals on wheels for homebound, tenant/landlord fair housing services, and case management services for homeless women.
5	Project Name	General Administration of Seaside CDBG program
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$75,372
	Description	General administration costs to administer the CDBG program. Includes staffing, legal notices, supplies (including outreach meetings and public review documents), data management services and reimbursable overhead costs. Capped per HUD at 20% of Grant and Program income. (21A) PROGRAM ADMIN
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City of Seaside
	Planned Activities	Administration of CDBG program including citizen participation activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The assistance will be directed to low/moderate needs throughout the City of Seaside. Should projects be proposed in HUD Qualified Census Tract 137, they will receive higher priority.

Geographic Distribution

Target Area	Percentage of Funds
City of Seaside	74
Qualified Census Tract 137	26

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All of Seaside is considered a difficult development area by HUD, and Census Tract 137 is an Opportunity Zone and a Qualified Census Tract. Note that census tract is within the City of Seaside, but we are counting that percentage separately so that the total does not exceed 100%

Discussion

The City received requests for twice as much funding for public services projects as funding available.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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

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

Accessory Dwelling Units (ADU) Efforts

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

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. In 2023, 23 ADUs were issued building permits, 111 ADUs were finalized.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

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

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-Based Rental Assistance. The City will coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

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

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by HACM. Additionally the HACM's commitment to the program participants is solidified by the HACM collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self-sufficiency. Services may include career counseling, financial literacy, parenting skills and homeownership preparation

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

The Housing Authority of Monterey County, the cities of Salinas, Monterey and Seaside and the

County of Monterey prepared an Analysis of Impediments approved in 2019.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

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

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - o Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

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

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness,

these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

Seaside participated in Analysis of Impediments outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community and is currently exploring HEAP funding possibilities to address homeless concerns and open a shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2020-21, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137. The City will provide public service funding to Gathering for Women for case management services.

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

The City of Seaside continues to collaborate with and rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this network to assist the homeless in transitioning to permanent housing.

In the City of Seaside, transitional housing services are available in Seaside through the Salvation Army. This agency has not applied for CDBG funding for the current cycle.

Additionally, in 2020, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137 in the City of Seaside. The majority of the funding for the Case De Noche Buena was through HEAP. Case De Noche Buena is the first homeless shelter specifically for women and families with children on the Monterey Peninsula. The shelter is initially able to accommodate 15-18 people, depending on the number and ages of children. This number is expected to double to 30-36 once COVID-19 social distancing guidelines

have been eased. Casa de Noche Buena offers shelter, meals and a variety of supportive services designed to lead to permanent housing.

Community Human Services (CHS) which receive CDBG funding from the City of Seaside, offer housing services.

CHS's Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.

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

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher,

continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities. Legal Services for Seniors provides a variety of low cost legal assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's General Plan Housing Element has recently been updated in 2024 and systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website and at www.seaside2040.com.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2023–2031 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate, low or very low income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has

also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

During the program year, the City will work with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services. Services to help youth start off on the right path include Community Partnership for Youth, Boys and Girls Club of Monterey County, The Village Project, Girls, Inc. and ECHO fair housing services. CDBG funded projects include Section 3 policies to help reduce the number of poverty level families.

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

The Coalition's participation in HUD's Homeless Assistance Programs will pay for the development, rehabilitation, or leasing of housing for homeless persons and also for supportive services for those persons. In addition to applying for funding for the previously listed emergency and transitional housing, most all of which offer supportive services, the Coalition also assisted numerous non-profit and other agencies in applying for funding through the Homeless Assistance

portion of HUD's program to provide supportive and self-sufficiency services.

These supportive and self-sufficiency services include educational and vocational services which focus on social, living, interpersonal, study and job skills. Linkage to other services and services providers is also provided. In many of the housing projects, Monterey County Behavioral Health provides case coordination and representative payees. Additional services provided in some facilities include reintegration, full case management, life skills, and substance abuse counseling.

The City is actively encouraging the building of Accessory Dwelling Units as a means of increasing the housing stock in an affordable manner.

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services. New development on the former Fort Ord lands will have a 20% affordable housing requirement per the Fort Ord Reuse Plan.

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

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

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

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for

abatement would be the Monterey Bay Air Resources District.

Brochures bringing awareness to the lead based paint danger are available at the Seaside Creates satellite office and on the City Website.

Actions planned to reduce the number of poverty-level families

Public services help the recipients of services save funds that may have been spent otherwise (such as food for homebound seniors, legal services, tutoring or childcare for youth, tenant-landlord assistance, etc).

Actions planned to develop institutional structure

The City will continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Impediments to Fair Housing, complete annual CAPER reports, and comply with HUD regulations. The City will also continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the "Lead Me Home" 5 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for an analysis of impediments.

Discussion:

The 2024-2026 application cycle increased the number of applicants for funding and the variety of projects and services offered to be provided. The requests far exceeded the funding levels expected.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Seaside CDBG program is focused on low/moderate income persons and the large response to the Notice of Funding Availability serves to illustrate the need for funding to serve

this population.

**Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(I)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95%

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OFFICE OF COMMUNITY PLANNING
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Special Attention of:
All CPD Division Directors
HUD Field Offices
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All CDBG Grantees
All HOME Participating Jurisdictions
All HTF Grantees
All ESG-Grantees
All HOPWA (Formula)-Grantees

NOTICE: CPD-24-01

Issued: January 16, 2024
Expires: August 2024
Cross Reference: 24 CFR Part 91

Subject: Guidance on Submitting Consolidated Plans and Annual Action Plans
for Fiscal Year (FY) 2024

Purpose:

The purpose of this Notice is to instruct all Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) formula grantees on the timing of submission of FY 2024 Consolidated Plans and Action Plans. Grantees and HOME participating jurisdictions (PJs) should not submit their Plans until the actual grant amounts have been determined and announced by HUD. In addition, this Notice provides:

1. Instructions to grantees/PJs under each of the above programs regarding the application of a waiver and CPD program flexibility to meet the consolidated planning citizen participation requirements for the submission of FY 2024 Consolidated Plans and Action Plans;
2. Instructions to grantees/PJs under each of these programs regarding costs incurred prior to execution of a grant agreement; and
3. Information for Entitlement CDBG grantees and HOME PJs about waivers being made available to certain grantees/participating jurisdictions to assist in the implementation of the pre-award costs instructions.

These provisions apply equally to grantees' three- to five-year Consolidated Plans as well as to annual Action Plans (either as a stand-alone document or as a component of the overall Consolidated Plan submission).

Notes regarding applicability:

This Notice uses the term “grantee” generically, to also include HOME PJs, except where the term appears in discussions explicitly limited to one of the other covered funding programs. Provisions of this Notice covering the Entitlement CDBG program also apply to Insular Area grantees and CDBG non-entitlement county grantees in Hawaii, as the Entitlement CDBG program regulations also apply to their CDBG funds.

Background:

Pursuant to 24 CFR 91.15(a)(1), each grantee should submit its Consolidated Plan to HUD at least 45 days before the start of its program year. The earliest date on which HUD will accept a Consolidated Plan or Action Plan submission for FY 2024 funding is November 15, 2023; and the latest submission deadline is August 16, 2024. Once a fiscal year’s appropriation is enacted, HUD needs time to compute grantees’ allocation amounts for the programs covered by the Consolidated Plan.

According to 24 CFR 91.500(a), a Plan will be deemed approved 45 days after HUD receives the Plan, unless HUD notifies the jurisdiction before that date that the Plan is disapproved. In past years, HUD typically did not disapprove a Plan solely because it was based on estimated allocation amounts. As a result, a Plan submitted by a grantee before its allocation amounts were announced typically received automatic approval, even though the Plan did not list the grantee’s actual allocation amounts.

This practice resulted in significant additional work for both HUD and grantees. After the actual allocation amounts were announced, a grantee had to submit a revised, re-signed SF-424 form listing the actual allocation amounts for each of its grants. In many cases, the grantee had to make additional changes to amend its Plan to reflect its actual allocation amounts, which may have triggered a substantial amendment under 24 CFR 91.505, depending on the grantee’s citizen participation plan process. For FY 2024, HUD will not execute a grant agreement with a grantee until HUD has received a Plan (or an amended Plan) which incorporates the actual allocation amounts a grantee is to receive for FY 2024. Any Plan submitted without the actual allocation amount(s) or before the date of the allocation announcement will be disapproved by HUD and returned to the grantee.

Procedures for Submission of FY 2024 Consolidated Plans and Action Plans by Grantees with Early Program Year Start Dates:

HUD is issuing the following procedures to govern the submission and review of Consolidated Plans and Action Plans for FY 2024 funding prior to computation of FY 2024 allocation amounts. These procedures will apply to any grantee whose normal Consolidated Plan/Action Plan submission deadline (45 days before the start of the program year) falls either before, or less than 60 days after, the date HUD announces FY 2024 allocation amounts for CDBG, ESG, HOME and HOPWA funding. (See Section II. for a discussion of the timing of HTF allocations.)

To date, Congress has not passed HUD's FY 2024 appropriation, and the date this appropriation will be made is unknown.

Note: These procedures will not apply to grantees whose normal Consolidated Plan/Action Plan submission deadline is more than 60 days after the HUD announcement of FY 2024 allocation amounts; those grantees should have sufficient time to revise their Plans to match actual allocation amounts prior to the due date for their Plan.

I. Submission Dates for FY 2024 Consolidated Plans/Action Plans for CDBG, ESG, HOME, HOPWA

Grantees are advised not to submit their Consolidated Plan/Action Plan until after the FY 2024 allocations have been announced. Grantees due to submit a new three- to five-year Consolidated Plan in FY 2024 should refrain from submitting the overall Consolidated Plan as well as the FY 2024 Action Plan contained within the overall document. HUD cannot complete its review of the overall Consolidated Plan components independent of the current year's Action Plan component. Once HUD informs grantees of their FY 2024 funding allocation amounts, each grantee should, prior to submission, ensure that the actual FY 2024 allocation amounts are reflected in the form SF-424, in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). It may be necessary for a grantee to revise its Action Plan before submission to HUD.

A grantee whose normal Consolidated Plan/Action Plan submission deadline is less than 60 days from the date that HUD announces FY 2024 allocation amounts may delay submission of its Consolidated Plan or Action Plan to HUD until 60 days after the date allocations are announced. This delay will give a grantee time to revise its Action Plan to incorporate actual allocation amounts, and to conduct any additional citizen participation, if necessary.

For example, if HUD were to announce the FY 2024 allocation amounts to grantees on February 23, 2024:

- For grantees with January 1 - April 1 program year start dates, their normal plan submission date would have been before the date that HUD announced allocation amounts. These grantees would be able to postpone submission of their Consolidated Plan/Action Plan until April 23, 2024.
- For grantees with May 1- June 1 program year start dates, their normal Plan submission date would be later than 60 days after HUD's announcement of allocation amounts. These grantees would also be able to postpone submission of their Consolidated Plan/Action Plan until April 23, 2024.
- Grantees with July 1 - October 1 program year start dates would have more than 60 days between the date of announcement of allocations and the normal submission deadline for their Consolidated Plan/Action Plan. These grantees would be expected to submit their Plan on time.

The regulations, at 24 CFR 91.15(a)(1), state that “...each jurisdiction should submit its Consolidated Plan at least 45 days before the start of its program year.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2024 Action Plans. This provision does not prohibit a grantee from submitting a Plan in the eCon Planning Suite after that time. It is not necessary for an affected grantee to request an exception to its normal Action Plan submission date under 24 CFR 91.15(a)(1), nor is it necessary for a field office to grant an exception to the Action Plan submission deadlines, under 24 CFR 91.20, in order to implement the procedures in this Notice.

Under no circumstances, however, may a Consolidated Plan/Action Plan be submitted to HUD later than August 16, 2024. Failure to submit an Action Plan for FY 2024 by August 16, 2024, will result in the automatic loss of FY 2024 CDBG funds to the grantee. This requirement is established by statute, and HUD cannot waive the August 16 submission deadline. Funding under other CPD formula programs is not subject to this deadline but, since virtually all CPD formula grantees receive CDBG funding, the CDBG submission requirement effectively establishes the deadline for submission of Action Plans.

II. Submission Process for the Housing Trust Fund (HTF) Program

HTF is an affordable housing production program to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low-income and very low-income families. (See 24 CFR Part 93). HTF is a formula grant program for States, as defined in 24 CFR 93.2.

The HTF regulation at 24 CFR 93.100 requires each State to include its HTF allocation plan in its Consolidated Plan or annual Action Plan, in accordance with 24 CFR Part 91. The regulation at 24 CFR 91.320(k)(5) provides the requirements for the HTF allocation plan, including the requirement that the plan describe the method for the distribution of the HTF funds and establish the application requirements and criteria for selecting applications. Further, pursuant to 24 CFR 91.220(l)(5), a local jurisdiction that receives a subgrant of HTF funds from the HTF grantee must include a HTF allocation plan in its annual Action Plan. The local jurisdiction’s HTF allocation plan must describe the distribution of the HTF funds and establish the application requirements and criteria for the selection of applications submitted by eligible recipients that meet the local jurisdiction’s priority housing needs. Due to the timing of the publication of HTF allocations and the selection process of HTF grantees, the local jurisdiction may need to amend its annual Action Plan to include a HTF allocation plan.

The timing of the HTF allocations is different from other CPD formula programs (CDBG, HOME, HOPWA, and ESG) because the source of funding is through mandatory set-aside amounts from the Federal National Mortgage Association (“Fannie Mae”) and Federal Home Loan Mortgage Corporation (“Freddie Mac”) rather than Federal appropriations. The earliest HUD expects to publish the HTF allocations is April 2024. If HTF allocations are not published before a State submits its Consolidated Plan/Action Plan, a State may submit its Consolidated Plan/Action Plan for the other CPD formula programs, then submit its HTF allocation plan as a substantial amendment to its annual Action Plan after the HTF allocations are published.

III. HUD Review of Consolidated Plans/Action Plans

HUD will review a Consolidated Plan/Action Plan in accordance with 24 CFR 91.500(b). The 45-day review period will begin whenever the eCon Planning Suite submission or original executed SF-424, certifications and applicable assurances (i.e., the SF-424D) are received by the field office, whichever is later. HUD will disapprove as substantially incomplete any Consolidated Plan or Action Plan covering FY 2024 funding that does not reflect actual CDBG, HOME, ESG and HOPWA allocation amounts on the form SF-424(s), in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). A grantee whose Action Plan is disapproved for this reason is advised to resubmit a revised Plan after HUD has announced the actual FY 2024 allocation amounts, and after the grantee has incorporated the actual allocation amounts into its Plan. The HTF allocation must be included if the HTF allocations are published before the grantee submits its Consolidated Plan or Action Plan. (See Section II.).

24 CFR 91.500(b) states that HUD may disapprove a Plan or a portion of a Plan if it is inconsistent with the purpose of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12703), if it is substantially incomplete, or, in the case of a CDBG certification under §91.225(a) and (b) or §91.325(a) and (b), if it is not satisfactory to the Secretary in accordance with §570.304, §570.429(g), or §570.485(c). The following are examples provided in §91.500(b) of substantially incomplete Plans:

- (1) A Plan developed without the required citizen participation or the required consultation;
- (2) A Plan that fails to satisfy all the required elements in 24 CFR Part 91, as reflected in the eCon Planning Suite. This includes when the grantee has not provided a final statement of community development objectives and the projected use of funds;
- (3) A Plan for which a certification is rejected by HUD as inaccurate, after HUD has inspected the evidence and provided due notice and opportunity for comment; and
- (4) A Plan without a description of the manner in which the unit of general local government or state will provide financial or other assistance to a public housing agency if the public housing agency is designated by HUD as “troubled.”

24 CFR 91.500(d) states that “(t)he jurisdiction may revise or resubmit a Plan within 45 days after the first notification of disapproval.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2024 Consolidated Plans/Action Plans. This provision does not prohibit a grantee whose application was disapproved from re-submitting a Plan after that time period.

24 CFR 91.105(c), 91.115(c) and 91.505 require a grantee to comply with citizen participation requirements when it undertakes a substantial amendment to an approved Plan. A Plan that has been disapproved by HUD is, by definition, not an approved Plan. When a grantee’s Plan is disapproved by HUD, the Consolidated Plan regulations do not require a grantee to undertake further citizen participation on the changes the grantee makes before re-submitting the Plan. A major exception to this, however, would be if the reason for disapproval involved the grantee’s

failure to fulfill citizen participation requirements. 24 CFR 91.500(b) identifies a plan that was developed without the required citizen participation or the required consultation as an example of a consolidated plan that is considered substantially incomplete. However, as noted in this Notice, there are circumstances in which a grantee may need to make major revisions to a disapproved Plan, which could trigger further citizen participation efforts. A grantee with a disapproved Plan should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its Plan, prior to re-submission of the revised Plan.

IV. Development of Proposed Action Plans and Citizen Participation During the Interim

The consultation requirements outlined at 24 CFR 91.100 require grantees to consult with organizations that represent protected class members, as well as those that enforce fair housing laws and public housing authorities. A grantee has several options regarding fulfilling its citizen participation obligations while waiting for HUD to announce FY 2024 allocation amounts:

- a. A grantee may conduct citizen participation on its draft Plan (with estimated funding amounts) according to its normal timetable and citizen participation procedures.

HUD cautions grantees that the expedited citizen participation procedures detailed in Federal Register Notice FR-6218-N-01, *Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs*, and elsewhere are no longer available. Citizens must be given 30 days to comment on the FY 2024 Consolidated Plans, Action Plans and substantial amendments to those Plans.

A grantee pursuing this option should make clear that the funding levels shown in the draft Plan are estimated amounts. In addition, the grantee should include “contingency provision” language in its Action Plan which explains how it will adjust its proposed Plan to match its actual allocation amounts, once actual amounts become known. By including such contingency language, a grantee can avoid the need to make significant revisions to its Plan (beyond incorporating the final allocation amounts into the Plan and the SF-424 form). The grantee may also avoid the potential need to conduct additional citizen participation on a Plan that has to be significantly revised in order to reflect actual allocation amounts.

Examples of contingency provisions include:

- A Plan could state that all proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.
- A grantee could express its budget in terms of percentages of the allocation to be budgeted to each planned activity, along with the grantee’s current estimate of how many dollars that equates to for each activity. [For example, regardless of what the final allocation amounts are, the United Interfaith Street Outreach Program will receive 22 percent (currently estimated to be approximately \$38,000) of the grantee’s total ESG allocation, and the Tenant-Based Rental Assistance activity will receive 10 percent (currently estimated to be

about \$68,750) of the HOME allocation.]

- A Plan could state that any increase or decrease in funding to match actual allocation amounts will be applied to one or more specific activities (e.g., any increase or decrease relative to the grantee's estimated allocation amount will be applied to the single-family housing rehabilitation grant program).
- A Plan could list its proposed activities in priority order and indicate that the East Side Sidewalk Replacement activity listed in the plan is a "backup" activity that will be funded only if sufficient CDBG funding exists; or conversely, if the grantee's actual allocation is less than estimated, the East Side Sidewalk Replacement activity will not be funded in FY 2024.
- A Plan could state that, should the actual allocation amount exceed the grantee's estimate, the grantee will increase the Uptown Sewer Separation activity budget and will extend the service area block-by-block along the 600-900 blocks of Cherry Street, based on the amount of additional funding available.

A grantee may include these or other comparable provisions singly or in any combination to meet its needs. A grantee may adopt a different contingency approach for each of the programs covered by this Notice (CDBG, ESG, HOME, HOPWA and HTF).

- b. Alternatively, a grantee may prepare a proposed Action Plan according to its normal timetable, but wait until actual allocation amounts are known before undertaking citizen participation actions. Once allocation amounts are announced by HUD, the grantee will need to update relevant sections of its Plan (such as the listings of resources and objectives, and the description of activities or the state's method of distribution) to reflect actual allocation amounts before conducting citizen participation. All grantees intending to incur pre-award costs under the programs covered by this Notice should be aware that this option will not be available to them, as citizen participation requirements must be met before pre-award costs are incurred. (See Section V. below.)

HUD has developed these procedures to minimize disruption to grantees and to minimize duplication of effort by grantees. A grantee that does not follow either option a. or b. above (i.e., the grantee undertakes citizen participation according to its normal timetable, based solely on estimated funding levels, and the Plan does not contain any contingency language on how the final Plan will be adjusted to match actual allocation amounts) runs the risk of increasing its own work obligations and costs. The grantee will still be required to update its Plan to incorporate actual allocation amounts before submission to HUD. Depending on the requirements contained within the grantee's citizen participation plan, the grantee may need to undertake additional publication and citizen participation processes based on the difference between its actual allocation amounts and the estimated amounts in its proposed Action Plan, and based on how the grantee plans to adjust its proposed activities in order to match its actual allocation amounts. Local policies and procedures may also require the grantee to obtain re-approval of the revised Plan from its legislative body or authorizing officials.

A draft Plan that has not yet been submitted to HUD is not an approved Plan. A draft Plan must be revised in accordance with the grantee's citizen participation requirements, which may not be the same as a grantee's citizen participation requirements for a substantial amendment to an approved Plan. A grantee that delays its Plan submission should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its Plan, prior to its submission.

States and Entitlement communities that also administer CDBG disaster recovery (CDBG-DR) and CDBG mitigation (CDBG-MIT) grants are advised to consult the applicable Federal Register notices that require the incorporation of these grants into Consolidated Plans within a specified period following the award of these grants. Grantees should consult guidance on this process here: https://www.hud.gov/program_offices/comm_planning/cdbg-dr/news/consolidated-plan-updates-2022-02.

V. Pre-Award Costs

A. General Provisions Applicable to All Consolidated Plan Programs

Special attention must be paid to situations in which a grantee wishes to incur costs prior to grant award. For example, under certain programs, a grantee may want to execute annual renewals of agreements with social service providers in order to prevent interruption of social services. The annual performance cycle of these agreements might normally begin after the grantee's official program year start date but, under this Notice the grantee cannot even submit its Action Plan until after the date that the agreements need to be executed. Thus, the timing instructions in this Notice may cause some program costs to be classified as pre-award costs where they would otherwise not have been.

The government-wide Uniform Administrative Requirements, Cost Principles and Audit Requirements regulation, at 2 CFR Part 200, contains language concerning agency approval of pre-award costs. The language at 2 CFR 200.458 applies to any program that does not have its own separate provisions concerning authorization of pre-award costs:

§ 200.458. Pre-award costs. Pre-award costs are those incurred prior to the effective date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.

The ESG, HOPWA and HTF program regulations do not contain program-specific language establishing pre-award cost requirements for those programs; the CDBG and HOME program regulations do contain pre-award cost requirements unique to those programs. (However, the HOME requirements apply only to certain types of pre-award costs.) The following guidance applies to all five programs. Additionally, guidance unique to each separate program is provided

below.

The 24 CFR Part 91 Consolidated Plan regulations make distinctions between “a proposed Plan” and “a Plan.” Most notably, 24 CFR 91.105(b) and 91.115(b) describe the citizen participation requirements for a grantee’s proposed Plan. For purposes of this Notice regarding pre-award costs, HUD considers a grantee’s Plan to have moved from being “a proposed Plan” to being “a Plan” once a grantee has completed the publication, public hearing and public comment requirements at 24 CFR 91.105(b)(2), (3) and (4) or 91.115(b)(2), (3) and (4), and has developed its written summary of comments received pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5).

To minimize additional workload on grantees and HUD field offices, this Notice establishes the following procedures implementing the 2 CFR 200.458 requirements cited above. This Notice provides conditional HUD approval of pre-award costs, contingent on the availability, requirements, and authorized uses of FY 2024 appropriations, if and when the following actions have been completed and documented by the grantee:

1. The grantee documents that the costs incurred prior to grant award are necessary for efficient and timely performance of the activity in question.
2. The grantee documents that the costs are for eligible activities under the regulations for the applicable funding program;
3. The grantee documents that it has complied with all other requirements for pre-award costs under the regulations for the applicable funding program or as described below;
4. The activity for which costs will be incurred is included in a Consolidated Plan/Action Plan;
5. The grantee documents completion of its citizen participation process by including in its files a written, dated summary of citizen participation comments received on its Plan, pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5) as applicable;

For CDBG, HOME, ESG, and HOPWA grantees, before committing to use funds to reimburse each pre-award cost, the recipient must either make a written determination that the pre-award cost is for an activity that is exempt from environmental review or categorically excluded and not subject to review under related environmental laws and authorities under 24 CFR Part 58 or verify that the applicable environmental review has been completed and a Request for Release of Funds has been approved in accordance with 24 CFR Part 58, if applicable. Environmental regulations at 24 CFR 58.22 prohibit recipients and any other participant in the development process from committing HUD funds to a project until the environmental compliance review process has been successfully completed and until receipt of the Authority to Use Grant Funds, if applicable. In addition, until the environmental compliance review process has been successfully completed and until receipt of the Authority to Use Grant Funds, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

If the grantee's files contain all other necessary documentation supporting the costs (described below for each program), the date of HUD approval for pre-award costs is the date of the written summary of citizen participation comments, or the grantee's program year start date, whichever is later.

Note: Pre-award costs are incurred at the grantee's own risk because reimbursement is contingent upon the availability of appropriated funds for FY 2024 in addition to the applicable conditions in this Notice. Any commitments or expenditures incurred by the grantee in excess of the funds provided by the grant and authorized under the applicable FY 2024 appropriations law would be the responsibility of the grantee to pay out of non-federal funds.

B. Specific Provisions: Entitlement CDBG Program

The Entitlement CDBG program regulations specify, at 24 CFR 570.200(h), the situations under which a grantee may be reimbursed for costs incurred prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 570.200(h) defines the effective date of a grantee's agreement as the grantee's program year start date or the date that the Consolidated Plan/Action Plan is received by HUD (whichever is later). Under the provisions of this Notice, a grantee's Plan may not be submitted to (and thus received by) HUD until several months after the grantee's program year start date. This may negatively affect grantees' ability to incur pre-award costs.

Therefore, to assist affected grantees with pre-award costs, HUD has waived 24 CFR 570.200(h) in accordance with the attached memorandum (ATTACHMENT) to allow the effective date of a grantee's FY 2024 grant agreement to be the earlier of the grantee's program year start date or the date that the Consolidated Plan/Action Plan (with actual allocation amounts) is received by HUD. This waiver is applicable to any Entitlement CDBG grantee seeking to incur pre-award costs, whose Action Plan submission is delayed past the normal submission date in accordance with the terms of this Notice. An affected community applying this waiver shall document in writing the conditions giving rise to the need to use this waiver and maintain the documentation for HUD's review. Grantees' authority to make use of this waiver is only in effect until August 16, 2024, as that is the last date that a grantee may submit its FY 2024 Action Plan.

2. 24 CFR 570.200(h)(1)(i) requires that the activity for which the costs will be incurred must be included in a Consolidated Plan/Action Plan prior to the costs being incurred; grantee compliance with steps 4 and 5 under the general pre-award cost provisions stated in paragraph V.A. above will meet that requirement. However, grantees must also comply with §570.200(h)(1)(ii), which further specifies that the Plan must advise citizens of the extent to which the pre-award costs will affect future grants. CDBG grantees intending to incur pre-award costs are cautioned that option b. described in Section IV above is not likely to be a feasible alternative for them. HUD advises any

Entitlement CDBG grantee intending to incur pre-award costs to follow the process described in Section IV. a. above; in doing so, the grantee will need to ensure that it has met the citizen participation and notification requirements above.

3. Pursuant to §570.200(h)(1)(iii) and §570.604, the costs and corresponding activities must comply with the environmental review requirements at 24 CFR Part 58.

C. Specific Provisions: HOME Program

The HOME regulations specify situations under which a grantee may be reimbursed for costs incurred prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 92.212(b) defines the effective date for incurring administrative and planning costs to be charged to the HOME allocation as the beginning of the PJ's consolidated program year or the date that the Consolidated Plan is received by HUD (whichever is later). In order to account for the delay in Federal appropriations, this Notice allows impacted PJs to postpone the submission of their Action Plans until several months after their program year start dates. This may negatively affect a PJ's ability to incur planning and administrative pre-award costs. Therefore, HUD has waived 24 CFR 92.212(b) to the extent necessary to permit eligible pre-award costs to be incurred as of the beginning of the program year or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is earlier.
2. Attachment A contains the HUD memorandum authorizing this waiver. This waiver is applicable to any HOME PJ seeking to incur pre-award administrative and planning costs, whose Action Plan submission is delayed past the normal submission date because of the delayed enactment of FY 2024 appropriations for the Department. An affected PJ applying this waiver shall document in writing the conditions giving rise to the need to use this waiver and maintain the documentation for HUD's review. A PJ's authority to make use of this waiver is only in effect until August 16, 2024, as that is the last date that a grantee may submit its FY 2024 Action Plan.
3. Pursuant to 24 CFR 92.212(a) and 24 CFR 92.352, the costs and corresponding activities must comply with HOME requirements, including the environmental review requirements at 24 CFR Part 58.

D. Additional Provisions: ESG Program

An ESG grantee may be reimbursed for costs incurred before the Period of Performance of its FY 2024 grant, subject to the general conditions described in Section V.A., above, plus the following conditions:

1. The costs and corresponding activities must comply with the ESG Program regulations at 24 CFR Part 576.

2. The costs and corresponding activities must comply with environmental review requirements. In accordance with these requirements and section 100261(3) of the MAP-21 Act, 24 CFR 576.407(d) does not apply. Recipients assume environmental review responsibilities under 24 CFR Part 58.

E. Additional Provisions: HOPWA Program

A HOPWA formula grantee may be reimbursed for costs incurred before the Period of Performance of its FY 2024 grant, subject to the general conditions described in Section V.A., above, plus the following conditions:

1. The costs are incurred for eligible activities undertaken in accordance with HOPWA program regulations at 24 CFR Part 574.
2. The costs and corresponding activities must comply with environmental review requirements at 24 CFR 574.510 and 24 CFR Part 58.

F. Additional Provisions: HTF Program

HTF grantees may be reimbursed for pre-award costs permitted under 2 CFR 200.458 for planning activities and preparation of the HTF allocation plan. Eligible pre-award costs may include the cost of public hearings, consultations, and publication of public notices, as well as developing program guidelines. Such costs must be necessary for efficient and timely performance of the HTF program. Pre-award costs may not exceed five percent of the minimum statutory allocation amount of \$3 million. The costs and corresponding activities must comply with all HTF requirements, including environmental review requirements at 24 CFR 93.301(f).

VI. Applicability of This Notice to Future Years

This Notice applies only to Consolidated Plans/Action Plans submitted for FY 2024 funding. HUD anticipates revising the Consolidated Plan regulations (and other related regulations) to explicitly include, as a basis for disapproval of a Plan, that a Plan does not contain and reflect a grantee's actual allocation amount. For further information on potential rulemaking in this area, see HUD's June 3, 2015, Federal Register Notice (80 FR 31538). That document solicited public comments on possible amendments to the Consolidated Plan regulations and the CDBG Entitlement regulations to effect such a change. See Sections II.B.1., II.B.2 and II.B.7 of the Notice, pages 31544 and 31546. (Please note, however, that the public comment period for that Federal Register Notice has closed.)

For further information:

Grantees with questions concerning this Notice should direct their inquiries to their local HUD Field Office Community Planning and Development Division. Field Offices should direct their questions to the following individuals at the applicable Headquarters program office:

For the Office of Block Grant Assistance, Gloria Coates at gloria.l.coates@hud.gov for the Entitlement CDBG program or Robert Peterson at robert.c.peterson@hud.gov for the State CDBG program;
for the Office of Affordable Housing Programs, Jessica Suimanjaya at jessica.suimanjaya@hud.gov or Diane Thompson at diane.a.thompson@hud.gov;
for the Office of Special Needs Assistance Programs, Karen Deblasio at karen.m.deblasio@hud.gov; and
for the Office of HIV/AIDS Housing at Jeffrey Kiemen jeffrey.t.kiemen@hud.gov or hopwa@hud.gov

ATTACHMENT

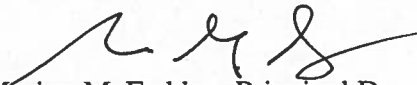
Availability of Waivers of Community Planning and Development Grant Program Requirements to Facilitate the Ability to Incur Pre-Award Costs in FY 2024



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

MEMORANDUM FOR: All Community Planning and Development
Field Office Division Directors

FROM:  12/21/2023
Marion McFadden, Principal Deputy Assistant Secretary, D

SUBJECT: Availability of a Waiver of Community Planning and
Development Grant Program Requirements to Facilitate the
Ability to Incur Pre-Award Costs in FY 2024

PURPOSE:

This memorandum explains the availability of waivers of certain regulatory requirements associated with two Community Planning and Development (CPD) grant programs to facilitate the continuation of eligible activities and ongoing planning and administrative costs due to a delay by HUD in the receipt of annual appropriations for FY 2024. This memorandum covers the following CPD programs:

- Community Development Block Grant (CDBG), and
- HOME Investment Partnerships (HOME)

BACKGROUND:

HUD is issuing procedures to govern the submission and review of action plans for FY 2024 funding prior to the enactment of a FY 2024 appropriation bill. Grantees are advised not to submit a consolidated plan or action plan until the FY 2024 formula allocations have been announced. However, an action plan must be submitted to HUD no later than August 16, 2024.

The delay in the receipt of annual appropriations by HUD and implementation of these procedures for FY 2024 may have negative consequences for CDBG and HOME grantees that intend to incur eligible costs prior to the award of FY 2024 funding. Some activities might otherwise be interrupted, and grantees might not otherwise be able to use CDBG or HOME funds for planning and administrative costs of administering their programs.

NOTIFICATION PROCESS:

This waiver will apply to any Entitlement, Insular or Hawaii non-entitlement CDBG grantee and to any HOME participating jurisdiction whose program year start date for FY 2024 funding occurs during the period starting January 1, 2024, and ending October 1, 2024, or 60 days after HUD announcement of FY 2024 allocation amounts for formula program funding (whichever comes first). This waiver is available for use by any applicable CDBG grantee or HOME participating jurisdiction whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2024 appropriations for the Department. Any affected grantee taking advantage of this waiver shall document in writing the conditions giving rise to the need to use this waiver and shall maintain such documentation for HUD's review. This waiver authority is only in effect until August 16, 2024.

WAIVER AUTHORITY:

Without this waiver, some activities might be interrupted while implementing these procedures. In addition, grantees might not otherwise be able to use CDBG and HOME funds for ongoing planning and administrative costs of administering their programs. To address communities' needs and to ensure that programs can continue without disturbance, I find that good cause exists pursuant to 24 CFR 5.110 to waive the CPD program regulatory requirements set forth below.

WAIVER AVAILABILITY:

1. Pre-award Costs

Requirement: For CDBG, the effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. These dates determine when a grantee may incur pre-award costs. For HOME, eligible administrative and planning costs may be incurred as of the beginning of the program year or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is later.

Citations: 24 CFR 570.200(h) (Entitlement CDBG program, the Insular Areas CDBG program, and for grants to non-entitlement counties in Hawaii) and 24 CFR 92.212(b) (HOME participating jurisdictions)

Explanation: The waiver of 24 CFR 570.200(h) will allow a grantee to treat the effective date of the grant agreement as the program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD, whichever is *earlier*. HUD waives 24 CFR 92.212(b) to the extent necessary to permit eligible administrative and planning pre-award costs to be incurred as of the beginning of the program year or the date the consolidated plan describing the HOME allocation to which the costs will be charged is received by HUD, whichever is *earlier*.

Justification: HUD recognizes that some activities may be interrupted, and grantees and participating jurisdictions might not otherwise be able to use CDBG and HOME funds for eligible pre-award costs without this waiver.

Applicability: This waiver is in effect until August 16, 2024, and is transmitted with the "Guidance on Submitting Consolidated Plans and Annual Action Plans for Fiscal Year (FY) 2024."

Finally, I want to express my appreciation for your efforts to support the timely and effective use of CPD funds. Thank you.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.