



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

SPECIAL MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, July 25, 2024

5:00 PM

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

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 or participate 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 or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR 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: 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.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.
5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: 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.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. PRESENTATIONS

A. PRESENTATION ON THE PUBLIC NOTICE PROCEDURE FOR THE PAVEMENT REHABILITATION PROJECT (NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JUNE 6, 2024

RECOMMENDATION: Approve minutes from June 6, 2024 as presented in the agenda packet.

B. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY

OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2024

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2024.

C. APPROVE A FEE WAIVER REQUEST FROM MONTEREY PENINSULA NAACP FOR COSTS ASSOCIATED WITH THEIR REGIONAL AREA DIRECTOR AND BRANCH EXECUTIVE COMMITTEE MEETING

RECOMMENDATION: Approve the fee waiver request from the Monterey Peninsula NAACP for the use of Seaside Community Center, Soper Large Room to hold their Regional Area Director with Branch Executive Committee meeting in the amount of \$295.80, the Organization to provide the City with the non-refundable portion of the deposit of \$52.20 and provide the City with their insurance.

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

RECOMMENDATION: Approve a report covering activities from April 1, through June 30, 2024, as presented in the agenda packet.

E. ADOPT A RESOLUTION REJECTING THE ONE BID RECEIVED FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT, AND AUTHORIZE READVERTISEMENT FOR BIDS

RECOMMENDATION: Adopt a resolution rejecting the one bid received for the Fire Station No.1 Kitchen Renovation Project, and authorize readvertisement for bids.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$154,375.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a one-year maintenance service agreement for City parks with HOPE Services for an amount not to exceed \$154,375.00.

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$8,000 A MONTH FROM JULY 2024 THROUGH JUNE 2025

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR THE RECIPIENTS OF THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM

RECOMMENDATION: Adopt the resolution authorizing the City Manager to

execute contracts for the community social services grant program.

- I. ADOPT A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2024-2025 BUDGET IN THE AMOUNT OF \$55,660.00 FOR THE CITY'S COST SHARING BASED UPON THE MEMORANDUM OF UNDERSTANDING WITH REGEN MONTEREY**

RECOMMENDATION: Adopt a resolution authorizing the Finance Director to amend the Fiscal Year 2024-2025 Budget in the amount of \$55,660.00 for the City's cost sharing based upon the Memorandum of Understanding with ReGen Monterey.

- J. ADOPT A RESOLUTION AUTHORIZING AN EMERGENCY WATER INTERTIE AND TRANSFER AGREEMENT BETWEEN MARINA COAST WATER DISTRICT AND CITY OF SEASIDE**

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an Emergency Water Intertie and Transfer Agreement between Marina Coast Water District and City of Seaside.

- K. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT, APPROPRIATING \$116,203.20 FROM THE SEASIDE MUNICIPAL WATER SYSTEM FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$304,817.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$350,539.55**

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Seaside Municipal Water System to Marina Coast Water District Intertie Project, appropriating \$116,203.20 from the Seaside Municipal Water System (SMWS) Fund to the project budget, awarding a construction agreement to Anderson Pacific Engineering Construction, Inc. for an amount not to exceed \$304,817.00, establishing a 15% contingency for a total construction agreement amount not to exceed \$350,539.55, and authorizing the City Manager to execute the construction agreement, and approving any amendments, extensions, and change order until completion of the project in accordance with the plans and specification up to the total project construction amount.

- L. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT FOR AN AMOUNT NOT TO EXCEED \$54,651.00**

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Seaside Municipal Water System to Marina Coast Water District Intertie Project for an amount not to exceed \$54,651.00.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT MEDIANS RENOVATION PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO MARINA LANDSCAPE INC. FOR AN AMOUNT NOT TO EXCEED \$467,500.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$514,250.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Fremont Medians Renovation Project; awarding a construction agreement to Marina Landscape Inc. for an amount not to exceed \$467,500.00; establishing a 10% construction contingency for a total project construction amount not to exceed \$514,250.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

B. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$93,587.00

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 Fremont Medians Renovation Project for an amount not to exceed \$93,587.00.

C. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR DESIGN SERVICES DURING CONSTRUCTION FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$13,800.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers to provide design services during construction for the Fremont Medians Renovation Project for an amount not to exceed \$13,800.00.

D. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR PARTIAL PHASE 2 DESIGN FOR THE CUTINO PARK IMPROVEMENT PART 2 PLAN FOR AN AMOUNT NOT TO EXCEED \$9,850.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers for partial phase 2 design for the Cutino Park Improvement Part 2 Plan for an amount not to exceed \$9,850.00.

E. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY

PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$994,837.35 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$1,144,062.95

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, awarding a construction agreement to Monterey Peninsula Engineer for an amount not to exceed \$994,837.35 establishing a 15% contingency for a total construction agreement amount not to exceed \$1,144,062.95, and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change order until completion of the project in accordance with the plans and specification up to the total project construction amount.

F. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$202,669.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project for an amount not to exceed \$202,669.00.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

11. 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.

12. 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. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Title: Interim City Manager

B. 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

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

Two Matters of Potential Litigation

13. ADJOURNMENT

Next Regularly Scheduled Meeting:

August 1, 2024

5:00 PM

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

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

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



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, June 6, 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. The pledge was led by Council/Agency Member Burks.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Barak Laub, Bobby Maxwell, Peter Kaiser, Ann Marie Pagan, Lynda Cunningham, Miriam Smith, no name given

6. PUBLIC AGENCY COMMUNICATIONS

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

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

- This June, the Recreation Department is putting on a STEAM Summer Camp at Oldemeyer Center for all you budding scientists, Engineers, and Artists! The camp will run from 1-6pm the week of June 6th through the 14th, and again the week of the 17th and the 21st. The fee for residents is \$41.75, and \$52.25 for non-residents. To register, visit bit.ly/SeasideRecTrac.
- The City of Seaside and Shea Homes are pleased to announce that The Enclave at Cypress Grove community in Seaside was awarded the Community of the Year award in February in Las Vegas at the National Association of Homebuilders Nationals Awards. This award was granted to The Enclave out of thousands of detached residential communities across North America. With over 1200 people in attendance at the show and awards ceremony, 5 communities were selected as finalists, and The Enclave was granted the awards. This is NAHB's largest and most prestigious awards competition and

the outstanding achievement for The City of Seaside, Shea Homes, and the redevelopment of the Bayonet and Black Horse Golf Course community.

- This Saturday, June 8th, Monterey Bay FC is celebrating Pride night, while hosting West Coast rival, Sacramento Republic in a huge battle for conference supremacy. The Union will be looking to close out a long home stand with a victory, and a much needed 3 points in the books. No better time to don the Chrisp and Kelp and do your part to help lead MBFC to victory! Kick-off is at 7pm, so head over to On Saturday, June 15th, starting at 1pm, the Monterey County Black Caucus presents the 5th annual Juneteenth Monterey County event at Laguna Grande Park. This is a chance for the community to celebrate the longest-running African-American holiday with a fun and illuminating day out. Come out for the chance to meet local black businesses, food vendors, speakers, and take part in activities of all sorts MontereyBayFC.com for your tickets!
- 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.
- Congratulation to the Seaside Fire Department, in collaboration with neighboring Fire Departments, for joining forces to raise funds for the Muscular Dystrophy Association with over \$7,000 – special thanks to Seaside Fire's own Liliana Garcia, that spearheaded the event.
- 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.
- Thursday, June 20th marks the one-year anniversary of the Seaside Certified Farmers' Market! From 3-7pm, join Everyone's Harvest, and the City of Seaside in supporting local farmers and artisans. This is a family event filled with Local Vendors, Festive Foods, Live Performances, Kids' Activities, and Nutritional Tastings of all sorts! Visit EveryonesHarvest.org for more details, and we'll see you there!
- The City of Seaside is seeking proposals from muralists to submit a vibrant design welcoming visitors to Oldemeyer Center! This piece will be placed on a 9 foot high by 15 foot wide interior wall, and will serve as a constant reminder of the amazing work done by the Parks and Recreation Department. Visit the Bid Posting page on the City's website for more information!

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)

Mr. Zeller provided the presentation and reviewed the project recommended the Mayor sign a letter of support on behalf of the City supporting the application by TAMC to the Active Transportation Program for the Fort Ord Trail Regional Trail & Greenway project (FORTAG) in conjunction with the north Fremont gap project.

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

Commander Doza provided a presentation and reviewed the operations plan for 4th of July that will be executed in collaboration with the fire department. The zero tolerance policy will be enforced, and an increase in public education on social media campaigns, PSA videos (in English & Spanish), and letters to prior violators. The increased enforcement includes: Two dedicated firework enforcement teams, supplemented by private security company, Zero-Tolerance Enforcement, Admin & Criminal Citations, Joint Fire & Police Drone Team, Fire Department will have an Extra, Engine Company on duty, Enforcing new firework curfew ordinance., Education, and enforcement approach, No parking on General Jim Moore, Between Hilby Ave. and Coe Ave., Flock Safety – Firework Detection, City Attorney's Office is working with the California Tax Franchise Board.

8. CONSENT AGENDA

Items pulled: 8D and 8P

On motion by Council/Agency Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM MAY 16, 2024

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

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

PUBLIC COMMENT: Peter Kaiser, Bobby Maxwell, Lynda Cunningham

On motion by Council/Agency Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve a proclamation recognizing June 2024 as Pride Month.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

- 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**

ACTION: ADOPTED RESO

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

ACTION: ADOPTED RESO

- 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.**

ACTION: ADOPTED RESO

- 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**

ACTION: ADOPTED RESO

- 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**

ACTION: ADOPTED RESO

- 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

ACTION: ADOPTED RESO

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

ACTION: ADOPTED RESO

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

PUBLIC COMMENT: Ann Marie Pagan, Richard Dansby

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 installation of green curb at 1121 Elm Avenue, and approve the addition of a second driveway approach at 1486 Santa Clara Avenue.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

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

ACTION: ADOPTED RESO

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

City Attorney Sheri Damon provided a presentation and reviewed the settlement

agreement and the request to allow the Acting Finance Director to make the payment for the settlement from the special reserves ("rainy day") fund.

PUBLIC COMMENT: Ann Marie Pagan, Bobby Maxwell, Miriam Smith, Joe Cubbage, Karla Lobo, Dianne Nielson

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to confirm the settlement agreement and allow for the payment of the settlement from the special reserves fund.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

B. 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

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the project which includes the streets in varying sections that include Flores Pl, Flores St, Grandview St, Harding St, Lincoln St, and Waring St. The scope of work includes Base repairs and pavement overlay on 13 roadway segments (on 8 streets), 43 curb ramps, Sanitary sewer mainline repair on Flores Street, Storm drain headwall repair on Harding Street, Utility and roadway sign relocations, Preservation of benchmarks and monuments, and Pavement striping. 6 bids were received and the schedule after the construction contract is awarded will include the pre-construction meeting on July 17, a construction notice to proceed on August 12 and construction completion (weather permitting) on January 13, 2025.

PUBLIC COMMENT: Lynda Cunningham, Karla Lobo, Joe Cubbage

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

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

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.

Nisha Patel, Public Works Director/City Engineer provided a presentation that reviewed the 2.7% rate increase that would be increase rates for residential curbside 32 gallon from \$25.97 (FY 23-24) to \$26.67 (FY 24-25), and residential curbside 64 gallon from \$32.47 (FY 23-24) to \$33.34 (FY 24-25).

PUBLIC COMMENT: Bobby Maxwell, Ann Marie Pagan

On motion by Council/Agency Member Burks and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the contractual 2.7% increase in the collection of solid waste, recycling, and organics rate effective July 1, 2024.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

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

Nisha Patel, Public Works Director/City Engineer provided a presentation reviewing the MOU and the activities and cost for fiscal year 2024-2025.

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 authorize an amendment to the MOU between the Regen Monterey and its member agencies regarding costs of implementing organic waste recycling laws.

PUBLIC COMMENT: None

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

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)

Andy Myrick, Economic Development and Community Planning Manager provided a presentation reviewing the request to change the zoning of 1020 Auto Center Parkway. The Planning Commission heard the item on May 29 and recommended the City Council approve the zoning map amendment.

PUBLIC COMMENT: None

On motion by Council/Agency Member Garcia-Arrazola, and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency moved to approve the zoning map amendment.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: 1ST READING APPROVED; 2ND READING ON JUNE 20, 2024

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

Council/Agency Members Garcia-Arrazola and Miller recused themselves from the discussion and decision making of the item due to their seat on the board of a recipient.

Haroon Noori, Administrative Analyst II, provided a presentation reviewing the CDBG program and the funding allocations requested for FY24-25.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem Pacheco and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve the 2024-2025 annual action plan for the CDBG program.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and anticipated a report out at the return to open session.

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

Title: City Manager

The City Council adopted a resolution that terminates an employment agreement with Jaime Fontes in accordance with paragraph 4 on a not-for-cause basis and directs the Acting Finance Director and other staff to make such severance payments and take all customary and necessary actions upon the termination of the contract.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

C. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Manager

No report.

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

Potential Litigation (2 matters)

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:56 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: Jessica Riley, Assistant Finance Director

DATE: July 25, 2024

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING MARCH 31, 2024**

RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2024.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2023-2024 2nd quarter beginning January 1, 2024 and ending March 31, 2024.

The March 31, 2024 report shows that approximately 99.9% of the portfolio is City of Seaside funds and 0.01% is Successor Agency Funds. 45% of the funds are invested in the Local Agency Investment Fund with the State of California.

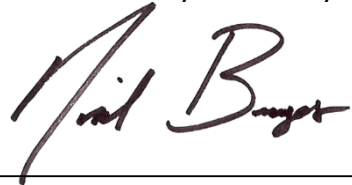
FISCAL IMPACT

None.

ATTACHMENTS

1. LAIF Program Description
 2. LAIF Quarterly Apportionment Rates
 3. PMIA Performance Report 20240331
 4. exhibit A, B, C - 3Q quarter ended 3-31-2024
-

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



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



California State Treasurer
Fiona Ma, CPA



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[Home](#) -> [LAIF](#) -> Quarterly Apportionment Rates



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68

	March	June	September	December
2017	0.78	0.92	1.07	1.20
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	0.24	0.23
2022	0.32	0.75	1.35	2.07
2023	2.74	3.15*	3.59	4.00
2024	4.30			

*Revised per State Controller's Office



PMIA/LAIF Performance Report as of 7/10/24



Quarterly Performance Quarter Ended 03/31/24

LAIF Apportionment Rate ⁽²⁾ :	4.30
LAIF Earnings Ratio ⁽²⁾ :	0.00011755619077389
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	0.994191267
PMIA Daily ⁽¹⁾ :	4.22
PMIA Quarter to Date ⁽¹⁾ :	4.12
PMIA Average Life ⁽¹⁾ :	226

PMIA Average Monthly Effective Yields⁽¹⁾

June	4.480
May	4.332
April	4.272
March	4.232
February	4.122
January	4.012

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 5/31/24 \$162.3 billion

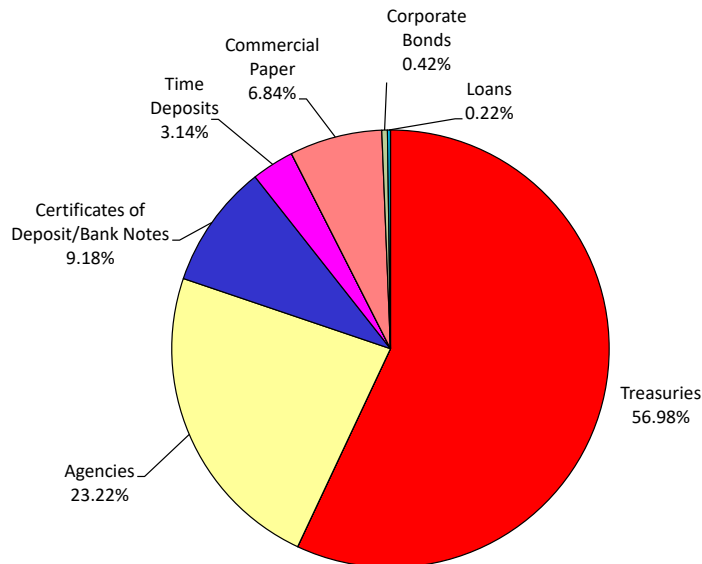


Chart does not include \$1,943,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2024**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 24,668,925.01
General Checking	BMO	Market	\$ 13,792,782.52
Money Market	BMO	Market	\$ 6,953,783.87
Safe Keeping	BMO	Market	\$ 3,020,776.40
2022 Lease Escrow Account	Webster Bank	Market	\$ 10,176.38
PARS Retirement Account	US Bank	Market	\$ 20,821.93
PARS 115 Trust	PARS	Market	\$ 3,937,520.62
York Tail Claims	Bank of America	Market	\$ 29,629.80
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 619,554.30
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 447,450.01
Bond 2014 Reserve account	US Bank	Market	\$ 243.48
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 574,202.79
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 779,536.06
	Total		\$ 54,855,403.17

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Nicholas Borges
Acting City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2024**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	2.02%	24,668,925.01	44.99%	24,668,925.01
<u>Checking Account</u>				
BMO - General Checking	0.00%	13,792,782.52	25.16%	13,792,782.52
BMO - Money Market	2.27%	6,953,783.87	12.68%	6,953,783.87
BMO - Safe Keeping	2.29%	2,976,000.00	5.43%	3,020,776.40
Webster Bank - 2022 Lease	0.59%	29,159.31	0.05%	10,176.38
PARS Retirement Account	2.36%	20,821.93	0.04%	20,821.93
PARS 115 Trust	7.27%	3,937,520.62	7.18%	3,937,520.62
Bank of America-York Checking	0.00%	29,629.80	0.05%	29,629.80
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	619,554.30	1.13%	619,554.30
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	447,450.01	0.82%	447,450.01
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	64.85%	243.48	0.00%	243.48
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	574,202.79	1.05%	574,202.79
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	2.48%	779,536.06	1.42%	779,536.06
Total Cash and Investments		54,829,609.70	100.00%	54,855,403.17

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
JANUARY 1, 2024 THROUGH MARCH 31, 2024**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 24,423,562.14	-		245,362.87	\$ 24,668,925.01
CHECKING ACCOUNT						
BMO - General Checking	OPEN	\$ 15,955,491.86	12,749,614.05	14,912,323.39		\$ 13,792,782.52
BMO - Payroll Checking	OPEN	\$ -	7,554,699.93	7,554,699.93		\$ -
BMO - Money Market	OPEN	\$ 6,876,558.17	-	-	77,225.70	\$ 6,953,783.87
BMO - Athens Tail Claims	OPEN	\$ 0.00	8,504.55	8,504.55	-	\$ 0.00
BMO - Safe Keeping	OPEN	\$ 2,976,000.00	-	33,542.87	33,542.87	\$ 2,976,000.00
Webster Bank - 2022 Lease	OPEN	\$ 29,159.31	-	19,040.94	58.01	\$ 10,176.38
PARS Retirement Account	OPEN	\$ 15,675.38	19,300.00	14,365.80	212.35	\$ 20,821.93
PARS 115 Trust	OPEN	\$ 3,808,388.16	-	5,558.16	134,690.62	\$ 3,937,520.62
Bank of America York Tail Claims	OPEN	\$ 29,629.80	-	-	-	\$ 29,629.80
<i>BOND RESERVE ACCOUNT - HELD BY TRUSTEES</i>						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 326,364.61	293,183.98	-	5.71	\$ 619,554.30
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 0.95	447,449.06	-	-	\$ 447,450.01
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 234.99	27,208.53	27,256.25	56.21	\$ 243.48
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 439,277.33	234,748.95	99,828.56	5.07	\$ 574,202.79
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 770,081.31	-	-	9,454.75	\$ 779,536.06
		\$ 58,668,145.05	21,334,709.05	22,705,607.96	534,157.03	\$ 57,831,403.17

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF SECURITIES HELD
AS OF MARCH 31, 2024**

Asset Type	CUSIP / ISIN	Security Description	Issue Date	Maturity Date	Market Value (\$)	Par Value (\$ / Unit)
Certificates of Deposit	00832KBR9	AFFINITY FED CRED UNION CERTIFICATE OF DEPOSIT M 10/31/24 5.800% D 11/01/23	11/1/2023	10/31/2024	\$ 248,647.28	\$ 248,000.00
Certificates of Deposit	09644EAQ5	BLUPEAK CREDIT UNION CERTIFICATE OF DEPOSIT M 11/01/24 5.750% D 11/03/23	11/3/2023	11/1/2024	\$ 248,582.80	\$ 248,000.00
Certificates of Deposit	01664MAG1	ALL IN FEDERAL CREDIT UN CERTIFICATE OF DEPOSIT M 04/30/25 5.600% D 10/31/23	10/31/2023	4/30/2025	\$ 249,463.20	\$ 248,000.00
Certificates of Deposit	949764HA5	WELLS FARGO BANK NA CERTIFICATE OF DEPOSIT M 04/30/25 5.500% D 10/31/23	10/31/2023	4/30/2025	\$ 249,200.32	\$ 248,000.00
Certificates of Deposit	32026U2T2	FIRST FOUNDATION BANK CERTIFICATE OF DEPOSIT M 10/31/25 5.400% D 10/31/23	10/31/2023	10/31/2025	\$ 249,760.80	\$ 248,000.00
Certificates of Deposit	42728JAB7	HERITAGE USA FEDERAL CU CERTIFICATE OF DEPOSIT M 05/01/26 5.450% D 11/01/23	11/1/2023	5/1/2026	\$ 251,214.08	\$ 248,000.00
Certificates of Deposit	108622PH8	BRIDGEWATER BK BLOOM MN CERTIFICATE OF DEPOSIT M 08/03/26 5.150% D 11/03/23	11/3/2023	8/3/2026	\$ 250,239.44	\$ 248,000.00
Certificates of Deposit	01882MAG7	ALLIANT CREDIT UNION/IL CERTIFICATE OF DEPOSIT M 11/16/26 5.500% D 11/15/23	11/15/2023	11/16/2026	\$ 253,054.24	\$ 248,000.00
Certificates of Deposit	16141BAT8	CHARTWAY FED CREDIT UN CERTIFICATE OF DEPOSIT SERIES CD M 11/03/27 5.200% D 11/03/23	11/3/2023	11/3/2027	\$ 254,341.36	\$ 248,000.00
Certificates of Deposit	913065AD0	UNITED TELETECH FIN FCU CERTIFICATE OF DEPOSIT M 11/08/27 5.100% D 11/08/23	11/8/2023	11/8/2027	\$ 253,570.08	\$ 248,000.00
Certificates of Deposit	8562854D0	STATE BANK OF INDIA CERTIFICATE OF DEPOSIT M 10/30/28 5.000% D 10/30/23	10/30/2023	10/30/2028	\$ 255,239.12	\$ 248,000.00
Certificates of Deposit	98138MCA6	WORKERS FED CREDIT UNION CERTIFICATE OF DEPOSIT SERIES CD M 10/30/28 5.200% D 10/30/23	10/30/2023	10/30/2028	\$ 257,463.68	\$ 248,000.00
Total					\$ 3,020,776.40	\$ 2,976,000.00



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: July 25, 2024

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM MONTEREY
PENINSULA NAACP FOR COSTS ASSOCIATED WITH THEIR
REGIONAL AREA DIRECTOR AND BRANCH EXECUTIVE
COMMITTEE MEETING**

RECOMMENDATION

Approve the fee waiver request from the Monterey Peninsula NAACP for the use of Seaside Community Center, Soper Large Room to hold their Regional Area Director with Branch Executive Committee meeting in the amount of \$295.80, the Organization to provide the City with the non-refundable portion of the deposit of \$52.20 and provide the City with their insurance.

BACKGROUND

The Monterey Peninsula NAACP is a non-profit organization, and they are requesting a fee waiver to help cover the cost associated with their meeting with the Regional Area Director and the Branch Executive Committee. This meeting is on July 20, 2024, from 9:00 a.m. to 2:00 p.m. at Seaside Community Center, Soper Large Room.

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 \$52.20 to go towards the building maintenance fund.

The last fee waiver was approved at the January 18, 2024, City Council meeting for their Community Building Event with local police chiefs, "Breakfast with the Badges".

FISCAL IMPACT



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: NAACP Monterey County
Name of Applicant: PATRICIA SPENCER, SECRETARY
Address: P.O. BOX 782 City: SEASIDE State: CA
Phone: 831-917-3000 Email: P.SPENCER2018@GMAIL.COM

EVENT INFORMATION:

Event Title: REGIONAL AREA DIRECTOR w/BRANCH EXECUTIVE COMMITTEE mtg
Event Description: MEETING
Event Date: 7/20/2024 Room(s) Requested: COE AVE / Sopher Field
Time (including set-up): 9:00A - 2:00p Approximate Number of Guests: 30

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: non-profit NAACP meeting

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 1-12-2024 ☐ No

What is your organization's tax identification number? 94-6172829

What percentage of your members or participants resides in Seaside? 55%

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: *Patricia Spencer* Date: 6-19-2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



SEASIDE CALIFORNIA

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

CONTACT INFORMATION:

ROOM: Soper Large

Organization: NAACP Monterey County

Name of Applicant: Patricia Spencer

Address: P O Box 782 City: Seaside Zip: 93955

Phone: 831-917-3000 Email: paspencc2018@gmail.com

Day of Event Contact Name and Phone: Patricia Spencer 831-917-3000

☒ Resident

☐ Non-Resident

EVENT INFORMATION:

Event Title: Regional Area Director with Branch Executive Comm. Mtg
*Please attach invitation or flyer if available.

Event Date: 7/20/2024 Approximate Number of Guests: 30

Reservation Time: 9:00a - 2:00p Event Time: _____
*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.

Special Instructions: _____

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

	Yes	No		Yes	No
Is the event open to the public?	☐	☐	Will refreshments be served?	☐	☐
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☐	☐
Will there be music?	☐	☒	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☒	☐	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			*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: Patricia Spencer

Date: 6/19/24

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

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

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

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

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

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

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

SEATING CONFIGURATION

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

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

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

Item Files

501c3 NATIONAL ASSOCIATION

501c3lookup.org/national-association-for-the-advancement-of-colored-people-1049-monterey-co_946172829

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Search

NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE
1049 MONTEREY CO
SEASIDE, CALIFORNIA 93955
EIN: 94-6172829
Defense of human and civil rights
Other school related activities
Propose support or oppose legislation



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2:52 PM
1/8/2024

Packet Page 34



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: July 25, 2024

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

RECOMMENDATION

Approve a report covering activities from April 1, through June 30, 2024, as presented in the agenda packet.

BACKGROUND

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

FORA ESCA Remediation Program Background:

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

the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

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

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

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. Seaside is in the final stages of transferring parcel E29b.3.1 to the City of Monterey. During a 2023 file review, it was determined that this parcel was not transferred by the FORA and was previously held by Seaside as successor to FORA. Work continues to transfer the three remaining Economic Development Conveyance parcels from Army ownership: Monterey-Salinas Transit Parcels L2.3 and L2.4.1 and Seaside Parcel E20c.1.

Coordination with the Monterey County Assessor's Office, Monterey County Health Department, and jurisdictions continues for corrections in the Geographic Information System data and land use control data. Significant progress in making corrections was made during this quarter.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager meetings with all land holding jurisdictions and the Army to discuss and review projects, or other activities as outlined by the LUCIPs that are included with

their properties.

ESCA continued work with Monterey County and various jurisdictions and agencies for a smooth completion of data collection and subsequent development of the FY23-24 Annual Land Use Control Report. As noted above, ESCA continues to work closely with Monterey County's Geographic Information Staff (GIS) to ensure that all remaining data corrections are made prior to the next (December 1, 2024) Land Use Control report submission. ESCA provided jurisdictions with GIS data that they can download to their phone to better assist with onsite parcel and land use control verification. This assistance continues to be offered to new staff members.

ESCA coordination related to the revision of the Construction Support Plan for the Seaside storm water infiltration system installation/repair project is still in progress. ESCA will provide the required After Action Reports for two in-progress projects (Monterey One Water pipeline Phase 4 and the California Central Coast Veteran's Cemetery appreciation wall) upon project completion. ESCA prepared and coordinated notifications for three intrusive projects: (1) wayfaring sign installation at the California State University Monterey Bay (CSUMB) ESCA parcel (2) erosion repair on sections of Lookout Ridge Road in Laguna Seca, (3) Intergarrison road repairs at CSUMB ESCA parcel, and (4) plant staking and covering in the southern portion of Seaside East, and ESCA parcel. Notifications are required when the intrusive work doesn't exceed 10 cubic yards in a location with a low probability of munitions.

Based on the history of the former Fort Ord as an Army base, munitions may be encountered during reuse of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the **3Rs of explosives safety – Recognize, Retreat, and Report**. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free on-line training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation for this training remains robust. ESCA participated in the munitions safety tailgate "kick off" meeting for the wayfaring sign installation project within the California State University Monterey Bay ESCA parcel. ESCA also assisted with insitu project evaluation for several proposed intrusive activities in ESCA parcels including: road shoulder cleanup work off Intergarrison, Laguna Seca erosion repairs, utility pole stabilization at the Military Operations in Urban Terrain site, and several upcoming projects located within the Seaside East property.

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

ESCA provided program updates at the Army's BRAC Cleanup Team meeting dedicated

to munitions on May 10, 2023. ESCA participated in the Seaside Earth Day celebration on April 21, 2024, with an information table adjacent to the Army's table for a shared message of munitions awareness and safety. ESCA also hosted the quarterly long term management update meeting on May 1, 2024.

NEXT QUARTER GOALS

During the next quarter, the ESCA Program will be focusing on the following tasks.

- ESCA will continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- ESCA will provide munitions safety training data and munitions incident and trespassing data for use by ESCA property owners in the Fiscal Year 23-24 Annual Land Covenant Report.
- ESCA will continue follow-up of incidents of concern.
- ESCA will offer "refresher" training to Monterey Peninsula Parks District.
- ESCA will continue assistance and coordination with munitions documentation such as After Action Reports, Construction Support Plans, and notifications for projects located in ESCA properties with soil disturbances of less than 10 cubic yards with low probability of encountering munitions.
- ESCA will assist other jurisdictions with questions related to ESCA land use controls.

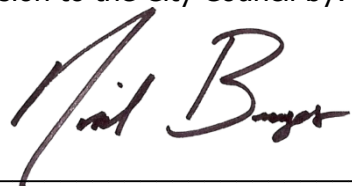
FISCAL IMPACT

The actual cost to Seaside of these Army obligations will be fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: July 25, 2024

**SUBJECT: ADOPT A RESOLUTION REJECTING THE ONE BID RECEIVED
FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT,
AND AUTHORIZE READVERTISEMENT FOR BIDS**

RECOMMENDATION

Adopt a resolution rejecting the one bid received for the Fire Station No.1 Kitchen Renovation Project, and authorize readvertisement for bids.

BACKGROUND

The construction contract documents for the Fire Station No.1 Kitchen Renovation Project were finalized on April 2, 2024. The Project was posted on the City of Seaside's website, four (4) bid house websites, and advertised and solicited for a period of three (3) weeks commencing on April 25, 2024, in the Monterey County Weekly. A non-mandatory pre-bidding conference and site visit were conducted on May 3, 2024.

The public bid opening was held on Thursday, May 16, 2024, at Seaside City Hall. One (1) bid was received from David Construction & Management in the amount of \$539,116.00. City staff determined the bid amount to be cost prohibitive to proceed with construction. Additionally, the bid did not meet the Bidder's own work force minimum percentage of work, as stated in the Instruction to Bidders, section 2.03 D of Document 00 4330 as follows:

"The bidder shall install with his/her own work forces work amounting to not less than fifty percent (50%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids."

As shown in document 00 4330 Subcontractors List, submitted with the bid, David Construction is performing work comprising approximately forty-five percent (45%) of the total project Bid amount. It was concluded that a variety of factors, including an extremely competitive bidding climate, rising construction prices, impacted schedules, construction difficulties, and risk, contributed to the higher than expected bid.

City staff met with the design architect from RRM Design Group, and with staff from Wallace Group (On-Call Consultant with the City) to identify opportunities to reduce the construction cost. Opportunities identified to increase bidder interest include altering exterior ADA improvements to better conform with the ADA improvements prioritization list, providing a longer bid period for the next Request for Bid solicitation, and increasing notification of local contractors and bid houses.

Per the Bid Documents, the City reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project (Paragraph 3.03 C of Document 00 2113 Instructions to Bidders).

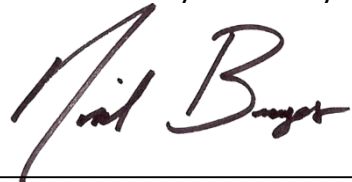
FISCAL IMPACT

There is no fiscal impact associated with rejection of the bid for Fire Station #1 Kitchen Renovation.

ATTACHMENTS

1. Resolution

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

REJECTING THE BID FOR FIRE STATION NO.1 KITCHEN RENOVATION PROJECT, AND AUTHORIZE READVERTISEMENT FOR BIDS

WHEREAS, on June 15, 2024, City Council adopted a Capital Improvement Program, which includes the Fire Station No.1 Kitchen Renovation Project, hereinafter referred to as the "Project"; and

WHEREAS, on April 25, 2024, staff advertised the Project for a period of three weeks; and

WHEREAS, on May 16, 2024, staff held a public bid opening for construction of the Project; and

WHEREAS, the City received one bid in the amount \$539,116.00, exceeding the approved budget of \$207,975.91; and

WHEREAS, the engineer's estimated probable cost for construction was \$203,415.00; and

WHEREAS, it is necessary to revise the bidding documents modifying the scope in an effort to increase bidder interest; and

WHEREAS, the revisions warrant rebidding and resolicitation of the Project; and

WHEREAS, per the Project Manual, paragraph 3.03 C of the Instructions to Bidders states the City reserves the right to reject all bids.

NOW, THEREFORE, BE IT RESOLVED, that the City of Seaside reject the bid for the Fire Station No.1 Kitchen Renovation Project and authorizes readvertisement and rebidding of the Project; and

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25th day of July, 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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$154,375.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a one-year maintenance service agreement for City parks with HOPE Services for an amount not to exceed \$154,375.00.

BACKGROUND

HOPE Services (HOPE) is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce. Since 2001, Hope Services has provided the City with public works maintenance assistance and has proven to be an invaluable asset. In return, the City has provided work experience and opportunities for persons with disabilities. HOPE maintains the City parks by removing trash from cans, picking up litter, replacing dog waste bags and maintaining the dog waste stations; and provides additional litter control on Coe Avenue, General Jim Moore Blvd., Monterey Road, southwest corner of the intersection of Canyon Del Rey and Fremont Boulevard, and designated alleyways throughout the City. They also pick up litter and empty cans outside at City Hall and County Library, Oldemeyer Center, Pattullo Swim, and Youth Education Center.

There are twenty-four (24) parks and other public areas in the City that have benefited from the successful partnership with HOPE. It has allowed the City Parks staff to concentrate on beautification projects and maintenance and repair of irrigation systems, and has reduced City staff overtime.

The attached contract provides for four (4) workers and one (1) supervisor by HOPE to perform maintenance and cleanup tasks in and around public facilities. The HOPE crew is scheduled to work six and a half hours (6.5 hrs) per day from 8:30 a.m. to 3:30 p.m. with a half hour lunch break, Monday through Friday. The work performed by HOPE is under the direction of the City Maintenance and Utilities Superintendent. The core objective required to be performed by the Hope crew is the cleaning of litter at each park at least once a week. Also, HOPE's supervisor is responsible for tracking the amount of litter removed by the clean-up of parks as part of the required documentation for the city's Storm Water Management Program. There was a slight increase in the billing rate per hour for 4 workers plus a supervisor from \$91.50 in Fiscal Year 2023/24 to \$95.00 in Fiscal Year 2024/25, increasing the overall contract amount by \$17,329.00.

Staff recommends the City Council authorize the City Manager to execute a one-year Maintenance Services Agreement with HOPE Services for an amount not to exceed \$154,375.00.

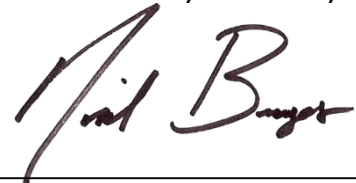
FISCAL IMPACT

The HOPE fees are distributed from the following fund sources: Stormwater Fund (271) and Parks (100). Based on the time spent for each aspect of the work provided, each of these funds will be charged accordingly for a total agreement amount not to exceed \$154,375.00.

ATTACHMENTS

1. Resolution
2. Agreement

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 ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$154,375.00

WHEREAS, HOPE Services is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce; and

WHEREAS, the City of Seaside has maintained a successful partnership with HOPE Services for over twenty years; and

WHEREAS, HOPE Services would perform maintenance and clean-up tasks at each park location and designated public areas on at least a weekly basis by maintaining the City parks by removing trash from cans, picking up litter, replacing dog waste bags and maintaining the dog waste stations; and providing litter control on Coe Avenue, General Jim Moore Blvd., Monterey Road, southwest corner of the intersection of Canyon Del Rey and Fremont Boulevard, and designated alleyways throughout the City. They also pick up litter and empty cans outside at City Hall and County Library, Oldemeyer Center, Pattullo Swim, and Youth Education Center.; and

WHEREAS, the services performed by Hope Services have reduced staff overtime and have allowed city staff to concentrate on beautification projects, and maintenance and repair of the irrigation systems; and

WHEREAS, HOPE Services and the City have agreed to a one-year contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorizes the City Manager to execute a maintenance service agreement with HOPE Services to perform park and public maintenance services for an amount not to exceed \$154,375.00.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day of July 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

1.

City of Seaside

**RESTATED AND AMENDED MAINTENANCE SERVICE AGREEMENT
OPTION YEAR EXTENSION 2024-2025**

This Maintenance Services Agreement ("Agreement") made the date last written below, is by and between the City of Seaside, a municipal corporation ("City") and HOPE Services, a corporation ("HOPE").

RECITALS

- A. HOPE is engaged in the training of persons with disabilities to enter the mainstream workforce.
- B. HOPE has offered to provide certain maintenance services to the City for a fee and the City desires to engage HOPE to provide such services to the City, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. Provisions of Services. HOPE agrees to perform certain maintenance tasks for the City that will generally consist of, but not limited to, trash and litter removal, cleaning and light maintenance of landscaping, streets, parks and other public areas.
- 2. Amount of Services. HOPE shall provide a work crew consisting of four maintenance workers and one supervisor to accomplish the assigned tasks referred to in paragraph 1, during the hours of 8:30 a.m. to 3:30 p.m. on Monday through Friday with .5 hour daily lunch break each week during the term of this Agreement (6.5 hour work day).
- 3. Holiday Schedule. The following holiday schedule in which HOPE Services and the City observe shall not be obligated to perform any services:

Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Thanksgiving Day	Thursday	November 28, 2024
Day after Thanksgiving	Friday	November 29, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Holiday	Wednesday	December 25, 2024
New Year's Day	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Memorial Day	Monday	May 26, 2025
Juneteenth	Thursday	June 19, 2025

4. Payment to HOPE. The City shall pay consultant on a time and materials basis an amount not to exceed **ONE HUNDRED FIFTY FOUR THOUSAND AND THREE HUNDRED AND SEVENTY FIVE dollars (\$154,375.00)** for the services described in paragraph 2. Any additional services provided by HOPE at the request of the City shall be billed by HOPE to the City on an hourly basis at \$95.00 (July 1, 2024-June 30, 2025). HOPE will bill the customer monthly; invoices are due and payable upon receipt. HOPE will prepare and submit a list to the Public Works Division of the necessary supplies, equipment, etc. needed for the work assignments specified by the City. City will provide transportation during the workday. After review and approval of the proposed supplies, etc. the City will purchase or reimburse HOPE for those approved supplies, equipment, etc.
5. Term of Agreement. The term of this Agreement shall commence on July 1, 2024 and terminate June 30, 2025; provided however, that either party may terminate this Agreement at any time on thirty day written notice to the other party.
6. Supervision of Work. HOPE shall accomplish the maintenance tasks assigned to it by the City in a safe, skillful, workmanlike and lawful manner. All members of the work crew shall dress appropriately for the task at hand at all times while working in the City. The supervisor of the work crew referred to in paragraph 2 will supervise the work crew at all times while the work crew is performing maintenance tasks in the City. City shall have no right or obligation to direct the specific methods used by HOPE or its employees to accomplish a particular maintenance task.
7. Indemnification. HOPE shall indemnify, defend, and hold City harmless from and against any and all losses, claims, demands, damages, expenses or judgements arising from any willful or negligent act, error or omission of HOPE or its employees except for any loss, claim, demand, damage, expense or judgement arising from the sole negligence or intentional act of City or its employee.
8. Insurance. Without limiting HOPE's duty to indemnify, HOPE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance covering all of its operations (including public liability coverage, property damage coverage and professional malpractice) with the following minimum limits of liability:

A. COMMERCIAL GENERAL LIABILITY INSURANCE:

Commercial General Liability, including but not limited to, premises, personal injuries, products and completed operations, with a combined single limit of not less than \$1,000,000.00 property damage; and

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and

2. A combined single limit of not less than \$1,000,000.00 per occurrence.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive automotive liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and

2. A combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

Workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000.00 per occurrence for employer's liability.

9. Relationship of Parties. Nothing in this Agreement or otherwise shall create any partnership or joint venture between HOPE and the City. The parties to this agreement are independent contractors and shall maintain that relationship throughout the term of this Agreement. Nothing in this Agreement or the performance of this Agreement shall create an employer/employee relationship between any individual and the City.

10. Notices. All notices and demands shall be given in writing either by personal services or by registered or certified mail return receipt requested, postage and fees prepaid when delivered by the United States Post Office, or by facsimile transmission with a confirmation copy delivered by mail as aforesaid. Notice shall be considered given on the date received by personal service or transmitted by facsimile, or the date appearing on the return receipt, but if the receipt is not returned, within three (3) days after being mailed. Notice shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

"HOPE"

Community Employment Manager
HOPE Services
546 Brunken Avenue
Salinas, Ca 93901
Tel: (831) 758-0973
Fax: (831) 758-0252

"CITY"

City Manager
City of Seaside
440 Harcourt Avenue
Seaside, Ca. 93955
Tel: (831) 899-6700
Fax: (831) 899-6207

11. Time. Time is of the essence of this Agreement.

12. Amendment of Contract. This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by City and HOPE.
13. Captions. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

Date: 06/25/24

HOPE SERVICE



Clayton Ng, CPO

Date: _____

CITY OF SEASIDE

Nicholas Borges, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director
Dominique Davis, City Clerk

DATE: July 25, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR
MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$8,000 A
MONTH FROM JULY 2024 THROUGH JUNE 2025**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

BACKGROUND

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. They believe that great communications drive great results. They work with their clients to understand the mission, developing strategies to achieve the best outcomes. They abide by three core values; client centered, forward-thinking and results-driven.

Voler has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International festival, Seaside Stars, the Certified Farmer's Market, Cal Fresh promotional videos, department specific PSA's, traffic advisory and announcements for car week, as well as a variety of pop-up events and ribbon cuttings. The attached proposal describes video production efforts as well as public information officer support. This current contract is for the months of July 2024 - June 2025.

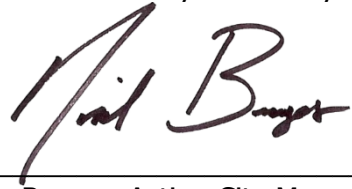
FISCAL IMPACT

\$96,000 to be paid from the City Manager's Office budget account number 100-2010-1030

ATTACHMENTS

1. Vler Resolution
 2. Agreement
 3. Exhibit A - Original Seaside Vler Contract
 4. City of Seaside Communications Report_2023-2024
-

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

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00.

WHEREAS, Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential; and

WHEREAS, Voler has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International day festival and the Broadway Walk of Fame, the Certified Farmer's Market, and a variety of pop-up events and Ribbon Cutting Ceremonies; and

WHEREAS, The City of Seaside has an immediate need for communications expertise since our communications specialist position was vacated December 2022; and

WHEREAS, Staff has determined the proposed scope of work and fees are reasonable considering the city's need; and

WHEREAS, there are available funds unallocated from the vacant communications position; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute an Amendment to the Professional Services Agreement with Voler Strategic Advisors for an amount not to exceed \$24,000.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make any necessary budget adjustments to pay Voler Strategic Advisors from the City Manager's account.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25th day of July 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



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
MEDIA RELATIONS**

This agreement is made by and between the City of Seaside (City), and Voler Strategic Advisors (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 TWENTY FOUR THOUSAND DOLLARS (\$24,000.00).
- 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 August 3, 2023 and terminate November 3, 2023.
- 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 sub-consultants (or any agency or individual that

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

- 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. Dominique Davis, City Clerk/Public Affairs Officer, is designated as the Contract Manager for the City. The Contract Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Contract 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, Perla Rodriguez, Chief Executive Officer, shall perform the services described in this Agreement.
- b. Perla Rodriguez 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 Perla Rodriguez 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 Manager 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 Consultant's Proposal



CITY OF SEASIDE

PROPOSAL

June 22, 2023

www.VolerSA.com



June 22, 2023

Mr. Jaime Fontes
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Fontes:

On behalf of Voler Strategic Advisors (Voler), thank you for providing our firm with the opportunity to serve the City of Seaside and its residents. Our award-winning communications team is excited to build upon the great collaborative efforts to date.

Below, I outline the terms of the agreement, including our scope of work.

Scope of Work

Video Production

Our award-winning video production team will regularly produce videos in support of the City's strategic initiatives/events. This will include bilingual marketing videos to promote upcoming events and key programs, event coverage highlights, and as needed.

From beginning to end, our experts will handle all aspects of these projects, including the development of the concepts, storyboarding, script-writing, interview preparation, video shoots, lighting, editing, graphics, special effects, etc.

Public Information Officer Support

With expertise in media outreach and visibility, our team will provide strategy and counsel on issues of interest to the press and community. We will write and distribute information to press outlets as needed.



Duration of Agreement

July 1, 2023 - September 30, 2023

Fee

\$8,000 per month

Conclusion

Again, thank you for the opportunity. We look forward to collaborating with the City of Seaside.

Sincerely,

A handwritten signature in black ink that reads "Perla A. Rodríguez". The signature is fluid and cursive, with the last name being more prominent.

Perla A. Rodríguez
Chief Executive Officer

If you agree to the above terms, please sign and date below:

Mr. Jaime Fontes, City Manager, City of Seaside

Date

FIRM QUALIFICATIONS AND EXPERIENCE

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. We are passionate about public service and represent public agencies throughout California.

At Voler, we believe that great communications drive great results.

We pride ourselves in being out-of-the box thinkers and doers, who are client-centered and results-oriented. We leverage our team's intellectual capital to help clients build capacity, facilitate change, and achieve short- and long-term goals.

We are an award-winning communications team deeply rooted in the Silicon Valley, with 9 Emmy Awards, and numerous awards for ***excellence in communications***.

The California School Public Relations Association (CalSPRA) has recognized our work with public schools year after year. Here is an abbreviated list:

- Diversity, Equity and Inclusion, Multi-media Covid Education Campaign, 2022 Excellence Award
- Special Events, 8th Grade Promotion Ceremonies, 2022 Excellence Award
- Tactics in Media Relations, Affordable Teacher Housing, 2022 Merit Award
- Crisis Communication and Issue Management, 2022 Merit Award
- Best. Newsletter, 2021 Excellence Award
- Special Events, 2021 Excellence Award
- Best Logo, 2020 Excellence Award
- Best Overall Marketing Campaign, 2020 Excellence Award

Voler Strategic Advisors is a woman- and minority-owned company, certified by the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), and State of California.

We recognize the commitment to supplier diversity that is embraced by educational institutions, corporations and government agencies, and we are proud to bring diversity to your supply chain.



OUR LEADERSHIP

Perla A. Rodríguez **Chief Executive Officer**

With over 20 years of corporate leadership experience, Perla A. Rodríguez, Chief Executive Officer, has assembled a phenomenal team of professionals, trained by the best universities around the world. Together with her team members, distinguished leaders in their fields, Voler Strategic Advisors is providing innovative strategies and solutions to help clients achieve their objectives.



Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodríguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California.

Previously, Rodríguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first-ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefiting students, families, and numerous nonprofit organizations.

Among her many accomplishments, Rodríguez has been recognized by her peers as a leader in the public relations industry. She has been recognized by the Silicon Valley Business Journal twice; in 2019 she was awarded a Latino Business Leadership Award, and in 2011 was recognized as one of the 100 most influential women in the Silicon Valley. The National Grocer's Association highlighted her for developing the Best Public Service campaign in the supermarket industry in 2011. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the Exito Escolar education program.

Rodríguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration. She is also a recent graduate of the Stanford Latino Entrepreneurship Initiative by the Stanford Graduate School of Business and the Latino Business Action Network (LBAN).

Outside of work, Perla dedicates much of her time to public service. She currently serves as Board President for San Jose Spotlight, San Jose's first nonprofit news organization. She continues to support education and college scholarships through her service on the Board of the Catalino Tapia Scholarship Foundation. In 2020, she was appointed to the Advisory Board of the University of San Francisco's Leo T. McCarthy Center for Public Service and the Common Good.

Dr. Fátima Rodríguez
Vice President

In her role as Vice President, Fatima is responsible for overseeing different areas of work, including Multi-Media Communications, Analytics & Reporting, and Special Initiatives.

She is a change agent and passionate about bringing her academic and professional experience forward to promote community engagement and empowerment. She brings a wealth of experience in research, policy, and operations through her work and partnerships in community health and managed care systems.

Prior to her work at Voler, Rodríguez worked at Kaiser Permanente's National Diversity and Inclusion office, where she served as a thought leader and subject matter expert operationalizing policy and collaborating with executive leadership, management, and frontline staff across the organization to transform care delivery. She also successfully completed a multi-year grant at L.A. Care Health Plan aimed to improve culturally and linguistically appropriate services to over 1 million Medi-Cal, Health Families, and Healthy Kids members in Los Angeles County.

Fatima M. Rodríguez is a published author of two editions of *The Nation's Health*, a health policy used in undergraduate programs in the United States and internationally, as well as co-author on topics related to language access, clinician linguistic proficiency, and health equity.

Fátima M. Rodríguez earned a BA in Human Biology with honors from Stanford University and a Master's degree in Public Health from the Community Health Sciences Program at University of California, Los Angeles. Rodríguez completed her doctoral studies at the School of Public Health at University of California, Berkeley.

Beatriz Ferrari
Communications Manager

A nine-time Emmy Award winner and veteran journalist, Beatriz Ferrari serves as Voler Strategic Advisors' Communications Manager.

Ferrari spent 18 years of her journalism career working at Univision KDTV 14 where she built her reputation as a fixture of the Bay Area press corps and won nine Emmy Awards. Previously, she reported for television and print media in Perú and Argentina. Highly fluent in English and Spanish, Ferrari is also an accomplished author and illustrator of more than 20 bilingual children's books that promote early childhood literacy.

As Voler Strategic Advisors' Communications Manager, Ferrari is responsible for the development of client communications strategies with an emphasis on bilingual strategies. Additionally, she leads media relations efforts for the firm.

Ferrari earned a bachelor's degree in Communications from the Universidad Nacional de Córdoba in Argentina.

Diego Barragan
Chief of Operations

Diego Barragan is Chief of Operations at Voler Strategic Advisors. With his experience, Barragan is an expert in strategy, messaging, policy development, policy analysis, budgets, and communications.

Having served in government at both the federal and local levels, Barragan brings a deep understanding of how government works, and how it can be utilized to move an agenda forward. At San José City Hall, as both a Legislative Director and Chief of Staff, Barragan was called upon to develop complex strategy to successfully move policy and critical budget priorities in the third largest city in California.

Currently, Barragan serves as a Commissioner on the Santa Clara County Airport Land Use Commission, appointed by the Santa Clara County Board of Supervisors, where he is responsible for administering federal and state land use regulations around property situated near Santa Clara County airports.

Prior to Voler, Barragan led the Santa Clara Valley Water District's communication efforts on critical infrastructure projects. Barragan received a BA in Political Science from San José State University and an MBA from Santa Clara University.

Gabriel Schrag
Lead Video Producer

Gabriel Schrag is our Lead Video Producer at Voler Strategic Advisors with an extensive history in social media marketing and advertising. Schrag is dedicated to the process of video production from the drafting of scripts and storyboards to the final editing and distribution of each product. His ability to envision the final product at the beginning of the creative process is what makes Schrag effective in his video production planning.

Skilled in Photography, Videography, Creative Writing, Video Editing, and Video Color Grading, Schrag has developed and assisted with the production of creative projects with a wide-array of diverse organizations. His expertise has contributed to promoting enrollment and brand awareness in school communities throughout California, and his artistic vision has created a legacy of attention-grabbing media content. Schrag creates driven, impactful content with our clients as an experienced member of Voler Strategic Advisor's Video Production team. Schrag holds a Bachelor of Arts in Film, Cinema, and Video Studies from California State University, Northridge.



COMMUNICATIONS REPORT

September 1, 2023 - June 5, 2024

PREPARED BY:



WWW.VOLERSA.COM

Submission Date: June 13, 2024

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2 Media Outreach (3-5)



3 Video Production (6-11)





June 13, 2024

Dan Meewis
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Dan,

I am delighted to present you with the Communications Report covering the period from September 1, 2023, to June 5, 2024. We have enjoyed collaborating with city staff on a multitude of initiatives aimed at raising public awareness and increasing community engagement.

Enclosed is a report that provides a high-level overview of our communication activities. The focus of our work has been to partner with key city department leaders on critical initiatives that promote key city priorities. Here are a few of the strategic areas that we have been focused on:

- **Firefighter Recruitment Event and Marketing Campaign**
- **Car show traffic advisories**
- **Oaxaca by the Sea - Marketing Campaign and Event Support**
- **CalFresh - Creating awareness in the community**
- **Parks Rec Outreach Support**
- **American Nightmare, Police Department Conference - Event Support**
- **Seaside Stars - Video Storytelling**
- **PIO Support**

Most recently, we have been working on:

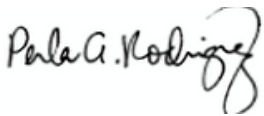
- Fourth of July Firework Safety Campaign
- Running for Local Elected Office in the City of Seaside? Here's What You Need to Know
- Want to Register to Vote? Here's How.

2066 The Alameda
San Jose, CA 95126
volersa.com

Throughout our collaboration, we have strived to provide valuable communications expertise and guidance to enhance your outreach efforts. It has been a true pleasure to highlight your amazing programs and services to the Seaside community.

As we draw to a close on this contract period, we express our heartfelt gratitude for your partnership and support.

Best regards,



Perla A. Rodríguez
CEO

MEDIA OUTREACH OVERVIEW

Media outreach involves employing various tactics and actions aimed at increasing visibility, promoting brand awareness, and disseminating information effectively to the public. Core services include content creation, media pitching, relationship building, press release distribution, and media monitoring. In this section, we present press releases and media advisories as examples of this work:

MEDIA ADVISORIES

January 2024

New Year, New Career! City of Seaside to Host Firefighter Recruitment Event on January 20

MEDIA ADVISORY

New Year, New Career! City of Seaside to Host Firefighter Recruitment Event on January 20

This is an opportunity to learn about the process to become a firefighter. Recruitment event takes place prior to the job application window February 9 through March 1, 2024.



What:

The Seaside Fire Department is inviting the community to explore the opportunity of becoming a firefighter and joining its team of committed professionals by learning about the necessary requirements and steps involved. On **Saturday, January 20**, interested individuals are welcome to attend the **Firefighter Recruit Candidate Forum** at the **Oldemeyer Center in Seaside from 10 am to 12 pm**.

Potential candidates will be able to connect directly with city officials, ask questions and request information about what it takes to join the Seaside Fire Department and what are the highlights of a career serving the community. The Seaside Fire Department provides fire and emergency medical services and local, state, and wildland fire response.

Details of Firefighter Recruit Candidate Forum:

Saturday, January 20, 2024
10 am – 12 pm
Oldemeyer Center
986 Hilby Avenue
Seaside, CA 93955

Job Application Window:

It is important to share that the Seaside Fire Department will be accepting job applications **February 9 through March 1, 2024**. Visit our website to apply: <https://www.ci.seaside.ca.us/217/Fire-Department>

Traffic Advisory for Saturday, August 19, 2023, Related to “Exotics on Broadway” Car Show in Seaside

For Immediate Release

Traffic Advisory for Saturday, August 19, 2023, Related to “Exotics on Broadway” Car Show in Seaside

City of Seaside, CA (August 11, 2023) - On Saturday, August 19, 2023, Exotics on Broadway will host their annual car show on Broadway Ave & Fremont Blvd from 1 PM to 6 PM. The event will feature a variety of exotic and custom cars from all over the world.

The following streets will be closed from 5 AM to 9 PM: Broadway Ave from Del Monte to Fremont Blvd, and the southbound lanes of Fremont Blvd from Clementina to Amador Ave.

Parking will be limited around the event location. The City of Seaside asks the community and all event goers to please plan accordingly. Parking will be available on General Jim Moore and Eucalyptus roads, and attendees are encouraged to use the free shuttle to the event site.

In previous years, Exotics on Broadway welcomed over 20,000 attendees. The organizers are expecting a similar attendance rate this year.

For more information, please contact Dan Meewis, Recreation Director, City of Seaside, by phone at (831) 899-6821 or by email at dmeewis@ci.seaside.ca.us

About the City of Seaside: The City of Seaside is an ocean-side community that overlooks the beautiful Monterey Bay on the Central Coast of California, approximately 115 miles south of San Francisco. Founded in 1887 and incorporated in 1954, this 10 square-mile city continues to grow while holding on to the rich values upon which it was established.

MEDIA ADVISORY

September 2024

City of Seaside Hosted Successful Third Annual "Oaxaca by the Sea" Festivities

MEDIA ADVISORY

City of Seaside to Host Third Annual "Oaxaca by the Sea" Festivities

With new and exciting events, Seaside community continues to strengthen international partnership with Oaxaca de Juárez

What: The third annual "Oaxaca by the Sea" cultural celebration with Sister City Oaxaca de Juárez will present live entertainment, music, dancers, authentic Oaxacan cuisine, arts and crafts, a first-time business expo offering local residents great shopping and food, and a ceremony featuring a donation of firefighting equipment in support of the relationship between both cities.

City dignitaries will welcome a special delegation from Oaxaca de Juárez, Mexico. Events will take place as follows:

Oaxaca by the Sea Festival

Date: Saturday, September 23, 2023

Time: 12:00 – 5:00 p.m.

Location: City Hall Lawn & Laguna Grande Park – 440 Harcourt Ave., Seaside, CA

Oaxacan Business Expo

Date: Sunday, September 24, 2023

Time: 1:00 – 5:00 p.m.

Location: Oldemeyer Center – 986 Hilby Ave., Seaside, CA

Pop Up Oaxacan Art Exhibit

Exhibit Date: September 21-26, 2023

Reception: Friday, September 22, 2023

Time: 6:00 – 8:00 p.m.

Location: Walter Lee Avery Art Gallery – 440 Harcourt Ave., Seaside, CA

Interviews: One-on-one English and Spanish interviews will be available.

PRESS RELEASE

September 2024

City of Seaside to Host Third Annual "Oaxaca by the Sea" Festivities

PRESS RELEASE

City of Seaside Hosted Successful Third Annual "Oaxaca by the Sea" Festivities

Seaside community strengthened international partnership with Oaxaca de Juárez with new and exciting events and a \$1 million dollar investment

(Seaside, California – Date) - The third annual "Oaxaca by the Sea" cultural celebration with Sister City Oaxaca de Juárez was held this past weekend in Seaside, California. On Saturday, September 23, 2023, on the lawn at City Hall, a festival of tradition presented live entertainment, music, dancers, authentic Oaxacan cuisine, arts and crafts, and a ceremony featuring a donation of firefighting equipment in support of the relationship between both cities. The following day, on September 24, a first-time business expo shared Oaxacan products and included local businesses. An art exhibit continued until September 25, 2023.

The festival also featured State Senator John Laird (Senate District 17) presenting a \$1 million dollar check from the State Budget to Palenke Multicultural Arts Center to help fund the creation of a LEED Certified Multicultural Arts Center at the Seaside High School campus. "Palenke Arts serves as a vibrant hub where families and young individuals can immerse themselves in diverse forms of global art and music. Their active participation in events like 'Oaxaca by the Sea' and 'Mālama Maui' demonstrates their commitment to enriching our local community. I am honored to announce that their efforts have been acknowledged by the State of California, leading to the successful securing of \$1 million in funding. This funding will play a pivotal role in the realization of Palenke Arts' vision: the creation of a LEED-certified multicultural arts center, catering to numerous families across the Monterey Bay area," said Senator Laird.

With almost half of Seaside's Hispanic residents having Oaxacan roots, these events paid tribute to the city's rich cultural diversity, while celebrating Oaxaca's history, culture, and tradition. "At Seaside, we honor diversity. We are proud to celebrate and strengthen our collaboration with Oaxaca de Juárez" said Ian Oglesby, Mayor of Seaside. "This year, in addition to the festival, we were able to offer a business

VIDEO STORYTELLING & PUBLIC INFORMATION



VIDEO PRODUCTION OVERVIEW

We are dedicated to enhancing your appeal to new residents and businesses by showcasing your city's amenities, programs, and other offerings. Additionally, we aim to foster a sense of community among your current residents, visitors, and businesses through the production of key video messages from the fire department, police department, and city staff.

Our team of experts in the visual arts has produced high-quality videos for the City of Seaside. Production includes researching content, planning, scheduling sessions for filming, developing scripts, recording on-site or via internet, editing and post-production work to finalize the videos. Prior to release, each video undergoes a rigorous internal quality-control assessment to ensure excellence. Our commitment to excellence is supported by a creative, talented and dedicated team of professionals.

Voler produces a variety of video content for the City of Seaside, including:

- Video messages with one or more persons on screen
- Narrated videos combining footage captured with high-end equipment, alongside possibly utilizing stock footage
- Videos with a combination of interviews and footage filmed on-site, carefully crafted to provide a dynamic and solid message, while incorporating graphics and special effects to enhance the audience interest in the content.

Video Production Projects

June 2024

In Progress:

- *Fourth of July Firework Safety Campaign*
- *Car Show Outreach - Parking enforcement*
- *Running for Local Elected Office in the City of Seaside? Here's What You Need to Know*
- *Want to Register to Vote? Here's How.*
- Palenke Art Festival Video <https://vimeo.com/volersa/review/951328916/824bec6da2>
 - Summary: Overview of the amazing line up that will be at the Palenke Arts Festival, including DJs and different live performances on June 2nd, 2024.
- Palenke Art Festival Video for Instagram (0:34): <https://vimeo.com/951763314/74597cb498>
 - Summary: This video promotes the 8th Annual Palenke Arts Festival that happened on June 2nd.



Video Production Projects

May 2024

- Seaside PD American Nightmare Presentation (from PD Conference) - <https://vimeo.com/930944342/70484bc33c>
 - Summary: The police department held a presentation about providing thorough and proper investigations, highlighting issues during police investigations.
- CalFresh message for School Community in Spanish (1:12): <https://vimeo.com/942399685/74bac869fd?share=copy>
 - Summary: PSA that goes over the eligibility requirements, directed at school communities, and what CalFresh is.
- CalFresh message for School Community in English (1:12): <https://vimeo.com/942239894/5e8e9293f1?share=copy>
 - Summary: PSA that goes over the eligibility requirements, directed at school communities, and what CalFresh is.
- CalFresh message for Community (1:16): <https://vimeo.com/942136739/23bf0cc5a0?share=copy>
 - Summary: PSA that goes over the eligibility requirements, directed at the community as a whole, and what CalFresh is.
- CalFresh message for Community in Spanish (1:16): <https://vimeo.com/938320771/70569d30a5?share=copy>
 - Summary: PSA that goes over the eligibility requirements, directed at the community as a whole, and what CalFresh is.

April 2024

- Seaside PD American Nightmare Conference Recap video (0:54): <https://vimeo.com/931225348/897673dd19>
 - Summary: This recap video from the training/discussion with Denise Huskins and the Seaside Police Department highlights members interacting and engaging in the conversation.



Video Production Projects

March 2024

- Seaside FD Recruitment Presentation (38:16) - <https://vimeo.com/908917156/b7965b6730>
 - Summary: Mary Gutierrez spoke in front of many community members interested in becoming part of the Seaside Fire Department at the Seaside Fire Department Recruitment Forum 2024.
- Seaside Stars 2023 Nominees Unveiling Recap video (0:49) - <https://vimeo.com/922187487/58fd417eb6>
 - Summary: This video highlights the 2023 Seaside Stars nominees
- Seaside Stars 2024 Nominees Unveiling Recap video (1:11) - <https://vimeo.com/922187717/c51abe5aa0>
 - Summary: This video highlights the 2024 Seaside Stars nominees

February 2024

- The following videos each highlight one honoree from the 2024 Seaside Stars event:
 - Dr. Charlie Knight (1:58) - <https://vimeo.com/915845367/edeb0daeb5>
 - Tim Brown (1:46) - <https://vimeo.com/915845458/0e3f9b6f15>
 - Darryl Choates (1:36) - <https://vimeo.com/914287634/0c71752b21>
 - Melvin Mason (1:28) - <https://vimeo.com/914287801/480b1ab048>
 - Stephanie Faust (1:44) - <https://vimeo.com/914287858/baa19ddd88>
 - Kay Cline (1:23) - <https://vimeo.com/914287883/5bc579b555>
 - Herm Edwards (3:00) - <https://vimeo.com/914287920/415ec38760>
 - Franco Pacheco (0:42) - <https://vimeo.com/915043282/49be563ea4>
 - Annalisa Mitchell (0:49) - <https://vimeo.com/915043477/d21898b288>
 - All Testimonies (5:18) - <https://vimeo.com/917334716/8ab5ee4a23>

January 2024

- Seaside City News Intro - <https://vimeo.com/902859938/b9c84acfee>
 - Summary: The intro for the Seaside City News highlights important words like: include, innovate, and inspire.
- Seaside City News Outro - <https://vimeo.com/902859712/d3e2e75cd6>
 - Summary: The Seaside City News outro includes all of the social media handles for the City of Seaside.

Video Production Projects

January 2024

- Seaside FD FireFighter Recruitment promo video 1- <https://vimeo.com/900992230/bb02153a99>
 - Summary: This video encourages viewers to attend the Fire Department Recruitment Forum at the Odemeyer Center in Seaside.
- Seaside FD FireFighter Recruitment promo video 1 in Spanish- <https://vimeo.com/901337231/8f77164b48>
 - Summary: This video encourages viewers to attend the Fire Department Recruitment Forum at the Odemeyer Center in Seaside.
- Seaside FD FireFighter Recruitment promo video 2- <https://vimeo.com/901299506/dd7721b280>
 - Summary: The Seaside Fire Department is accepting applications from February 9th to March 1st. To serve the Seaside community, viewers are encouraged to visit the website and apply.
- Seaside FD FireFighter Recruitment promo video 2 in Spanish - <https://vimeo.com/910162597/e9fed2c8bf>
 - Summary: The Seaside Fire Department is accepting applications from February 9th to March 1st. To serve the Seaside community, viewers are encouraged to visit the website and apply.

November 2023

- Oaxaca by the Sea Expo Recap video (4:06) - <https://vimeo.com/871213904/88b022fad9>
 - Summary: The Oaxaca by the Sea and Expo events are highlighted as members from City Hall explain the importance of having such events in the City of Seaside.
- Oaxaca by the Sea Expo Recap video w/ Spanish subtitles (4:06) - <https://vimeo.com/876114783/fd8c4e1125>
 - Summary: The Oaxaca by the Sea and Expo events are highlighted as members from City Hall explain the importance of having such events in the City of Seaside.



Video Production Projects

October 2023

- Oaxaca by the Sea Delegation Tour recap (2:28) - <https://vimeo.com/869883959/5a48d81a35>
 - Summary: This video serves as a recap of the Delegation Tour as part of Oaxaca by the Sea.
- Oaxaca by the Sea Delegation Tour recap in Spanish (2:28) - <https://vimeo.com/872688664/44fae3b430>
 - Summary: This video serves as a recap of the Delegation Tour as part of Oaxaca by the Sea.
- Oaxaca by the Sea Seaside Fire Department Equipment Exchange Presentation (1:15) - <https://vimeo.com/868506875/d233b3b13d>
 - Summary: During Oaxaca by the Sea, the Seaside Fire Department and Oaxaca de Juarez exchange equipment to further show the relationship between the two cities.

September 2023

- Oaxaca by the Sea
 - Promo video (1:13) - <https://vimeo.com/862088669/a92db8a6ca>
 - For Social Media (1:13) - <https://vimeo.com/863397952/2d7b201460>
 - Spanish for Social Media (1:13) - <https://vimeo.com/863397996/072c705168>
 - For TikTok (1:13) - <https://vimeo.com/863712907/e1743def77>
 - Spanish for TikTok (1:13) - <https://vimeo.com/863712986/37cd0f5c4d>
 - Summary: The City of Seaside invites the community to join the third annual Oaxaca by the Sea event on September 23rd, 2024 and join the Business Expo on September 24th, 2024. All events are free and family friendly.
- Oaxaca by the Sea Seaside Mayor's Invite
 - For Social Media (1:10) - <https://vimeo.com/863349156/e688713d5f>
 - For TikTok (1:10) - <https://vimeo.com/863712735/a212a5a926>
 - Summary: The mayor of Seaside, Ian N. Oglesby invites families to join an afternoon full of entertainment, food, and many more activities during the month of September.
- Oaxaca by the Sea Oaxaca Mayor's Invite
 - For Social Media (1:12) - <https://vimeo.com/863349215/c62e33672b>
 - For TikTok (1:12) - <https://vimeo.com/863712815/76f00b6ab1>
 - Summary: The mayor of Oaxaca de Juarez, Francisco Martínez Neri, is honored to join the community at the Oaxaca by the Sea event and looks forward to seeing the community there.



WWW.VOLERSA.COM



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR THE RECIPIENTS OF THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM

RECOMMENDATION

Adopt the resolution authorizing the City Manager to execute contracts for the community social services grant program.

BACKGROUND

In 2020, the City Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services. In 2021, the council designated 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and awarded an additional \$105,318 to fully fund the review committee recommendations. For fiscal year 2022/2023, the Council designated \$500,000 for the grant program, removing the 1/3 set aside designation. During the recent budget hearings, the Council decided to pre-assign the funds to Community Based Organizations in lieu of going through a lengthy application/review process as in the past 3 cycles. Now in its fifth year of the program the Council opted to pre-award the funding again, and in an effort to align with the Fiscal Year and budget cycle, this year's program will run from July 2024 through June 2025.

Council Approved Community Based Organizations

The following organizations were approved for funding by the City Council during the fiscal year 2024/2025 budget hearings:

Community Based Organization	Approved Funding Amount
-------------------------------------	--------------------------------

Seaside Rising	\$80,000.00
Village Project	\$60,000.00
Community Partnership for Youth	\$60,000.00
Palenke Arts	\$60,000.00
2023/2024 - Budget Carry Over for existing CBO's	\$250,000.00
4 CBO's	\$510,000.00

These recipients are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program and other information as needed. If the organization does not meet the requirements set forth in the contract, the organization may forfeit the remaining funds for the funding cycle.

FISCAL IMPACT

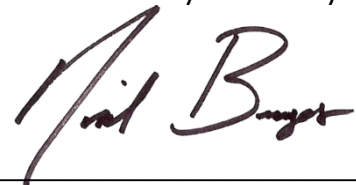
Funds for the program in the amount of \$510,000.00 were appropriated in the Fiscal Year 2024-25 budget and are paid from the City's General Fund.

Account #100-9250-4203

ATTACHMENTS

1. CSS Grant Resolution 24.25
2. 2025 CSS Grant MOU CPY final
3. 2025 CSS Grant MOU Palenke Arts final
4. 2025 CSS Grant MOU TVP final
5. 2025 CSS Grant MOU BHC final

Reviewed for Submission to the City Council by:



Nicholas Borges, Acting City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM TO FULLY
FUND THE CITY COUNCIL'S FISCAL YEAR 2024/25 APPROPRIATIONS**

WHEREAS, In 2020, Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services; and

WHEREAS, On July 15, 2021, the council voted to designate 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and

WHEREAS, For fiscal year 2022/2023, the Council designated 500,000 for the grant program, removing the 1/3 set aside designation; and

WHEREAS, On June 20, 2024, during the budget hearings the Council designated \$260,000 for the grant program, and pre-determined which community based organizations would receive the funding; and

WHEREAS, Six organizations were identified for funding by Council, and those organizations are:

Community Based Organization	Awarded Amount
Building Healthy Communities	\$80,000.00
Village Project	\$60,000.00
Community Partnership for Youth	\$60,000.00
Palenke Arts	\$60,000.00

WHEREAS, recipients are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the Community Social Services program contracts not to exceed \$260,000.00

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day of July 2024 by the following vote:

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

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND COMMUNITY PARTNERSHIP FOR YOUTH

This Memorandum of Understanding is made and entered into on July 18, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Community Partnership for Youth (hereinafter "CPY").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and CPY intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the mentor tutor program with Community Social Services Grant funding will further this goal. CPY agrees to comply with the terms of the grant.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is July 18, 2024, through June 30, 2025.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. CPY will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. CPY will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).
7. CPY will present a status report to City Council, in December 2024,

and a final report no later than August 2025. .

8. CPY will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. CPY must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. CPY will continue operating and fully staff their mentor tutor program.
12. CPY will provide daily prevention programs for students at Ord Terrace, M.L. King School of the Arts, Del Rey Woods, Dual Language Academy Monterey Peninsula (DLAMP). The CPY Programs consist of: Afterschool Mentor/Tutor Program; Six Week All Day Summer Program; Middle School Leadership / Life Skills Program; High School Leadership / Life Skills/ Job Preparation Program; Visual & Performing Art Academy; Ramon Avila Technology + Design Center; and Food Distribution once a week for families.
13. The total cost is \$66,000 and CPY will receive \$60,000 which will be covered by the CSS grant. CPY will provide an in kind match of \$6,000.
14. CPY will provide City with records as requested pertaining to the enrollment and completion of program participants.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless CPY, its officers, agents,

and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. CPY shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to CPY or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Shari Hastey
Community Partnership for Youth
775 Kimball Avenue
Seaside CA 93955
Telephone: 831.595.1471

Nicolas Borges
CITY OF SEASIDE
Acting City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. CPY shall keep full and detailed accounts and exercise such controls as

may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CPY' auditor shall be afforded access to the CPY' records, books, correspondence and other data relating to this MOU. CPY shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CPY agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CPY shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CPY from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. CPY shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

COMMUNITY PARTNERSHIP FOR YOUTH

By: _____

Nicolas Borges
Its: Acting City Manager

By: _____

Shari Hastey
Its: Executive Director

EXHIBIT A

Community Social Services Grant Reporting Guidelines

Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to dmeewis@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting:
 - Q1 – July 2024 – September 2024
 - Q2 – October 2024 – December 2024
 - Q3 – January 2025 – March 2025
 - Q5 – April 2025 – June 2025
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Program Starts

Due Date

July 18, 2024

1 st Quarter Invoice Submission (July, August, September)	August 10, 2024
1 st Quarter back up documentation	September 30, 2024
1 st Quarter Report submission	
2 nd Quarter Invoice Submission (October, November, December)	November 10, 2024
Status Report to Council	December 19, 2024
2 nd Quarter back up documentation	December 31, 2024
2 nd Quarter Report submission	
3 rd Quarter Invoice Submission (January, February, March)	February 10, 2025
3 rd Quarter back up documentation	March 31, 2025
3 rd Quarter report submission	
4 th Quarter Invoice Submission (April, May, June)	May 10, 2025
4 th Quarter back up documentation	June 30, 2025
4 th Quarter report submission (final)	
Final Report to Council	August 21, 2025

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND PALENKE ARTS

This Memorandum of Understanding is made and entered into on July 18, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Palenke Arts (hereinafter "PA").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and PA intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Palenke Arts program with Community Social Services Grant funding will further this goal. PA agrees to comply with the terms of the grant.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is July 18, 2024, through June 30, 2025.
- 2.
3. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
4. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
5. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
6. PA will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
7. PA will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).
8. PA will present a status report to City Council, in December 2024,

and a final report no later than August 2025.

9. PA will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
10. PA must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
11. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
12. CBO will continue operating and fully staff their multicultural arts program providing services to youth and families.
13. CBO will use funding for operational support so that they may provide programming in the following areas, piano, guitar, ballet folklórico, hip hop dance and visual arts.
14. The total cost is \$66,000 and PA will receive \$60,000 which will be covered by the CSS grant. CBO will provide an in kind match of \$6,000.
15. CBO will provide City with records as requested pertaining to the enrollment and completion of program participants.
16. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless PA, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because

of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. PA shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to PA or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Juan L. Sanchez
Palenke Arts
Martin Luther King, Jr. School of the Arts
1713 Broadway Ave, Seaside, CA 93955
Telephone: (insert)

Nicolas Borges
CITY OF SEASIDE
Acting City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. CBO shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CBO' auditor shall be afforded access to the CBO' records, books, correspondence and other data relating to this MOU. CBO shall preserve these records, books, correspondence and other data relating to this

agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CBO agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CBO shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CBO from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. CBO shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

PALENKE ARTS

By: _____

Nicolas Borges
Its: Acting City Manager

By: _____

Juan L. Sanchez
Its: Executive Officer

EXHIBIT A

Community Social Services Grant Reporting Guidelines

Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to dmeewis@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting:
 - Q1 – July 2024 – September 2024
 - Q2 – October 2024 – December 2024
 - Q3 – January 2025 – March 2025
 - Q5 – April 2025 – June 2025
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

July 18, 2024

1st Quarter Invoice Submission

August 10, 2024

(July, August, September)

1st Quarter back up documentation

September 30, 2024

1st Quarter Report submission

2nd Quarter Invoice Submission

(October, November, December)

November 10, 2024

Status Report to Council

December 19, 2024

2nd Quarter back up documentation

December 31, 2024

2nd Quarter Report submission

3rd Quarter Invoice Submission

February 10, 2025

(January, February, March)

3rd Quarter back up documentation

March 31, 2025

3rd Quarter report submission

4th Quarter Invoice Submission

May 10, 2025

(April, May, June)

4th Quarter back up documentation

June 30, 2025

4th Quarter report submission (final)

Community Social Services Grant Reporting Guidelines

Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to dmeewis@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Due Date

Program Starts

January 1, 2024

1st Quarter Invoice Submission

January 10, 2024

(January, February, March)

1st Quarter back up documentation

April 11, 2024

1st Quarter Report submission

2nd Quarter Invoice Submission

(April, May, June)

Status Report to Council

April 18, 2024

2nd Quarter back up documentation

July 11, 2024

2nd Quarter Report submission

3rd Quarter Invoice Submission

(July, August, September)

3rd Quarter back up documentation

October 10, 2024

3rd Quarter report submission

4th Quarter Invoice Submission

(October, November, December)

4th Quarter back up documentation

January 2, 2025

4th Quarter report submission (final)

Final Report to Council

January 16, 2025

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND THE VILLAGE PROJECT INC.

This Memorandum of Understanding is made and entered into on July 18, 2024, by and between the City of Seaside, (hereinafter "CITY"), and The Village Project Inc. (hereinafter "TVP").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and TVP intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Therapeutic Services program with Community Social Services Grant funding will further this goal. TVP agrees to comply with the terms of the grant.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is July 18, 2024, through June 30, 2025.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. TVP will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. TVP will invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (Exhibit A).
7. TVP will present a status report to City Council, in December 2024, and a final report no later than August 2025.

8. TVP will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. TVP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. TVP The Youth Intervention Specialist will build on the work that has already been carried out this past grant period which will include continuing the "One Circle" group. The Youth Intervention Specialist will necessarily utilize this group to carry out the broader work needed to prevent violence among youth who are outside this "Circle".
12. TVP The Youth Intervention Specialist will continue working with his current caseload of families and youth and use his vast knowledge of the community and families to introduce himself to new youth and their families as needed.
13. TVP The Youth Intervention Specialist will mentor and train the Youth Intervention Assistant to support the efforts of the program. The Assistant will support the Specialist in carrying out the listed activities.
14. TVP The addition of the Youth Intervention Assistant will allow for our program to be in different places of critical need and build up capacity for sustainability
15. The Youth Intervention Assistant and Specialist will attend group meetings at the local schools and cities, collaborative meetings with community partners, and expand the reach of the program.
16. TVP full-time therapist will strictly adhere to all Confidentiality and Health Insurance Portability and Accountability Act (HIPA) laws and regulations for the protection of clients.
17. TVP The Youth Intervention Specialist will use already tried and true methods of gaining trust with these youth in order to meet with them either individually or in groups and use lessons learned from

the forming of the "One Circle" group to engage them in a positive manner with the goal of having them become members of "One Circle"

18. TVP The Youth Intervention Specialist will maintain collaborative relationships with the Seaside Youth Resource Center, community youth organizations, faith institutions and with schools, especially the ones that these students attend, in order to provide students with a school-community continuum of care.
19. TVP full-time Youth Intervention Specialist will use already tried and true methods of gaining trust with these youth in order to meet with them individually or groups.
20. TVP full-time Youth Intervention Specialist will maintain collaborative relationships with the Seaside Youth Resource Center, community youth organizations, faith institutions and with schools in order to provide students with a school-community continuum of care.
21. TVP full-time Youth Intervention Specialist will report in to the Executive Director/Clinical Director of The Village Project, Inc. on a regular basis for update purposes.
22. TVP full-time Youth Intervention Specialist will adhere to all Confidential and Health and Insurance Portability and Accountability Act (HIPA) laws and regulations for the protection of youth and families.
23. TVP The goal for the Youth Intervention Specialist is to work with approximately 60-70 youth and their families throughout the period of this grant.
24. The total cost is \$66,000 and TVP will receive \$60,000 which will be covered by the CSS grant. TVP will provide an in kind match of \$6,000.
25. TVP will provide City with records as requested pertaining to the enrollment and completion of program participants.
26. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless TVP, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. TVP shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to TVP or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Stacie Andrews, Executive Director
THE VILLAGE PROJECT INC.
1069 Broadway Avenue, Suites 200-201
Seaside CA 93955
Telephone: 831.392.1500

Nicolas Borges
CITY OF SEASIDE

Acting City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. TVP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and TVP' auditor shall be afforded access to the TVP' records, books, correspondence and other data relating to this MOU. TVP shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, TVP agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. TVP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve TVP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. TVP shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

THE VILLAGE PROJECT

By: _____
Nicolas Borges
Its: Acting City Manager

By: _____
Stacie Andrews
Its: Executive Director

EXHIBIT A

Community Social Services Grant Reporting Guidelines

Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to dmeewis@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting:
 - Q1 – July 2024 – September 2024
 - Q2 – October 2024 – December 2024
 - Q3 – January 2025 – March 2025
 - Q5 – April 2025 – June 2025
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Program Starts

Due Date

July 18, 2024

1 st Quarter Invoice Submission (July, August, September)	August 10, 2024
1 st Quarter back up documentation	September 30, 2024
1 st Quarter Report submission	
2 nd Quarter Invoice Submission (October, November, December)	November 10, 2024
Status Report to Council	December 19, 2024
2 nd Quarter back up documentation	December 31, 2024
2 nd Quarter Report submission	
3 rd Quarter Invoice Submission (January, February, March)	February 10, 2025
3 rd Quarter back up documentation	March 31, 2025
3 rd Quarter report submission	
4 th Quarter Invoice Submission (April, May, June)	May 10, 2025
4 th Quarter back up documentation	June 30, 2025
4 th Quarter report submission (final)	
Final Report to Council	August 21, 2025

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND ACTION COUNCIL OF MONTEREY COUNTY, INC ON BEHALF OF
BUILDING HEALTHY COMMUNITIES MONTEREY COUNTY**

This Memorandum of Understanding is made and entered into on July 18, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Action Council / Building Healthy Communities (hereinafter "ACTION / BHC").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and ACTION / BHC intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Youth Leadership Academy program with Community Social Services Grant funding will further this goal. ACTION / BHC agrees to comply with the terms of the grant.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is July 18, 2024, through June 30, 2025.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. ACTION / BHC will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. ACTION / BHC will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).

7. ACTION / BHC will present a status report to City Council, in December 2024, and a final report no later than August 2025.
- 8.
9. ACTION / BHC will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
10. ACTION / BHC must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
11. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
12. ACTION / BHC will put together a very rough outline of curriculum and criteria for youth as well as the logistical needs for what the meetings will look like.
13. ACTION / BHC will implement the youth curriculum in the 8-week leadership academy that will seek to recruit a minimum of 40 youth from Seaside.
14. ACTION / BHC's leadership academy will include the planning of a youth summit that will serve as a launching point for future organizing work for the youth.
15. ACTION / BHC's implementation of summit with 100 youth from Seaside.
16. The total cost is \$88,000 and ACTION / BHC will receive \$80,000, which is covered by the CSS grant. ACTION / BHC will provide an in kind match of \$8,000
17. ACTION / BHC will provide City with records as requested pertaining to the enrollment and completion of program participants.
18. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose
19. Intellectual property: Each party will retain exclusive interest in and

ownership of its intellectual property developed under this agreement. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless ACTION / BHC, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. ACTION / BHC shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to ACTION / BHC or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Andrea Manzo, Executive Director
Action Council
295 Main Street, Suite 500

Salinas CA 93901
Telephone: 831.783.1244 ext 106
Fax: 831.783.1276

Nicolas Borges
CITY OF SEASIDE
Acting City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. ACTION / BHC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and ACTION / BHC' auditor shall be afforded access to the ACTION / BHC' records, books, correspondence and other data relating to this MOU. ACTION / BHC shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, ACTION / BHC agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. ACTION / BHC shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve ACTION / BHC from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. ACTION / BHC shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

ACTION COUNCIL

By: _____

Nicolas Borges

Its: Acting City Manager

By: _____

Andrea Manzo

Its: Executive Director

EXHIBIT A

Community Social Services Grant Reporting Guidelines

Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to dmeewis@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting:
 - Q1 – July 2024 – September 2024
 - Q2 – October 2024 – December 2024
 - Q3 – January 2025 – March 2025
 - Q5 – April 2025 – June 2025
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

July 18, 2024

1st Quarter Invoice Submission

August 10, 2024

(July, August, September)

1st Quarter back up documentation

September 30, 2024

1st Quarter Report submission

2nd Quarter Invoice Submission

(October, November, December)

November 10, 2024

Status Report to Council

December 19, 2024

2nd Quarter back up documentation

December 31, 2024

2nd Quarter Report submission

3rd Quarter Invoice Submission

February 10, 2025

(January, February, March)

3rd Quarter back up documentation

March 31, 2025

3rd Quarter report submission

4th Quarter Invoice Submission

May 10, 2025

(April, May, June)

4th Quarter back up documentation

June 30, 2025

4th Quarter report submission (final)

Final Report to Council	August 21, 2025
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4 th Quarter back up documentation	January 2, 2025
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4 th Quarter report submission (final)	
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Final Report to Council	January 16, 2025
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CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2024-2025 BUDGET IN THE AMOUNT OF \$55,660.00 FOR THE CITY'S COST SHARING BASED UPON THE MEMORANDUM OF UNDERSTANDING WITH REGEN MONTEREY

RECOMMENDATION

Adopt a resolution authorizing the Finance Director to amend the Fiscal Year 2024-2025 Budget in the amount of \$55,660.00 for the City's cost sharing based upon the Memorandum of Understanding with ReGen Monterey.

BACKGROUND

At the June 6, 2024, meeting, City Council adopted a Resolution authorizing an Amendment to the Memorandum of Understanding (MOU) between ReGen Monterey and its member agencies regarding the costs of implementing organic waste recycling laws. Each ReGen Monterey member agency pays a proportion based on the tasks applicable to their jurisdiction and their population. The proportional amount for the City of Seaside (Exhibit B) to pay is \$92,660.00 in Fiscal Year 2024-2025. The payment covers program administration, public education, monitoring, reporting and edible food recovery capacity building, and program administration and outreach required by SB 1383 as well as Franchise Agreement oversight for jurisdictions using Greenwaste Recovery such as the City of Seaside. The payment is funded through the Franchise Fees collected from Greenwaste Recovery.

ReGen Monterey splits the billing into two invoices per year, charging only costs incurred up to the amount approved in the MOU (\$92,660.00). Historically, this MOU

has been paid out of the City Manager's office, Consultant account (account # 100-2010-1030). During budget preparations this year, \$37,000.00 was budgeted, which was calculated based on only one of the previous year's invoices instead of the actual amount in the MOU. Therefore, the amount in the adopted budget will not cover the full cost of this agreement. An additional \$55,660.00 is needed to cover the City's shared cost per the MOU and approved by Council on June 6, 2024.

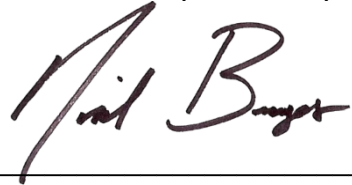
FISCAL IMPACT

The proportional amount for the City of Seaside for the ReGen Monterey SB 1383 Memorandum of Understanding is \$92,660.00. The Fiscal Year 2024-2025 Budget includes \$37,000.00 and an additional \$55,660.00 is to be appropriated from the General Fund to Account No. 100-2010-1030 (City Manager's Consultant account), which is paid from the Franchise Fees collected from Greenwaste Recovery.

ATTACHMENTS

1. Resolution
 2. Exhibit B - Annual Proportionate Shares & Costs
-

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. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2024-2025 BUDGET IN THE AMOUNT OF \$55,660.00 FOR THE CITY'S COST SHARING BASED UPON THE MEMORANDUM OF UNDERSTANDING WITH REGEN MONTEREY

WHEREAS, on June 6, 2024, the City Council approved an Amendment to the Memorandum of Understanding between ReGen Monterey and its member agencies regarding the costs of implementing organic waste recycling laws; and

WHEREAS, the proportional amount for the City of Seaside to pay is \$92,660.00; and

WHEREAS, the amount owed is paid from the General Fund, funded through the Franchise Fees collected from Greenwaste Recovery; and

WHEREAS, the amount is paid out of the City Manager's office, Consultant account, and the Fiscal Year 2024-2025 Budget is \$37,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve a budget amendment appropriating \$55,660.00 from the General Fund to the City Manager's Consultant account (100-2010-1030) for the SB 1383 Compliance Assistance per the Memorandum of Understanding with ReGen Monterey for Fiscal Year 2024/2025.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day of July 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 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.



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

DATE: July 25, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN EMERGENCY WATER
INTERTIE AND TRANSFER AGREEMENT BETWEEN MARINA
COAST WATER DISTRICT AND CITY OF SEASIDE**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an Emergency Water Intertie and Transfer Agreement between Marina Coast Water District and City of Seaside.

BACKGROUND

The City of Seaside has 32,000 residents per the last census. Seaside Municipal Water Well (SMWS) serves 2947 residents (799 connections) in Seaside. SMWS serves 9% of the City's population and has one active potable (drinking) water well. It is called Water Well No. 4, and it is located at Juarez Street across from the street from 1761 Juarez Street. The State Water Resources Control Board – Division of Drinking Water requires that any community water system using only groundwater shall have a minimum of two approved sources. The system shall be capable of meeting maximum day demand (MDD) with the highest-capacity source off line per California Code of Regulations Title 22, Section 64554(c). SMWS does not have a second drinking water well, at this time. Currently, if SMWS has a problem with its potable well, it needs to obtain water from California American Water (CalAm) through an intertie at LaSalle Avenue and Juarez Street or LaSalle Avenue and Lincoln Street. In May 2023, CalAm relayed to the City they cannot guarantee water to SMWS if and when there is a malfunction with the SMWS potable water well because it may not have the water capacity. Their first obligation is to provide water to its own customers. They may not have the water capacity to serve SMWS in an emergency situation. The City needs to have a back-up potable water well constructed. The City is designing a back-up potable water well and

seeking funding for its construction. However, the completion of design and construction would take at least a couple years to complete.

City of Seaside staff coordinated with Marina Coast Water District (MCWD) for design and construction of an intertie with their system so that in the event of an emergency Seaside could obtain potable water for direct use. Design of the intertie was completed in early June. The project was released for construction bids on June 13, 2024, and bids were received on July 9th. Award of the construction agreement is being considered by the City Council for approval at this July 25th Council Meeting.

For the City to use water through the intertie, the City needs to have an agreement with the MCWD. MCWD developed the attached Emergency Water Intertie and Transfer Agreement. The main points of the Agreement are:

1. MCWD is willing to provide a limited amount of potable groundwater on an emergency basis subject to the terms and conditions set forth in this Agreement.
2. MCWD may provide up to 500 GPM of potable water on an emergency basis subject to the statutory exemption for "specific actions necessary to prevent or mitigate an emergency" found in Public Resources Code section 21080, subdivision (b)(4) and California Code of Regulations, tit. 14, section 15269 or other applicable CEQA exemptions.
3. Upon delivery of MCWD water to the Seaside system, Seaside shall cause all other interties to the Seaside system to be secured and air gapped or locked shut with MCWD locks to the extent possible.
4. The transfer of any water received under this Agreement to another entity for delivery to that entity's customers is strictly prohibited.
5. The water delivered under this agreement will be used exclusively for domestic potable use within the Seaside-owned municipal water system. MCWD shall have the exclusive right to own and recapture any and all water delivered under this Agreement that is deemed to transfer into the stormwater system, percolate into the groundwater aquifer, or gather into the wastewater collection system, to the extent allowed and specifically provided for by state or federal law.
6. The intertie shall be located at San Pablo Avenue at Nadina Street.
7. Seaside agrees to pay MCWD's monthly fixed charge and the volumetric charge for water delivered to the Point of Delivery at the Ord Community potable water rate per HCF in effect at the time of each delivery, plus Twenty five Percent (25.0%).
8. Seaside's authorized place of use of any water transferred to it under this Agreement shall be limited for use within the Seaside Municipal Water System.
9. Seaside agrees to obtain any and all required governmental and regulatory approvals for this Agreement.
10. MCWD customer demands shall have priority over delivery of potable water to Seaside pursuant to this Agreement. MCWD does not guarantee pressure, quantity, or continuity of water service to Seaside Municipal Water System customers.

The City Attorney and City Engineer worked on amendments to the Agreement with

MCWD's staff and counsel after the initial agreement was presented. There is one point that City staff and MCWD staff and their legal counsel are still not in agreement with. In regard to the language about MCWD having the right to own and recapture any and all water delivered and paid for by SMWS under the Agreement, MCWD disagrees with the language "to the extent allowed and specifically provided for by state or federal law". Otherwise, the language of the Intertie Agreement appears to be acceptable. City staff and the City Attorney are recommending that the Council approve the agreement in substantially the form as attached with authority granted to the City Attorney to make modifications consistent with the Council's direction.

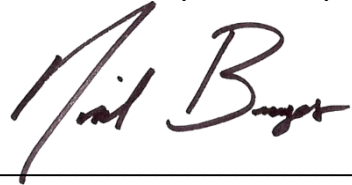
FISCAL IMPACT

The cost for water from MCWD is less than what the SMWS charges their customers. There is no financial or water credit impact to the City.

ATTACHMENTS

1. Resolution
2. Exhibit A - Emergency Water Intertie and Transfer Agreement

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 AN EMERGENCY WATER INTERTIE AND TRANSFER
AGREEMENT BETWEEN MARINA COAST WATER DISTRICT AND CITY OF
SEASIDE**

WHEREAS, Seaside Municipal Water System (SMWS) serves 2947 residents in the City of Seaside, and it has only one active potable water well, Well No. 4 on Juarez Street; and

WHEREAS, the State Water Resources Control Board – Division of Drinking Water requires that any community water system using only groundwater shall have a minimum of two approved sources; and

WHEREAS, the water system shall be capable of meeting maximum day demand (MDD) with the highest-capacity source off line per California Code of Regulations Title 22, Section 64554(c); and

WHEREAS, SMWS does not have a second drinking water well; and

WHEREAS, when SMWS has a problem with its well it obtains water from California American Water through an intertie at LaSalle Avenue and Juarez Street or LaSalle Avenue and Lincoln Street; and

WHEREAS, CalAm cannot guarantee water to SMWS when there is a malfunction with the SMWS potable water well; and

WHEREAS, SMWS needs to have a back-up potable water well constructed, but it would take at least a couple years to complete; and

WHEREAS, Marina Coast Water District is also adjacent to SMWS and is willing to provide an emergency interconnection; and

WHEREAS, MCWD developed the Emergency Water Intertie and Transfer Agreement as provided with Exhibit A in conjunction with the City Attorney and City staff; and

WHEREAS, the City had an intertie with MCWD designed, and the project was issued for construction bids in June; and

WHEREAS, Bids for the SMWS to MCWD Intertie Project were received on July 9th; and

WHEREAS, it is prudent for SMWS to enter into the Emergency Water Intertie and Transfer Agreement with MCWD before a construction agreement is awarded; and

WHEREAS, award of the construction agreement for construction of the SMWS to MCWD Intertie Project is being considered by the City Council for approval at this July 25th Council Meeting; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Emergency Water Intertie and Transfer Agreement between Marina Coast Water District and City of Seaside in substantially a similar form as attached as Exhibit A with authority granted to the City Attorney to make modifications consistent with the Council's direction.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25th day of July 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

EMERGENCY WATER INTERTIE AND TRANSFER
between
MARINA COAST WATER DISTRICT
and
CITY OF SEASIDE

This Agreement is entered into effective _____, 2024, between MARINA COAST WATER DISTRICT, a public entity (“MCWD”), and the CITY OF SEASIDE, a public entity (“Seaside”), singularly, “Party” and jointly, “Parties,” with reference to the following:

1. Purpose. Parties are adjoining water providers and provide municipal and industrial water to their respective water customers. Seaside has informed MCWD that Seaside may need additional potable water for direct use in the event of an emergency and has requested MCWD to provide potable water on an emergency basis from MCWD’s water supply in the event of an emergency. Based on the foregoing, MCWD is willing to provide a limited amount of potable groundwater on an emergency basis subject to the terms and conditions set forth in this Agreement.
2. Water Transfer Amount. If Seaside declares that an emergency to its ability to supply water has occurred and MCWD’s General Manager confirms that the water shortage emergency is due to the failure of one of Seaside’s in-service wells, MCWD may provide up to 500 GPM of potable water on an emergency basis subject to the statutory exemption for “specific actions necessary to prevent or mitigate an emergency” found in Public Resources Code section 21080, subdivision (b)(4) and California Code of Regulations, tit. 14, section 15269 or other applicable CEQA exemptions.
3. Suspension of deliveries by others. As a condition to receive MCWD water under this Agreement and in order to ensure adequate water quality, upon delivery of MCWD water to the Seaside system, Seaside shall cause all other interties to the Seaside system to be secured and air gapped to the extent possible. Should an airgap be infeasible the associated valves will be locked shut with MCWD locks.
4. Export of water. The transfer of any water received under this Agreement to another entity for delivery to that entity’s customers is strictly prohibited.
5. Water Allocation. This Agreement shall not confer upon Seaside any rights to District water supplies. The water delivered under this agreement will be used exclusively for domestic potable uses within the Seaside-owned municipal water system. Except as set forth in the preceding sentence, water supplied hereunder will not be sold, resold, stored, exchanged, or transferred by Seaside. The District shall have the exclusive right to own and recapture any and all water delivered under this Agreement that is deemed to transfer into the stormwater system, percolate into the groundwater aquifer, or gather into the wastewater collection system, to the extent allowed and specifically provided for by state or federal law. .
6. Point of Delivery/Intertie, Metering, and Additional Requirements.

6.01. The Point of Delivery for the water shall be located at San Pablo Avenue at Nadina St, and as depicted in Exhibit “A”, attached hereto. Seaside shall purchase and install at its expense a meter vault with an 8-inch magnetic meter, 8-inch ultrasonic meter, pressure reducing

valves, gate valves and the associated piping and fittings, as shown on the attached plan set. All component makes and models shall be determined by MCWD.

6.02. The facility is located in the San Pablo Avenue right-of-way. A separate easement is not required.

6.03. All improvements up to and including, but not limited to, all meters and other equipment required to be furnished and/or installed under this Agreement shall become the sole property of the MCWD upon acceptance of the work.

6.04. MCWD shall be responsible for all meter and equipment testing prior to acceptance by MCWD and during the duration of this Agreement. Seaside shall reimburse MCWD for all such meter and equipment testing costs.

6.05. All required equipment installation and all required work shall be completed to the satisfaction and acceptance of MCWD before any water will be delivered by MCWD to Seaside under this Agreement.

7. Price. Seaside agrees to pay MCWD's monthly fixed charge and the volumetric charge for water delivered to the Point of Delivery at the Ord Community potable water rate per HCF in effect at the time of each delivery, plus Twenty five Percent (25.0%). The price includes MCWD's forgone capacity costs, conveyance costs and additional operations and coordination costs to pump and transport the water to the Point of Delivery. For so long as the meter is in place Seaside will pay MCWD's then-in-effect fixed water charge. However, should Seaside request the meter be removed and it is removed by MCWD, the monthly fixed water charge will be suspended and be reinstated upon reinstallation of the meter. For any amounts due hereunder, Seaside shall pay MCWD within thirty (30) calendar days from the date of the invoice. Any disputed bills shall be paid in full by Seaside and then resolved through the Dispute Resolution procedure.

8. Place of Use of Transferred Water. The Parties agree that Seaside's authorized place of use of any water transferred to it under this Agreement shall be limited for use within the Seaside Municipal Water System.

9. Governmental and Regulatory Approvals. Seaside agrees to obtain any and all required governmental and regulatory approvals for this Agreement. Should Seaside request MCWD's assistance in obtaining any such approvals, Seaside agrees to provide MCWD with a written scope of assistance needed. MCWD will then determine to what extent it can provide such assistance, if any. Seaside agrees to reimburse MCWD for its reasonable expenses in providing any assistance.

10. Delivery of Water is Not Guaranteed. Priority of Water Delivery. MCWD makes no guarantee as to pressure, quantity, or continuity of service and shall not be liable under any circumstances for loss or damage from a deficiency or failure to supply water, without limitation. MCWD will use reasonable commercial efforts to deliver the water under this Agreement. Seaside acknowledges and agrees that delivery of potable water to meet MCWD customer demands shall have priority over delivery of potable water to Seaside pursuant to this Agreement.

11. Dispute Resolution.

a. Dispute resolution procedure. If any dispute arises between the Parties as to the proper interpretation or application of this Agreement, the Parties shall resolve the dispute in accordance with this section.

b. Duty to meet and confer. If any dispute under this Agreement arises, the Parties shall first meet and confer in an attempt to resolve the matter. Each Party shall make all commercially reasonable efforts to provide to the other Party all the information that the Party has in its possession that is relevant to the dispute, so that both Parties will have ample information with which to reach a decision.

c. Mediation. If the dispute is not resolved within sixty (60) days after the first meeting under Subsection 11b, then any Party may notify the other Party that the notifying Party elects to submit the dispute to mediation. If the other Party agrees to submit the dispute to mediation, then the Parties will jointly select a mediator. The terms of mediation shall be set by agreement of the Parties and the mediator.

d. Binding Arbitration.

(1) If the dispute is not resolved by meeting and conferring, and mediation does not occur or is unsuccessful, any Party may serve the other Party with a request for binding arbitration by a single neutral arbitrator. The request must set forth the nature of the dispute and the claim or relief sought.

(2) The Parties will jointly select a single arbitrator. If the Parties cannot agree on a person to serve as the arbitrator, the dispute shall be submitted to one neutral arbitrator selected from a list of at least three neutral arbitrators proposed by mutual agreement of the Parties. Each candidate shall have at least five (5) years' experience with the same or similar type disputes as the dispute or disputes at issue unless the Parties agree otherwise. The Parties agree to select the arbitrator by alternate strikes. The Party who served the request for binding arbitration shall strike first. If the Parties are unable to agree on a single arbitrator, then the Parties shall request the Presiding Judge of the Monterey County Superior Court to appoint an arbitrator who has the above minimum required experience.

(3) The cost of the arbitrator shall be shared equally between the Parties.

(4) Unless otherwise agreed by the Parties, the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules"), but not necessarily under the auspices of JAMS. The Parties agree that they will faithfully observe the Rules and will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award.

(5) Notwithstanding the Rules, discovery will be permitted, and the provisions of the California Code of Civil Procedure Section 1283.05 are incorporated herein unless the Parties agree otherwise.

(6) The Parties hereby consent to the jurisdiction of the Monterey County Superior Court for the confirmation, correction or vacation of any arbitration award, except that

nothing in this Agreement is intended to prevent any disputing Party from filing a motion under Code of Civil Procedure Section 394.

(7) The arbitrator may grant any remedy or relief deemed by the arbitrator to be just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator will have no power to award punitive damages or other damages not measured by a Party's actual damages against any Party. The arbitrator's award will be deemed final, conclusive and binding to the fullest extent allowed by California law and may be entered as a final judgment in court.

12. This Agreement shall be governed by the laws of the State of California.

13. No Waiver. Failure of either Party to enforce any provision of this Agreement, or to require performance by either other Party of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

14. Indemnification. Seaside shall defend, indemnify, and hold harmless the MCWD, its board members, officers, agents, representatives, contractors, and employees, including all assisting personnel, from and against (a) all actions, claims, damages, or costs, including attorneys' fees awarded in any proceedings, challenging MCWD's approval of this Agreement, this Agreement, or this water transfer and (b) all claims, losses, damages, costs, expenses, and liability, including consequential damages, resulting from injury to or death of person or damage to, or destruction of property, including the loss of the use thereof, arising out of or in any manner connected with the water transfer by the MCWD, excepting only such loss, damage, cost, expense, or liability as may be caused by the gross negligence or willful misconduct of the MCWD's board members, officers, agents, representatives, contractors, and employees. Seaside shall, at its sole cost and expense, on MCWD's written request, defend any suit to final judgment asserting a claim covered by this indemnity provision. Seaside's selection of the defending law firm and lead attorney shall be subject to MCWD's prior approval, which approval shall not be unreasonably withheld. Seaside shall, upon written request of MCWD pay, or at MCWD's option reimburse the MCWD for, all reasonable costs for defense of any such action and preparation of any administrative record, including MCWD staff time, costs of transcription and duplication. MCWD shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender under this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by MCWD under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) for this agreement or any decisions made by the MCWD relating to the approval of this agreement or this water transfer.

15. Assignment. No Party may sell, transfer, or assign any of its right or interest under this Agreement, in whole or in part.

16. Amendment. This Agreement or any provision hereof may be amended, altered, changed, waived, or terminated only by a writing signed by both Parties.

17. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Agreement are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes

final, the Parties agree to amend the terms in a reasonable manner to achieve the intention of the Parties without invalidity. If the terms cannot be amended thusly, the invalidity of one or several terms will not affect the validity of the Agreement as a whole, unless the invalid term or terms are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid term or terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

18. No Third-Party Beneficiaries. Except for the Parties and their respective successors and assigners, nothing in this Agreement, whether express or implied, is intended to confer any rights on any person or entity whatsoever.

19. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

20. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

21. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

22. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to the other Parties in compliance with this section):

If delivered to Seaside:

City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

If delivered to MCWD:

General Manager
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

23. No Party Drafter. No Party to this agreement shall be considered its drafter. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

DRAFT JULY 2024

IN WITNESS WHEREOF, each Party has executed the Agreement with the approval of its governing body as of the latest date written below.

MARINA COAST WATER DISTRICT

By Remleh Scherzinger MBA, CSDM, PE
Title: General Manager
Date

CITY OF SEASIDE

By
Title: City Manager
Date



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

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT, APPROPRIATING \$116,203.20 FROM THE SEASIDE MUNICIPAL WATER SYSTEM FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$304,817.00 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$350,539.55

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Seaside Municipal Water System to Marina Coast Water District Intertie Project, appropriating \$116,203.20 from the Seaside Municipal Water System (SMWS) Fund to the project budget, awarding a construction agreement to Anderson Pacific Engineering Construction, Inc. for an amount not to exceed \$304,817.00, establishing a 15% contingency for a total construction agreement amount not to exceed \$350,539.55, and authorizing the City Manager to execute the construction agreement, and approving any amendments, extensions, and change order until completion of the project in accordance with the plans and specification up to the total project construction amount.

BACKGROUND

The Seaside Municipal Water System to Marina Coast Water District Intertie Project consists of inter-connecting two water systems by providing a new 8-inch ductile iron pipeline, pressure-reducing valve station and metering station, with associated valves and instruments. The project is located at the northeast corner of San Pablo Avenue and Nadina Street in Seaside, California.

Design was completed, and the project was released for bids on June 13, 2024. The plans and specifications as edited by bid addendums are attached. Bids were received from five contractors on July 9, 2024 as follows:

Contractors	Bid
Anderson Pacific Engineering Construction, Inc.	\$304,817.00
Don Chapin Co., Inc.	\$385,225.00
Monterey Peninsula Engineering	\$380,500.00

Anderson Pacific Engineering Construction, Inc. was found to be the lowest responsive and responsible bidder, with a total bid of \$304,817.00. Anderson Pacific Engineering Construction, Inc. has satisfactorily completed similar construction projects in the Monterey Bay and Santa Cruz areas as the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie Project. Staff recommends a construction agreement for this project be awarded to Anderson Pacific Engineering Construction, Inc.

The proposed construction agreement with Anderson Pacific Engineering Construction, Inc., would be for a not to exceed amount of \$304,817.00. In addition, a construction agreement contingency of 15%, or \$45,722.55 is required for expenses from unforeseeable issues that arise during construction. The engineer's estimate without construction contingency for construction of the project was \$232,000.00.

Another expense which has already been approved for the SMWS to MCWD Intertie Project is the Professional Services Agreement (PSA) for an amount up to \$51,480.00 with Schaaf & Wheeler for design, bid support, and design services during construction. The PSA with Schaaf & Wheeler has already encumbered the project budget. The total budget remaining for the Project starting in Fiscal Year 2024/25 is \$302,185.00. Engineering will need \$5,000.00 set aside for public notifications and other project related costs, and \$62,848.65 for construction management and inspection services. With the mentioned costs and the construction cost, the total costs for the project this fiscal year amount to \$418,388.20.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Statutory Exempt under code 15282(k) which exempts the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. SMWS to MCWD Intertie Project constructs a new pipeline of approximately 50-ft in a street right-of-way.

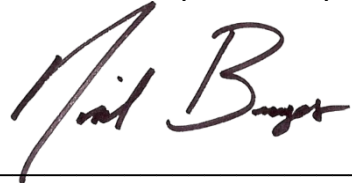
FISCAL IMPACT

The FY 2024/25 budget for the MCWD Intertie Project is \$302,185.00. There are not sufficient funds in the Project account (No. 401-8910-9570) to fund the construction agreement including contingency in the amount of \$350,539.55. An additional budget of \$116,203.20 is required for the project from the SMWS fund (Fund 401).

ATTACHMENTS

1. Resolution
 2. Construction Agreement
 3. Plans
 4. Conformed Specifications
-

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 THE PLANS AND SPECIFICATIONS FOR SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT, APPROPRIATING \$116,203.20 FROM THE SEASIDE MUNICIPAL WATER SYSTEM FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$304,817.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$350,539.55

WHEREAS, the Seaside Municipal Water System to Marina Coast Water District Intertie Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2024-2025 annual budget; and

WHEREAS, Schaaf & Wheeler Consulting Civil Engineers completed design of the Project on June 13, 2024; and

WHEREAS, the proposed construction of improvements includes a new 8-inch ductile iron pipeline, pressure-reducing valve station and metering station, with associated valves and instruments at the northeast corner of the San Pablo Avenue and Nadina Street Intersection.

WHEREAS, on June 13, 2023, the project was released for construction bids, and on July 9, 2024, three bids were received from Anderson Pacific Engineering Construction, Inc., Don Chapin Co., Inc., and Monterey Peninsula Engineering; and

WHEREAS, Anderson Pacific Engineering Construction, Inc. was determined to be the lowest responsive and responsible bid in the amount of \$304,817.00; and

WHEREAS, an additional amount of \$45,722.55 contingency, approximately 15% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Anderson Pacific Engineering Construction, Inc. has satisfactorily completed similar construction projects as the Seaside Municipal Water System to Marina Coast Water District Intertie Project in the Monterey Bay and Santa Cruz areas; and

WHEREAS, the other expenses of the project this fiscal year include construction management, inspection, materials testing, and public notifications which amount to \$67,848.65; and

WHEREAS, the current total fiscal year 2024/25 budget for MCWD Intertie Project (account no. 401-8910-9570) is \$302,185.00, not including encumbrances; and

WHEREAS, based upon the services necessary for the Project, an additional budget of \$116,203.20 is needed for the project for a total project construction budget of \$418,388.20; and

WHEREAS, the project is statutory exempt per under code 15282(k) of CEQA since the project does not exceed one mile of new pipeline installation; it constructs a new pipeline of 50 feet in a street right of way.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Seaside Municipal Water System to Marina Coast Water District Intertie Project dated June 2024; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council appropriates \$116,203.20 from the SMWS fund, fund 401, to the Project; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Anderson Pacific Engineering Construction, Inc. for an amount not to exceed of \$304,817.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute written amendments, extensions, and change orders to the construction agreement up to an additional 15% construction contingency such that the full construction agreement value may not exceed \$350,539.55.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25th day of July, 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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], 2024, by and between **Anderson Pacific Engineering Construction, Inc.** whose place of business is located at **1370 Norman Avenue, Santa Clara CA 95054** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the **25th day of July, 2024** awarded to Contractor the following Contract:

CONTRACT NUMBER 401-24-84

**Seaside Municipal Water System to Marina Coast Water District Intertie
located at
San Pablo Avenue and Nadina Street, Seaside, California, 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum, **Three Hundred Four Thousand Eight Hundred Seventeen Dollars and Zero Cents (\$304,817.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **180 Calendar Days (of which only 30 days are on-site)** from the Commencement Date and **15 Calendar** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. **Schaaf & Wheeler, Consulting Civil Engineers** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

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

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
General Requirements	Document 01 1100 through 01 7700
Project Plans, SMWS to MCWD Intertie, consisting of sheets 1 through 8.	

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

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the

awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Nicholas Borges
Acting City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113**BID FORM**

TO CITY OF SEASIDE

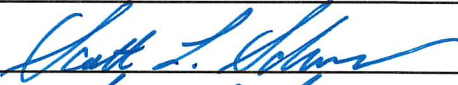
THIS BID IS SUBMITTED BY:

Anderson Pacific Engineering Construction, Inc.

(Firm/Company Name)

Re: **Seaside Municipal Water System to Marina Coast Water District Intertie located at San Pablo Avenue and Nadina Street, California 93955.**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder
<u>1</u>	<u>7/3/24</u>	
<u>2</u>	<u>7/5/24</u>	

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

SCHEDULE OF BID PRICES

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

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS	10,250	10,250
2	Sheeting, Shoring and Bracing	1	LS	4,000	4,000
3	Traffic Control	1	LS	8,800	8,800
4	Temporary Water Pollution Control	1	LS	5,000	5,000
5	Demolition	1	LS	9,000	9,000
6	Meter Vault, Valves and Piping	1	LS	180,000	180,000
7	Open Trench Pipelines	1	LS	45,000	45,000
8	Magnetic Water Meter	1	LS	8,372	8,372
9	Ultrasonic Water Meter	1	LS	9,995	9,995
10	Concrete Sidewalk	140	SF	50	7,000
11	Concrete Curb and Gutter	75	LF	60	4,500
12	Asphalt Concrete Pavement	15	SY	800	12,000
13	Curb Ramp Detectable Warning Surface	1	LS	900	900
TOTAL					304,817
The TOTAL BASE BID AMOUNT described in words is:					
<u>three hundred four thousand eight hundred seventeen</u>					
_____ and _____/100 DOLLARS)					

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

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

NAME OF BIDDER: Anderson Pacific Engineering Construction, Inc.

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

number: 245215 Expiration: ~~07/31/2024~~ 07/31/2026 *SM*

California

(Place of Incorporation, if Applicable)

Peter E. Anderson, President

(Principal)

Anne P. Anderson, Secretary

(Principal)

(Principal)

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


(Signature of Bidder)

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

Business Address:

1370 Norman Avenue

Santa Clara CA 95054

Contractor's Representative(s):

Peter E. Anderson, President

(Name/Title)

Anne P. Anderson, Secretary

(Name/Title)

Kevin Anderson, Project Manager

(Name/Title)

Officers Authorized to Sign Contracts

Peter E. Anderson, President

(Name/Title)

Kevin Anderson, Project Manager

(Name/Title)

N/A

(Name/Title)

Telephone Number(s):

408-970-9900

(Area Code)

(Number)

N/A

(Area Code)

(Number)

Fax Number(s):

408-970-9975

(Area Code)

(Number)

N/A

(Area Code)

(Number)

Date of Bid:

July 9, 2024

END OF DOCUMENT

SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE

SEASIDE, CALIFORNIA

PROJECT ADDRESS:
SAN PABLO AVE. AND NADINA ST.
SEASIDE, CA 93955

CITY OF SEASIDE:
PUBLIC WORKS DEPARTMENT
440 HARCOURT AVE.
SEASIDE, CA 93955
(831) 899-6827

MARINA COAST WATER DISTRICT:
OPERATIONS DEPARTMENT
2840 4TH AVE.
MARINA, CA 93933
(831) 784-3574



VICINITY MAP
SCALE: N.T.S.



PROJECT LOCATION
SCALE: N.T.S.

GENERAL SUMMARY OF WORK

THE WORK IS COMPRISED OF INTER-CONNECTING SMWS TO MCWD BY PROVIDING A NEW 8-INCH DUCTILE IRON PIPELINE, PRESSURE-REDUCING VALVE STATION AND METERING STATION, WITH ASSOCIATED VALVES AND INSTRUMENTS.

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	G-1	TITLE SHEET
2	G-2	NOTES, ABBREVIATIONS, AND SYMBOLS
3	G-3	SPECIFICATIONS
4	C-1	SURVEY CONTROL AND DEMOLITION
5	C-2	SITE PLAN
6	C-3	DETAILS I
7	C-4	DETAILS II
8	C-5	DETAILS III
REF	C22-A	GJMB PHASE V, SAN PABLO AVE P&P

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE



1-800
227-2600
TWO WORKING DAYS
BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			



CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6827

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



SMWS TO MCWD INTERTIE
TITLE AND LOCATION

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

SHEET
G-1
1 OF 8

SUBMITTED:  6/7/2024
ANDREW A. STERBENZ, PE
SCHAAF & WHEELER
DATE

APPROVED:  6/11/2024
NISHA PATEL, PE
PUBLIC WORKS DIRECTOR/CITY ENGINEER, CITY OF SEASIDE
DATE

GENERAL NOTES

1. SHOULD IT APPEAR THAT THE WORK TO BE PERFORMED OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER AT (831) 899-6884 WITH ANY QUESTIONS OR DISCREPANCIES. ANY REVISIONS REQUIRE OWNER'S APPROVAL BEFORE PROCEEDING WITH REVISED PLANS.
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CIVIL ENGINEER AND THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THE PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CIVIL ENGINEER.
3. CONTRACTOR SHALL POSSESS A VALID CLASS A - GENERAL ENGINEERING CONTRACTOR LICENSE AT THE TIME THE CONTRACT IS AWARDED AND SHALL MAINTAIN THROUGHOUT THE LENGTH OF CONTRACT.
4. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.
5. CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS PERTAINING TO EXCAVATION AND TRENCHING. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
6. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH, STRUCTURE AND/OR BORING AND JACKING PIT IS REQUIRED, THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
7. INFORMATION CONCERNING EXISTING UTILITIES IS NOT GUARANTEED; LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. DISTRICT DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS NECESSARY TO PROTECT UTILITY LINES, PIPES, OR STRUCTURES.
8. CONTRACTOR SHALL REQUEST THAT UNDERGROUND FACILITIES BE LOCATED AND MARKED IN THE FIELD A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION BY CALLING UNDERGROUND SERVICE ALERT (USA) AT 800.227.2600.
9. CONTRACTOR SHALL POTHOLE, EXCAVATE, AND EXPOSE ALL UTILITY CROSSINGS OR CONNECTIONS AFFECTED BY THE WORK. ALL EXISTING UTILITIES SHALL BE ADEQUATELY SUPPORTED AND PROTECTED TO THE SATISFACTION OF THE DISTRICT. IN THE EVENT OF DAMAGE TO ANY UTILITY OCCASIONED BY THE CONTRACTOR OPERATIONS, THE CONTRACTOR, AT HIS SOLE COST AND EXPENSE, WILL IMMEDIATELY CAUSE REPAIRS TO BE MADE TO THE SATISFACTION OF THE AFFECTED UTILITY. NOTIFY THE PROJECT ENGINEER OF ANY ADJUSTMENTS NECESSITATED BY WAY OF CONFLICT WITH EXISTING UTILITIES.
10. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MEN, CONES OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE SPECIFICATIONS.
11. MAINTAIN ONE-WAY TRAFFIC ON PUBLIC AND PRIVATE ROADS, PAVED OR UNPAVED, ON WHICH WORK IS BEING PERFORMED DURING WORKING HOURS, OR COORDINATE WITH OWNER TO PROVIDE AN ACCEPTABLE DETOUR ROUTE AROUND THE WORKING AREA. MAINTAIN NORMAL TRAFFIC TRAVEL WIDTH DURING NON-WORKING HOURS. REFER TO ENCROACHMENT PERMITS, LICENSES, EASEMENT CONDITIONS AND TRAFFIC PLANS, WHERE APPLICABLE, AS INCLUDED IN THE SPECIFICATIONS.
12. THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR ANY PRIVATE PROPERTY ADJACENT TO THE WORK AREA THROUGHOUT THE PERIOD OF CONSTRUCTION.
13. CONTRACTOR SHALL REPLACE, AT HIS EXPENSE, ALL TREES, SHRUBS, LAWNS, FENCES, IRRIGATION SYSTEMS AND IMPROVEMENTS WHICH ARE TO REMAIN INTACT BUT HAVE BEEN REMOVED OR DAMAGED DURING CONSTRUCTION.
14. ALL PERMANENT IMPROVEMENTS REMOVED OR DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL LOCATION AND CONDITION BY THE CONTRACTOR USING NEW MATERIALS AS DIRECTED BY THE ENGINEER.
15. ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND PUBLIC RIGHT-OF-WAY.
16. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO KEEP PUBLIC STREETS FREE FROM DIRT AND DEBRIS. SHOULD ANY DIRT OR DEBRIS BE DEPOSITED IN PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL REMOVE IT IMMEDIATELY.
17. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT ON SITE OR IN THE STREET RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY.
18. CONTRACTOR SHALL OBTAIN CITY OF SEASIDE ENCROACHMENT PERMITS FOR WORK WITHIN PUBLIC RIGHT-OF-WAY AND EASEMENTS. CONTRACTOR IS RESPONSIBLE FOR ANY/ALL PERMITS AND ASSOCIATED FEES FOR ENTRY OR USE OF PRIVATE PROPERTY.
19. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH COULD CONTAIN AIR) THAT IS NOT READILY VENTILATED MAY BE CONSIDERED A "CONFINED SPACE".
20. THE CONTRACTOR SHALL NOT DESTROY ANY PERMANENT SURVEY POINTS. ANY PERMANENT MONUMENTS OR POINTS DESTROYED SHALL BE REPLACED BY A LICENSED ENGINEER OR LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AN AIRBORNE DUST NUISANCE FROM THE CONSTRUCTION SITE BY WATERING AND/OR TREATING THE SITE IN SUCH A MANNER TO LIMIT THE EXTENT OF AIRBORNE DUST PARTICLES.
22. SITE WORK HOURS ARE 8:00 A.M. TO 5:00 P.M. MONDAY THRU FRIDAY. NO GRADING WORK SHALL BE PERFORMED ON SATURDAYS, SUNDAYS OR OBSERVED NATIONAL HOLIDAYS.

23. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SITE STORM WATER POLLUTION PREVENTION AND IMPLEMENTING NECESSARY BEST MANAGEMENT PRACTICES. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY. WET SEASON CONTROLS ARE REQUIRED (MINIMUM) BETWEEN OCTOBER 15 AND APRIL 15.
24. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND PROCEDURES OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR MUNICIPAL, CONSTRUCTION AND INDUSTRIAL ACTIVITIES AS PROMULGATED BY THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD OR ANY OF ITS' REGIONAL WATER QUALITY CONTROL BOARDS. REFER TO THE FOLLOWING GENERAL PERMITS
- a. WOO 2022-0057-DWQ, GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES
- b. WOO 2013-0001-DWQ, GENERAL PERMIT FOR STORM WATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)
25. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE FOLLOWING LIST OF STANDARDS ARE/OR SPECIFICATIONS ARE INCORPORATED INTO THESE PLANS BY REFERENCE. DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE STANDARDS INCLUDING:
- a. MCWD STANDARD DETAILS AND SPECIFICATIONS
- b. CITY OF SEASIDE MUNICIPAL CODE
- c. CITY OF SEASIDE STANDARD DETAILS AND SPECIFICATIONS
- d. STANDARD SPECIFICATIONS, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, 2023 EDITION
- e. STANDARD PLANS, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), 2023 EDITION
26. IF ARCHAEOLOGICAL RESOURCES OR HUMAN REMAINS ARE DISCOVERED DURING CONSTRUCTION, THE COUNTY CORONER SHALL BE NOTIFIED AND WORK SHALL BE HALTED TO WITHIN 150-FEET OF THE FIND UNTIL IT CAN BE EVALUATED BY A QUALIFIED PROFESSIONAL ARCHAEOLOGIST. IF THE FIND IS SIGNIFICANT, APPROPRIATE MITIGATION MEASURES SHALL BE FORMULATED AND IMPLEMENTED.
27. THE CONTRACTOR SHALL SUBMIT TWO SETS OF 'RED-LINE' AS-BUILT PLANS TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS.
28. RECORD DRAWING OF THE EXISTING WATER MAIN IN SAN PABLO AVENUE IS PROVIDED FOR REFERENCE.

LEGEND

DESCRIPTION	EXISTING	PROPOSED
BENCHMARK / SOIL BORING		
BOLLARD		
MANHOLE		
VALVE		
CATCH BASIN / DRAIN INLET / AREA DRAIN		
WATER METER		
SIGN		
UTILITY BOX (SIZE VARIES)		
BUILDING LINE		
CONCRETE		
FENCE		
NATIVE SOIL		
AGGREGATE BASE		
CRUSHED ROCK		
ASPHALT CONCRETE (PLAN)		
ASPHALT CONCRETE (SECTION)		
GROUT		
STORM DRAIN INFILTRATION		
CENTERLINE		
EDGE OF PAVEMENT		
SANITARY SEWER		
STORM DRAIN		
WATER		
UNDERGROUND GAS		
JOINT TRENCH		
FORCEMAIN		
TELEPHONE		
ELECTRICAL		
OVER HEAD ELECTRICAL		
ABANDONED PIPE		
DEMOLITION		
IMPORT NATIVE FILL		

ABBREVIATIONS

AB	ANCHOR BOLT, AGGREGATE BASE
AC	ASPHALTIC CONCRETE
APPROX	APPROXIMATE
AVAR	AIR VACUUM AIR RELEASE
BFP	BACK FLOW PREVENTER
BM	BENCHMARK
CI, CIP	CAST IRON PIPE
CL	CENTERLINE
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUED
CPNG	COUPLING
CY	CUBIC YARDS
CU	COPPER
DI, DIP	DUCTILE IRON PIPE
Ø, DIA	DIAMETER
EB	ELECTRIC BOX
E, ELEC	ELECTRIC
EL, ELEV	ELEVATION
ELL	ELBOW
EV	ELECTRIC VAULT
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLANGE
FM	FORCE MAIN
FT	FEET
FOC	FACE OF CURB
G	GAS
GALV	GALVANIZED
GEN	GENERATOR
GPM	GALLONS PER MINUTE
GRN	GROUND
GV	GATE VALVE
HB	HOSE BIB
HDPE	HIGH DENSITY POLYETHYLENE
HOR	HORIZONTAL
HP	HORSE POWER
IMP	IMPELLER
IN	INCHES
INV	INVERT ELEVATION
JT	JOINT TRENCH
LF	LINEAR FOOT
L/S	LANDSCAPE
MCC	MOTOR CONTROL CENTER
MIN	MINIMUM
MJ	MECHANICAL JOINT
N	NORTH
N.C.	NORMALLY CLOSED
N.T.S	NOT TO SCALE
P	PUMP
P.C.C	PORTLAND CEMENT CONCRETE
PE	PLAIN END
PG&E	PACIFIC GAS AND ELECTRIC
PL	PROPERTY LINE
PRV	PRESSURE REDUCING VALVE
PVC	POLYVINYL CHLORIDE
REF	REFERENCE
RIM	RIM ELEVATION
ROW, R/W	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SDFM	STORM DRAIN FORCEMAIN
STL	STEEL
STA	STATION
STD	STATION
TDH	TOTAL DYNAMIC HEAD
THD	THREADED
TOC	TOP OF CURB
TYP	TYPICAL
UB	UTILITY BOX
VERT	VERTICAL
W	WATER
WM	WATER METER
W/	WITH
WB	WATER BOX
XFMR	TRANSFORMER

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE

1-800

227-2600

TWO WORKING DAYS BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			



CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6827

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



SMWS TO MCWD INTERTIE
GENERAL NOTES, LEGEND AND ABBREVIATIONS

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

SHEET

G-2

2 OF 8

SPECIFICATIONS:

1. JURISDICTIONS
- 1.1. THE EXISTING 12-INCH PVC WATER MAIN IN SAN PABLO AVENUE EAST OF THE PROJECT SITE BELONGS TO THE MARINA COAST WATER DISTRICT (MCWD). PHONE (831) 384-6131.
- 1.2. THE EXISTING 12-INCH STEEL WATER MAIN IN NADINA STREET AND SAN PABLE AVENUE WEST OF THE PROJECT SITE BELONGS TO THE SEASIDE MUNICIPAL WATER SYSTEM (CITY). PHONE (831) 899-6827.
2. WATER SYSTEM REQUIREMENTS
- 2.1. WATER FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND THE STANDARD PLANS AND SPECIFICATION OF THE MARINA COAST WATER DISTRICT. CONTRACTOR SHALL KEEP A COPY OF THE STANDARD SPECIFICATIONS AND DRAWINGS ON THE JOBSITE AT ALL TIMES.
- 2.2. BOTH WATER DISTRICTS (CITY OF SEASIDE AND MARINA COAST WATER) SHALL BE NOTIFIED AT LEAST 24-HOURS PRIOR TO COMMENCING THE WORK. A PRE-CONSTRUCTION MEETING SHALL BE HELD AT LEAST ONE WEEK PRIOR TO SITE MOBILIZATION.
- 2.3. THE TOP OF THE PIPE SHALL BE A MINIMUM OF 42 INCHES BELOW FINISHED GRADE IN PAVED AREAS, UNLESS INDICATED OTHERWISE ON THE PLANS OR DIRECTED BY THE OWNER DUE TO UNUSUAL SITE CONDITIONS. PIPE SHALL BE BEDDED AND BACKFILLED PER MCWD STANDARD DETAIL W-12. TRENCH SHALL BE REPAIRED PER CITY OF SEASIDE STANDARD DETAIL ST-610.
- 2.4. PIPE BEDDING AND PIPE ZONE BACKFILL SHALL BE CLEAN NATIVE SAND OR IMPORTED SAND.
- 2.5. NO FACILITY IS TO BE BACKFILLED UNTIL INSPECTED BY THE OWNER.
- 2.6. SHUT DOWN OR TAPPING OF EXISTING WATERLINES SHALL BE COORDINATED WITH THE CITY AND/OR MCWD AT LEAST 24-HOURS IN ADVANCE.
- 2.7. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER MAINS UNTIL THE NEW WORK HAS PASSED THE REQUIRED PRESSURE AND BACTERIOLOGICAL TESTS. TAPPING SLEEVES SHALL BE PRESSURE TESTED IN AN APPROVED MANNER IN THE PRESENCE OF THE INSPECTOR PRIOR TO TAPPING THE MAIN. TAPPING OF THE MAIN LINE SHALL NOT PROCEED UNLESS THE INSPECTOR IS PRESENT.
- 2.8. WATER USED FOR CONSTRUCTION SHALL BE METERED. OBTAIN A CONSTRUCTION METER FROM THE SYSTEM SERVING THE HYDRANT.
- 2.9. CONTRACTOR SHALL COORDINATE START-UP SUPPORT FROM THE SUPPLIERS OF PRESSURE REDUCING VALVES AND METERS.
- 2.10. INSTALL PIPELINES AT UNIFORM LINE AND GRADE BETWEEN CONTROL ELEVATIONS NOTED ON DRAWINGS. DEFLECT VERTICALLY AS NEEDED TO JOIN EXISTING PIPES.
- 2.11. ALL NEW PIPE SHALL BE DUCTILE IRON PIPE AND SHALL BE FULLY RESTRAINED USING MECHANICAL RESTRAINTS.
- 2.12. DISTURBED (E) THRUST BLOCKS TO BE REPLACED IN-KIND.
- 2.13. PRESSURE TEST PIPE TO 200 PSI, PER MCWD STANDARD SPECIFICATION 15042.
- 2.14. CONTRACTOR SHALL NOT OPERATE EXISTING VALVES. ALL SYSTEM OPERATIONS TO BE PERFORMED BY MCWD AND/OR CITY. COORDINATE WITH CITY FOR TEMPORARY SHUTDOWNS.
- 2.15. THE EXISTING SEASIDE WATER MAIN IS ASSUMED TO BE 12-INCH CEMENT-LINED STEEL PIPE. POTHOLE TO VERIFY SIZE AND MATERIAL BEFORE ORDERING TAPPING SLEEVE.
3. DEMOLITION REQUIREMENTS
- 3.1. SAWCUT PAVEMENTS AND CURBS TO BE REMOVED, PROVIDING A STRAIGHT, NEAT EDGE FOR CONNECTION TO NEW WORK.
- 3.2. REMOVE THE MINIMAL AMOUNT OF EXISTING PAVEMENT REQUIRED TO INSTALL THE NEW WORK. BACKFILL AND THEN THEN REMOVE THE REMAINING PAVEMENT TO THE LIMITS SHOWN ON THE PLANS.
4. PAVING REQUIREMENTS
- 4.1. CURB, GUTTER AND SIDEWALK SHALL BE PER CITY OF SEASIDE STANDARD DETAILS S-101 AND S-102 AND CALTRANS SPECIFICATION SECTION 73.
- 4.2. REPLACE STREET PAVEMENTS PER CITY OF SEASIDE STANDARD PLANS AND STREET STRUCTURAL SECTIONS AND CALTRANS SPECIFICATION SECTION 39. MATCH EXISTING THICKNESS OF ASPHALT CONCRETE AND AGGREGATE BASE. TYPICAL THICKNESS IS 5 INCH ASPHALT CONCRETE OVER 8 INCH AGGREGATE BASE.
- 4.3. WHEN REPLACING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT LINE AND REMOVED BACK TO AN EXISTING ADEQUATE STRUCTURAL SECTION. AN EXPLORATORY TRENCH OR POTHOLING MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.
- 4.4. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID THE CREATION OF ANY LOW SPOTS OR HAZARDOUS CONDITIONS OR ANY ABRUPT OR APPARENT CHANGES IN APPEARANCE, GRADES, OR CROSS SLOPES.
5. SITE RESTORATION
- 5.1. RESEED DISTURBED AREAS PER CALTRANS STANDARD SPECIFICATION 21-2. RESEEDING MAY BE BY HAND OR BY HYDROMULCH EQUIPMENT.

MATERIALS:

1. GENERAL MATERIAL REQUIREMENTS
- 1.1. ALL PRODUCTS AND MATERIALS FURNISHED AS PART OF THE WORK INCLUDED IN THIS PLAN SET SHALL BE SUBMITTED TO OWNER REPRESENTATIVE FOR APPROVAL. SUBMITTALS SHALL INCLUDE BUT BE LIMITED TO: SHOP DRAWINGS, MATERIAL PROPERTIES, PRODUCT CUT SHEETS, INSTALLATION REQUIREMENTS AND OPERATION AND MAINTENANCE MANUALS. CONTRACTOR SHALL NOT PURCHASE NOR INSTALL ANY PRODUCTS OR MATERIALS WITHOUT PRIOR SATISFACTORY REVIEW DETERMINATION BY OWNER REPRESENTATIVE.
- 1.2. ALL MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER REPRESENTATIVE, AND SHALL NOT BE USED BEFORE BEING INSPECTED AND APPROVED BY THE INSPECTOR. OWNER HAS THE RIGHT TO PERFORM ANY TESTING NECESSARY TO TO ENSURE COMPLIANCE OF THE MATERIALS WITH THE MATERIALS SPECIFICATIONS. FAILURE OR NEGLECT ON THE PART OF THE OWNERS REPRESENTATIVE TO CONDEMN OR REJECT WORK MATERIALS NOT IN ACCORDANCE WITH THE MATERIALS SPECIFICATIONS SHALL NOT BE CONSTRUED TO IMPLY ACCEPTANCE SHOULD THEIR INFERIORITY BECOME EVIDENT AT ANY TIME. MATERIALS REJECTED BY THE OWNER REPRESENTATIVE SHALL BE IMMEDIATELY REMOVED FROM THE JOBSITE.
2. REFERENCE STANDARDS
- 2.1. ANSI – AMERICAN NATIONAL STANDARDS INSTITUTE
- 2.2. ASME - AMERICAN SOCIETY OF MECHANICAL ENGINEERS
- 2.3. ASTM – AMERICAN SOCIETY FOR TESTING AND MATERIALS
- 2.4. AWWA - AMERICAN WATER WORKS ASSOCIATION
- 2.5. FM - FM GLOBAL (FACTORY MUTUAL)
- 2.6. HI - HYDRAULIC INSTITUTE
- 2.7. IEEE – INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
- 2.12. ISO – INTERNATIONAL STANDARDS ORGANIZATION
- 2.13. NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
- 2.14. NEC – NATIONAL ELECTRICAL CODE
- 2.15. NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
- 2.16. NSF - NSF INTERNATIONAL (NATIONAL SANITATION FOUNDATION)
- 2.17. UL – UNDERWRITERS LABORATORIES, INC.
3. CAST-IN-PLACE CONCRETE
- 3.1. CONCRETE SHALL BE MINOR CONCRETE PER CALTRANS STANDARD 90-2, PORTLAND CEMENT CONCRETE, 3000 PSI AT 28 DAYS, MAX 3-INCH SLUMP.
- 3.2. MAXIMUM AGGREGATE SIZE SHALL BE 1-INCH.
- 3.3. REBAR SHALL BE DEFORMED STEEL PER CALTRANS SECTION 52.
- 3.4. PLACE CONCRETE PER THE REQUIREMENTS OF CALTRANS SECTIONS 51 AND 73.
- 3.5. SUBMIT MIX DESIGN FOR APPROVAL PRIOR TO CONSTRUCTION.
4. BASE AND SUBBASE
- 4.1. CLASS 2 AGGREGATE BASE, ¾-INCH MAXIMUM, PER CALTRANS SECTION 26.

5. PEA GRAVEL FOR STRUCTURAL BEDDING
- 5.1. ¾-INCH CRUSHED AND WASHED STONE, 100% PASSING THE 1-INCH SIEVE AND LESS THAN 6% PASSING THE #4 SIEVE.
6. ASPHALT PAVING AND SEALS
- 6.1. ASPHALT CONCRETE SHALL BE TYPE A HOT MIX ASPHALT, ¾" AGGREGATE GRADATION, PER SECTION 39.2.02 OF THE CALTRANS STANDARD SPECIFICATIONS.
- 6.2. TACK COAT SHALL BE TYPE RS1 ASPHALTIC EMULSION PER SECTION 94 OF THE CALTRANS STANDARD SPECIFICATIONS.
- 6.3. ASPHALT BINDER SHALL BE TYPE PG64-10 PER SECTION 92 OF THE CALTRANS STANDARD SPECIFICATIONS.
7. PRECAST CONCRETE VAULTS
- 7.1. PROVIDE PRECAST REINFORCED CONCRETE VAULTS MEETING ASTM C913, DESIGNED FOR H20 LOADING.
- 7.2. GASKETS FOR HORIZONTAL JOINTS SHALL BE PREFORMED PLASTIC, RAM-NEK OR EQUAL.
- 7.3. PROVIDE EXTERIOR WATERPROOFING MEETING FEDERAL SPECIFICATION SS-A-701.
- 7.4. PROVIDE MECHANICAL SEAL AROUND PIPE PENETRATIONS (LINK SEAL OR EQUAL). PROVIDE GROUT SEAL AROUND CONDUIT PENETRATIONS.
- 7.5. VAULT LIDS AND FRAMES SHALL BE MANUFACTURED UNITS MEETING THE FOLLOWING:
- 7.5.1. DOOR LEAF SHALL BE 1/4" ALUMINUM CHECKERED PLATE REINFORCED WITH STRUCTURAL ALUMINUM CHANNELS AND SHALL BE CAPABLE OF WITHSTANDING WHEEL LOADS UP TO AASHO-H20 AT OFF-STREET LOCATIONS, BILCO MODEL JD-AL3 OR EQUAL.
- 7.5.2. SLAM LOCKS, BRACKETS, HINGES AND HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
- 7.5.3. THE DOOR SHALL HAVE A 316 STAINLESS STEEL GAS SPRING WITH INTEGRAL HOLD OPEN DEVICE WHICH WILL ASSIST IN OPENING THE DOOR AND SHALL LOCK AUTOMATICALLY IN THE OPEN POSITION. THE DOOR SHALL OPEN A MINIMUM OF 90 DEGREES.
- 7.5.4. THE ALUMINUM FRAME SHALL HAVE A THICKNESS NOT LESS THAN 1/4" AND SHALL INCORPORATE A NEOPRENE GASKET.
- 7.5.5. THE PORTION OF THE FRAME WHICH IS IN CONTACT WITH THE CONCRETE SHALL RECEIVE A PROTECTIVE BITUMINOUS COATING.
- 7.6. SUBMIT SHOP DRAWINGS AND PRODUCT DATA PRIOR TO FABRICATION.
8. GROUT
- 8.1. PRE-PROPORTIONED, PREPACKAGED NON-SHRINK GROUTS.
- 8.2. CEMENT GROUTS SHALL CONSIST OF PORTLAND CEMENT AND SAND, MIXED WITH WATER ON-SITE PER THE MANUFACTURER'S INSTRUCTIONS.
- 8.3. EPOXY GROUTS SHALL CONSIST OF TWO-COMPONENT THERMOSETTING EPOXY RESIN AND INERT AGGREGATE, MIXED ON-SITE PER THE MANUFACTURER'S INSTRUCTIONS.
9. EPOXIE
- 9.1. WATER-INSENSITIVE TWO-PART TYPE EPOXY ADHESIVE MATERIAL CONTAINING 100 PERCENT SOLIDS, MEETING THE REQUIREMENTS OF CALTRANS STANDARD 95.
10. DUCTILE IRON PIPE
- 10.1. DUCTILE IRON PIPE SHALL BE PER AWWA STANDARD C151, PRESSURE CLASS 350.
- 10.2. ABOVE-GRADE PIPE SHALL BE CEMENT-MORTAR LINED AND EPOXY-COATED.
- 10.3. BURIED PIPE SHALL BE CEMENT-MORTAR LINED AND BITUMINOUS COATED.
- 10.4. DUCTILE IRON PIPE WATER MAINS SHALL BE RESTRAINED USING FIELD LOK 350 GASKETS BY U.S. PIPE OR MEGALUG MECHANICAL RESTRAINTS BY EBAA IRON, INC.
- 10.5. INSTALL PER AWWA STANDARD C600. PRESSURE TEST INSTALLED PIPE TO 200 PSI.
- 10.5. DISINFECT INSTALLED PIPE USING SODIUM HYPOCHLORITE SOLUTION PER AWWA STANDARD C651.
11. DUCTILE IRON FITTINGS
- 11.1. DUCTILE IRON FITTINGS SHALL BE PER AWWA STANDARD C110.
- 11.2. BURIED DUCTILE IRON FITTINGS SHALL BE CEMENT MORTAR LINED AND BITUMINOUS COATED. BURIED FITTINGS SHALL BE WRAPPED IN 10-MIL POLYETHYLENE SHEET.
- 11.3. ABOVE GRADE DUCTILE IRON FITTINGS SHALL BE CEMENT MORTAR LINED AND EPOXY-COATED.
- 11.4. GASKETS SHALL BE VULCANIZED BUTADIENE RUBBER (SBR).
- 11.5. BOLTS AND NUTS SHALL BE TYPE 316 STAINLESS STEEL CONFORMING TO ASTM F593.
- 11.6. RESTRAIN ALL FITTINGS USING MEGALUG MECHANICAL RESTRAINTS BY EBAA IRON, INC.
12. TAPPING SLEEVES
- 12.1. TAPPING SLEEVES SHALL BE FULL-CIRCLE STAINLESS STEEL SLEEVES PER AWWA STANDARD A223, MUELLER MODEL H-304, JCM MODEL 432 OR EQUAL.
- 12.2. TAPPING SLEEVE SHALL HAVE FLANGED FITTING ON THE TEE.
- 12.3. POTHOLE TO VERIFY EXISTING PIPELINE SIZE AND MATERIAL BEFORE PURCHASING TAPPING SADDLES.
13. GATE VALVES
- 13.1. RESILIENT WEDGE GATE VALVES PER AWWA C509, U.L.LISTED, CLOW MODEL 2639, MULLER MODEL A-2360 OR EQUAL.
- 13.2. BURIED VALVES SHALL HAVE 2-INCH SQUARE OPERATING NUT. ABOVE GRADE VALVES SHALL HAVE OPEN STEM AND YOKE (OS&Y) UNLESS NOTED OTHERWISE.
- 13.3. INTERIOR AND EXTERIOR METAL SURFACES SHALL BE FACTORY-COATED WITH EPOXY MEETING NSF 61.
- 13.4. END CONNECTIONS AS INDICATED ON THE DRAWINGS.
- 13.5. BOLTS AND NUTS SHALL BE TYPE 316 STAINLESS STEEL.
- 13.6. VALVE BOXES SHALL BE TRAFFIC-RATED PRE-CAST CONCRETE WITH IRON LID, CHRISTY MODEL G05T OR EQUAL.
- 13.7. VALVE BOX RISER SHALL BE PVC PIPE, ASTM D3404, SDR 35.
14. FLANGED COUPLING ADAPTER
- 14.1. TELESCOPING FLANGE BY MECHANICAL JOINT FITTING, DESIGNED FOR WORKING PRESSURES UP TO 200 PSIG, ROMAC SERIES RFCA OR EQUAL.
15. BALL VALVES
- 15.1. THREADED END BALL VALVES, 1 INCH AND SMALLER, FULL PORT BALL TYPE WITH LEVER OPERATOR, RATED FOR 150 PSI SERVICE.
- 15.2. VALVES SHALL HAVE STAINLESS STEEL BALL AND BODY. SEALS AND STEM SHALL BE NSF 61 COMPLIANT.
16. LOCATOR WIRE
- 16.1. LOCATOR WIRE SHALL BE 10-GAUGE STRANDED COPPER WIRE WITH BLUE INSULATION.
- 16.2. WIRE SHALL BE PLACED CONTINUOUSLY ON TOP OF INSTALLED PIPE AND BROUGHT TO THE SURFACE AT EACH VALVE. ATTACHED WIRE TO PIPE USING PLASTIC ADHESIVE TAPE AT 10-FT INTERVALS.
- 16.3. WIRE SHALL BE BROUGHT UP THE OUTSIDE OF THE VALVE RISER AND FOLDED OVER BETWEEN THE INSIDE OF THE VALVE BOX AND THE VALVE RISER. WIRE SHALL BE BROUGHT TO WITHIN 6-INCHES OF FINISHED GRADE.
17. PRESSURE GAUGES
- 17.1. BOURDON TUBE PRESSURE GAUGE, 2.5 INCH DIAMETER FACE, RANGE AND INSTALLATION LOCATION AS SHOWN ON DRAWINGS.
- 17.2. GAUGE SHALL BE LIQUID-FILLED, WITH COPPER-ALLOY INTERNAL PARTS IN A STAINLESS STEEL CASE.
- 17.3. GAUGE ACCURACY SHALL BE ± 2.5 %.
- 17.4. GAUGE SHALL BE CAPABLE OF EXPERIENCING A PRESSURE 30% ABOVE ITS MAXIMUM SPAN WITHOUT REQUIRING RECALIBRATION.
18. PIPE SUPPORTS
- 18.1. PROVIDE PREFORMED CHANNEL PIPE SUPPORTS (PIPE STANDS) AS SHOWN ON THE DRAWINGS.
- 18.2. PIPE SUPPORTS SHALL BE OF MANUFACTURER'S STANDARD DESIGN. MATERIAL SHALL BE GALVANIZED STEEL.
- 18.3. ANCHOR THE SUPPORT INTO THE FOUNDATION SLAB PER THE MANUFACTURER'S RECOMMENDATION.
19. PRESSURE REDUCING VALVE.
- 19.1. GLOBE-STYLE PRESSURE REDUCING VALVE, CLA-VAL MODEL 90-01, SIZE AS NOTED ON PLANS.
- 19.2. ENDS SHALL BE ANSI CLASS 150 FLANGES.
- 19.3. VALVE OR ITS COMPONENT WETTED PARTS SHALL BE NSF 61 COMPLIANT.
20. ULTRASONIC WATER METER
- 20.1. ULTRASONIC METER MEETING ANSI/AWWA C701 FOR POTABLE WATER SERVICE, MASTER METER OCTAVE.
- 20.2. ALL WETTED PARTS SHALL MEET NSF 61.
- 20.3. METER SHALL BE 8" OR AS SHOWN ON PLANS.

- 20.4. REGISTER SHALL BE IN CUBIC FEET.
- 20.5. REGISTER SHALL BE AMR/AMI COMPATIBLE.
- 20.6. CONNECTION SHALL BE ANSI CLASS 150 FLANGE.

21. MAGNETIC FLOW METER
- 21.1. KROHNE ENVIOROMAG 2300 ELECTRO MAGNETIC FLOW METER WITH IFC 100 ECONOMICAL SOLUTION.
- 21.2. ALL WETTED PARTS SHALL MEET NSF 61
- 21.3. DUTY CONDITIONS:
- 21.3.1. POTABLE WATER
- 21.3.2. ONE-DIRECTION FLOW
- 21.3.3. ANSI CLASS 150 FLANGE
- 21.3.4. ACCURACY: +/- 0.5%
- 21.4. REQUIRED OUTPUTS:
- 21.4.1. FLOW RATE (GALLONS PER MINUTE)
- 21.4.2. FLOW TOTAL (CUBIC FEET)
22. GEOTEXTILE FOR SOIL RETENTION
- 22.1. WOVEN, NONBIODEGRADABLE FABRIC CONSISTING ONLY OFCONTINUOUS CHAIN POLYMER FILAMENTS OR YARD, AT LEAST 85% BY WEIGHT POLYOLEFINS, POLYESTERS OR POLYAMIDE, FORMED INTO A DIMENSIONALLY STABLE NETWORK.
- 22.2. PROPERTIES:
- 22.2.1. MINIMUM GRAB TENSILE STRENGTH 315 LBS
- 22.2.2. MINIMUM GRAB TENSILE ELONGATION 15%
- 22.2.3. MINIMUM TRAPEZOIDAL TEAR STRENGTH 113 LBS
- 22.2.4. APPARANT OPENING SIZE 40 SIEVE
- 22.2.5. PERMITTIVITY 0.05/SEC
- 22.2.6. FLOW RATE 4.0 GPM/SQ-FT
- 22.3. TEMCATE MIRAFI 600X, LAYFIELD LP 315 OR EQUAL.
23. EROSION CONTROL SEEDING
- 23.1. ALL DISTURBED AREAS SHALL BE RE-SEEDDED WITH THE FOLLOWING EROSION CONTROL MIX:
- | SPECIES | COMMON NAME | POUNDS PER ACRE |
|----------------------|------------------|-----------------|
| BROMUS CARINATUS | CALIFORNIA BROME | 6 |
| ELYMUS GLAUCUS | WESTERN RYEGRASS | 10.5 |
| BROMUS HOREACAUS | BLANDO BROME | 4.5 |
| TRIFOLIUM HIRTUM | ROSE CLOVER | 4.5 |
| TRIFOLIUM INCARNATUM | CRIMSON CLOVER | 4.5 |
- 23.2. PROVIDE MULCH AND FERTILIZER IN PROPORTIONS AS RECOMMENDED BY THE SEED SUPPLIER.
- 23.3. SEED, MULCH, TACKIFIER AND FERTILIZER MAY BE PRE-MIX FOR HYDROMULCH APPLICATION OR SEPARATE FOR HAND APPLICATION.



UNDERGROUND SERVICE ALERT

CALL: TOLL FREE

1-800

227-2600

TWO WORKING DAYS BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
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CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6827

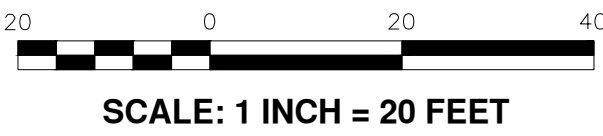
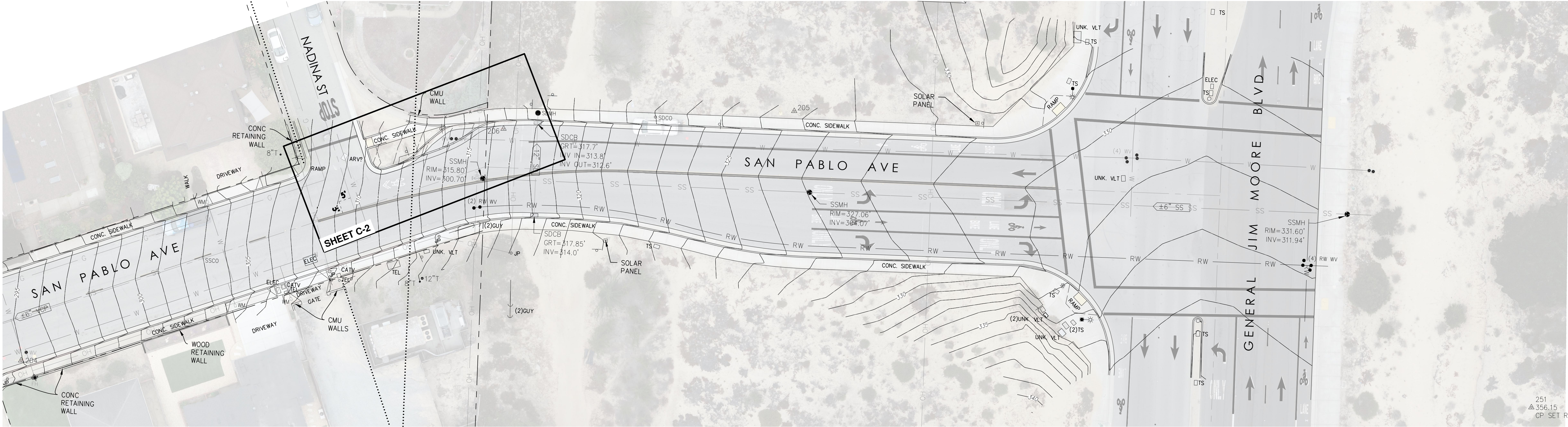
Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



SMWS TO MCWD INTERTIE
SPECIFICATIONS

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

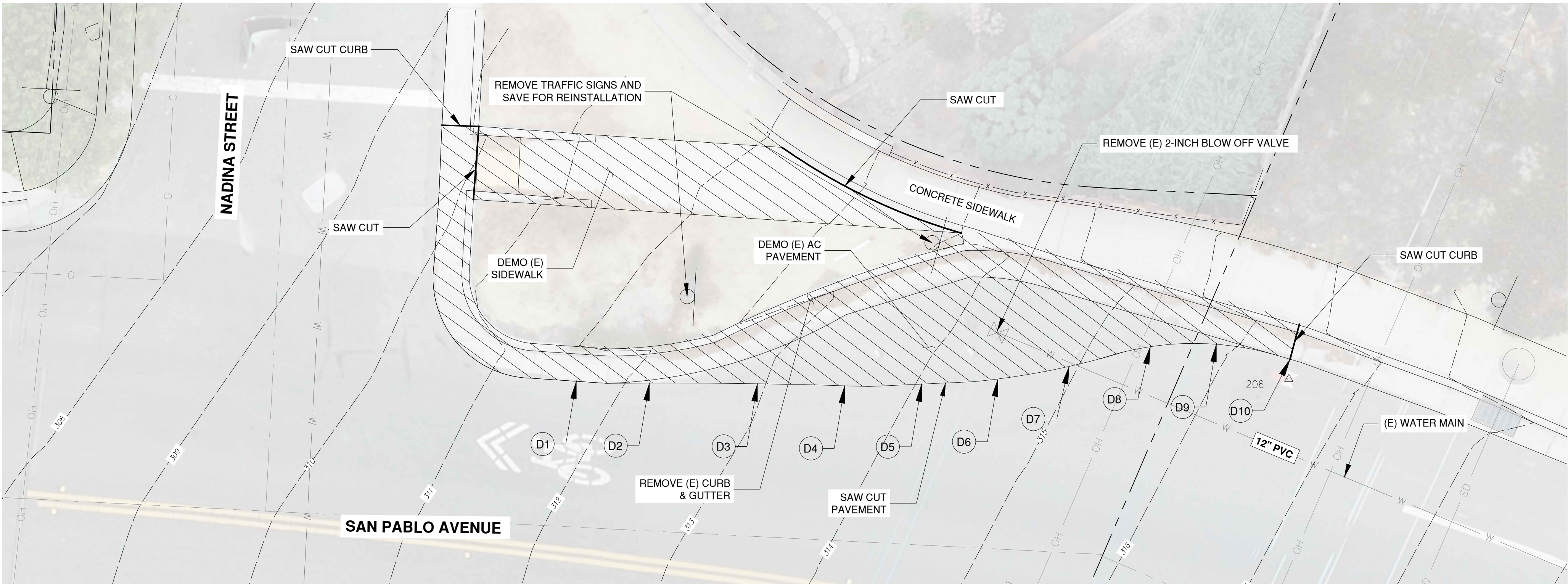
SHEET
G-3
3 OF 8



SURVEY CONTROL PLAN
SCALE: 1" = 20'

LOCAL BENCHMARK

- 1. BENCHMARK: P.T. NO. 251 ELEVATION 365.15' NAVD88
- 2. SEE SHEET C-1 FOR SURVEY CONTROL PLAN



DEMOLITION PLAN
SCALE: 1" = 5'

SURVEY CONTROL				
POINT	CONTROL POINT DESCRIPTION	NORTHING	EASTING	ELEVATION
202	CP SET MAG&WASHER - AP	2119766.23	5733433.00	278.42
203	CP SET MAG&WASHER - AP	2119032.33	5733413.29	279.97
204	CP SET MAG & WSHR	2118988.91	5733632.70	294.96
205	CP SET SPIKE	2118970.61	5733969.37	326.48
206	CP SET MAG & WSHR	2119006.97	5733854.10	316.54
211	CP SET MAG&WASHER	2119382.31	5733434.33	264.86
251	CP SET RBR & CAP	2118746.09	5734210.86	356.15

EDGE OF (N) GUTTER COORDINATES

POINT	EASTING	NORTHING
D1	5733805.46	2119006.82
D2	5733810.44	2119006.70
D3	5733817.82	2119006.65
D4	5733823.78	2119006.51
D5	5733829.03	2119006.63
D6	5733834.23	2119006.98
D7	5733839.10	2119007.83
D8	5733844.64	2119009.18
D9	5733849.15	2119009.35
D10	5733854.18	2119008.33



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TWO WORKING DAYS
BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
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6			



CITY OF SEASIDE
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SEASIDE, CA 93955
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SMWS TO MCWD INTERTIE
SURVEY CONTROL AND DEMOLITION

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

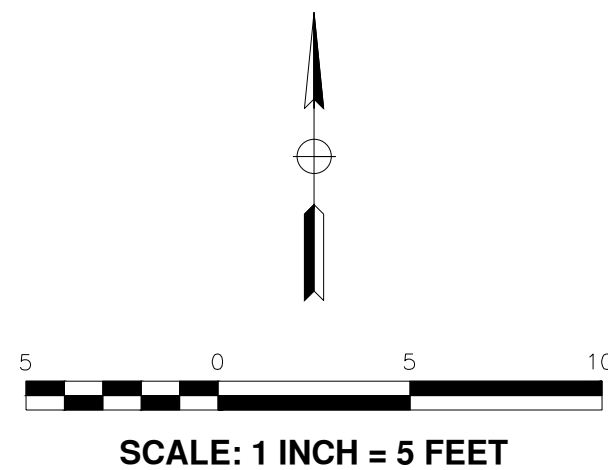
SHEET
C-1
4 OF 8



SCALE: 1" = 5'



SCALE: 1" = 5'



**1-800
227-2600**

**TWO WORKING DAYS
BEFORE YOU DIG**

NO	REVISIONS	DATE	APPR
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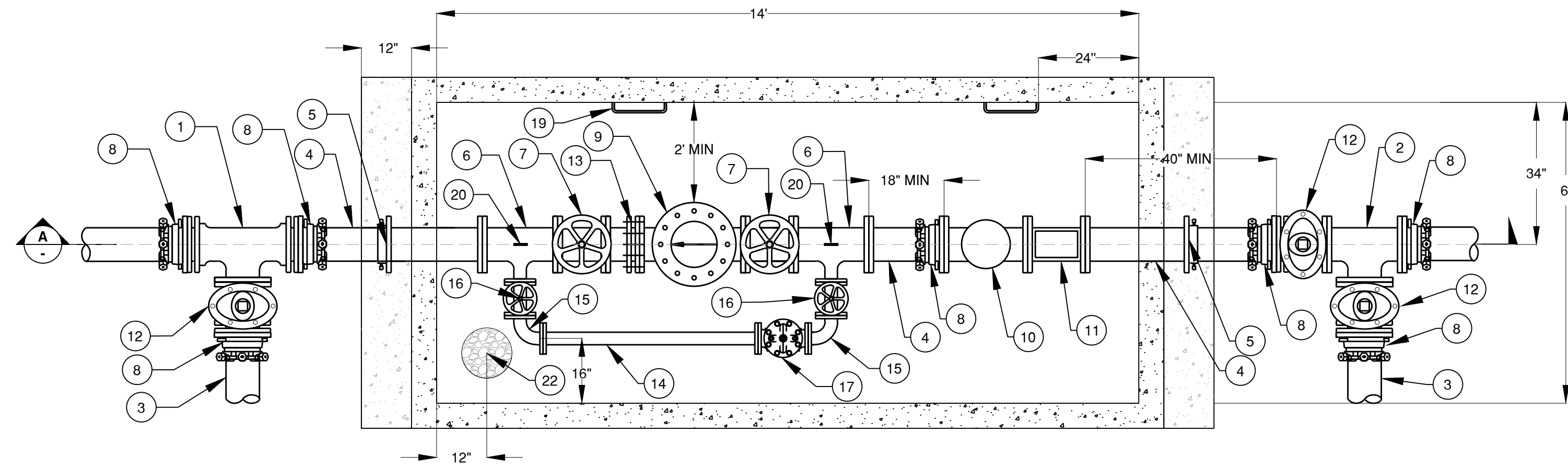
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SITE AND GRADING PLAN

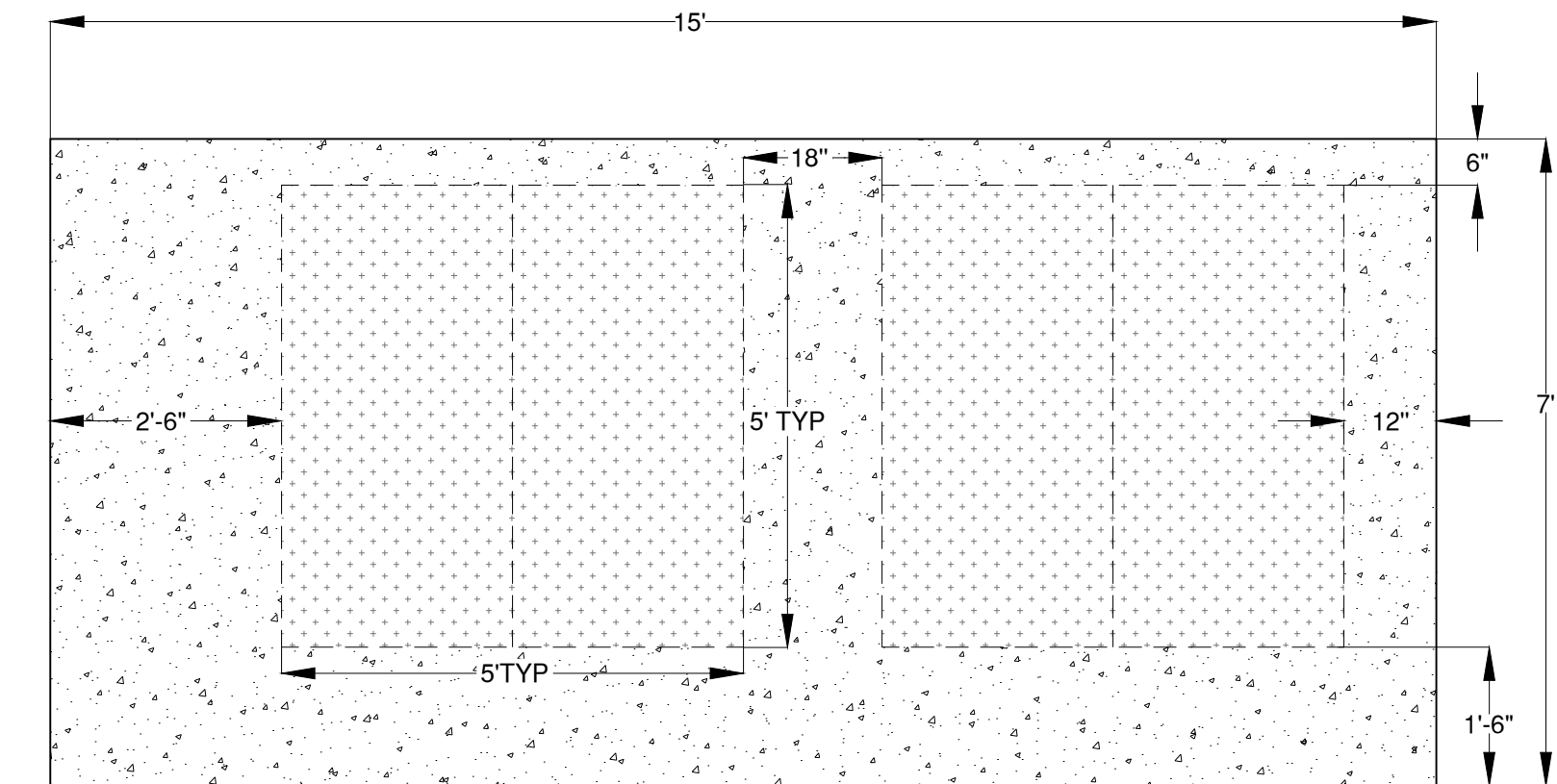
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C-2

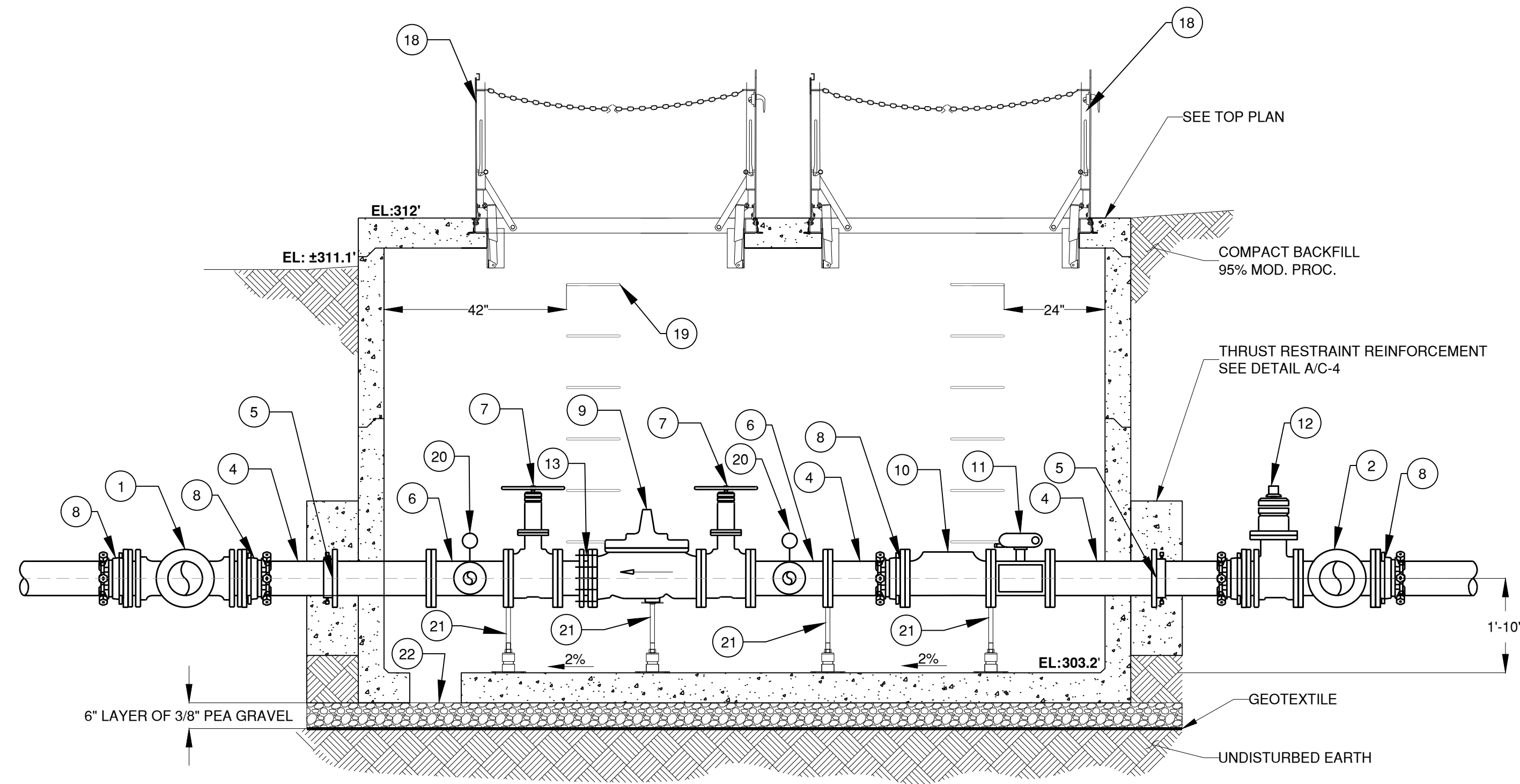
5 OF 8



PRV AND METER STATION PLAN **A**
SCALE: 1" = 2' **C-3**



TOP PLAN **C**
SCALE: 1" = 2' **C-3**



PRV AND METER STATION SECTION **B**
SCALE: 1" = 2' **C-3**

SHEET NOTES:

1. 8" TEE, MJ X MJ X FL,
2. 8" TEE, FLANGED
3. 8" PIPE
4. 8" SPOOL FL X PLAIN END
5. EBAA MEGALUG 1100 SDB
6. 8" X 8" X 3" TEE FLANGED WITH TAPPING BOSS
7. 8" GATE VALVE WITH HAND WHEEL, FLANGED
8. EBAA MEGALUG 2100 DI FLANGE ADAPTER
9. 8" PRESSURE REDUCING VALVE, CLA-VAL MODEL 90-01
10. 8" ULTRASONIC METER
11. 8" MAGNETIC METER
12. 8" GATE VALVE WITH OP NUT, MJ X FL
13. 8" DISMANTLING JOINT
14. 3" PIPE
15. 3" 90° EL, FLANGED
16. 3" GATE VALVE WITH HAND WHEEL, FLANGED
17. 3" PRESSURE REDUCING VALVE, CLA-VAL MODEL 90-01
18. ALUMINUM DOUBLE DOOR 5' X 5' HATCH
19. SAFETY STEPS @12" OC WITH SAFETY UP-POST
20. PRESSURE GAUGE ASSEMBLY (3/4" BALL VALVE, 1/2" NIPPLES)
21. STEEL PIPE SUPPORT
22. 12" Ø DRAIN SUMP

BASIS OF DESIGN	
DESIGN FLOW	500 GPM
SEASIDE HGL	387 FT
MCWD HGL	510 FT
PRESSURE REDUCING VALVE MODEL	CLA-VAL MODEL 90-01
PRESSURE REDUCING VALVE SIZE	8-INCH
ULTRA SONIC METER MODEL	OCTAVE MASTER METER
ULTRA SONIC METER SIZE	8-INCH
MAGNETIC METER MODEL	KROHNE ENVIROMAG 2000
MAGNETIC METER SIZE	8-INCH

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
227-2600
TWO WORKING DAYS
BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			



CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6827

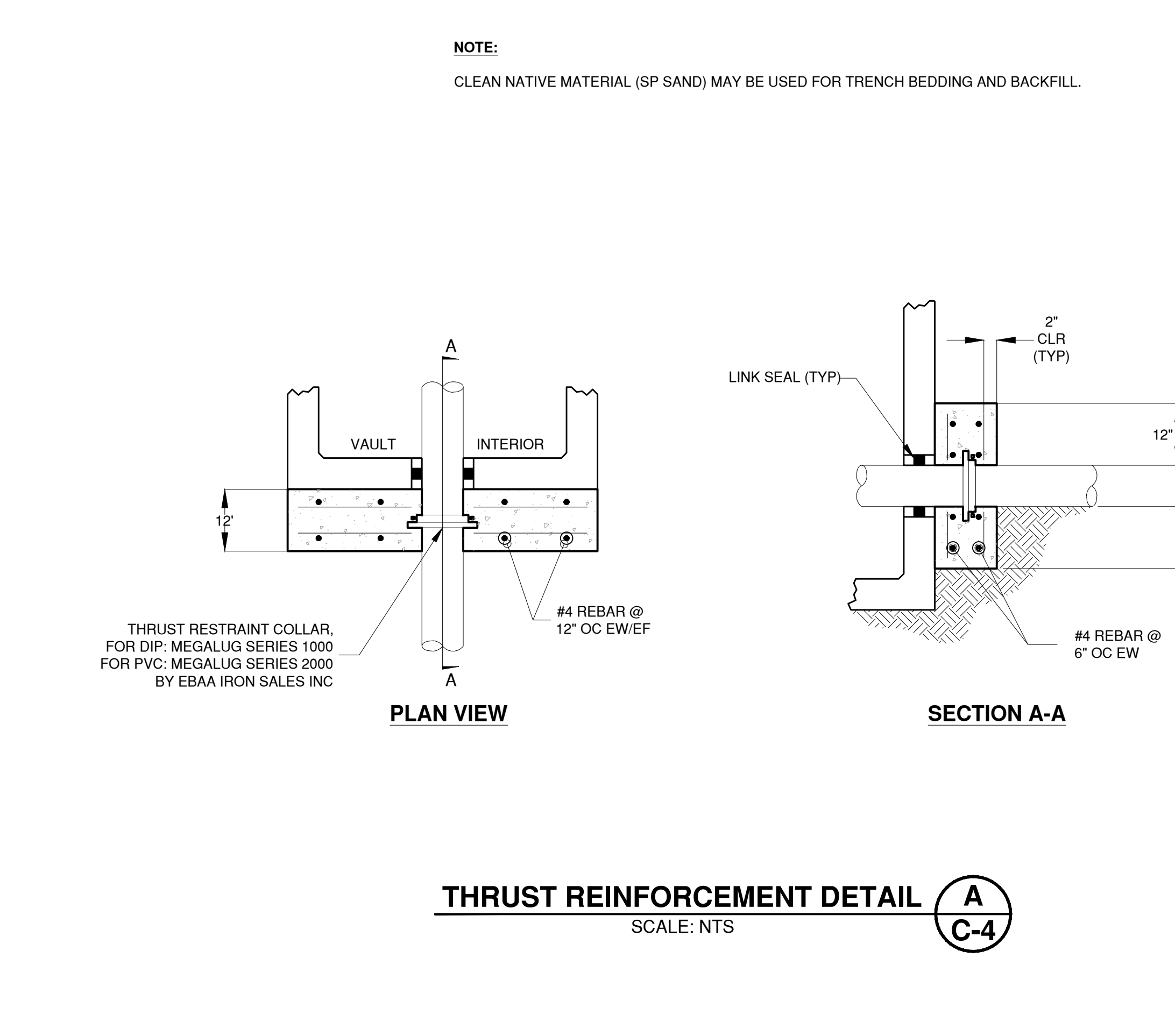
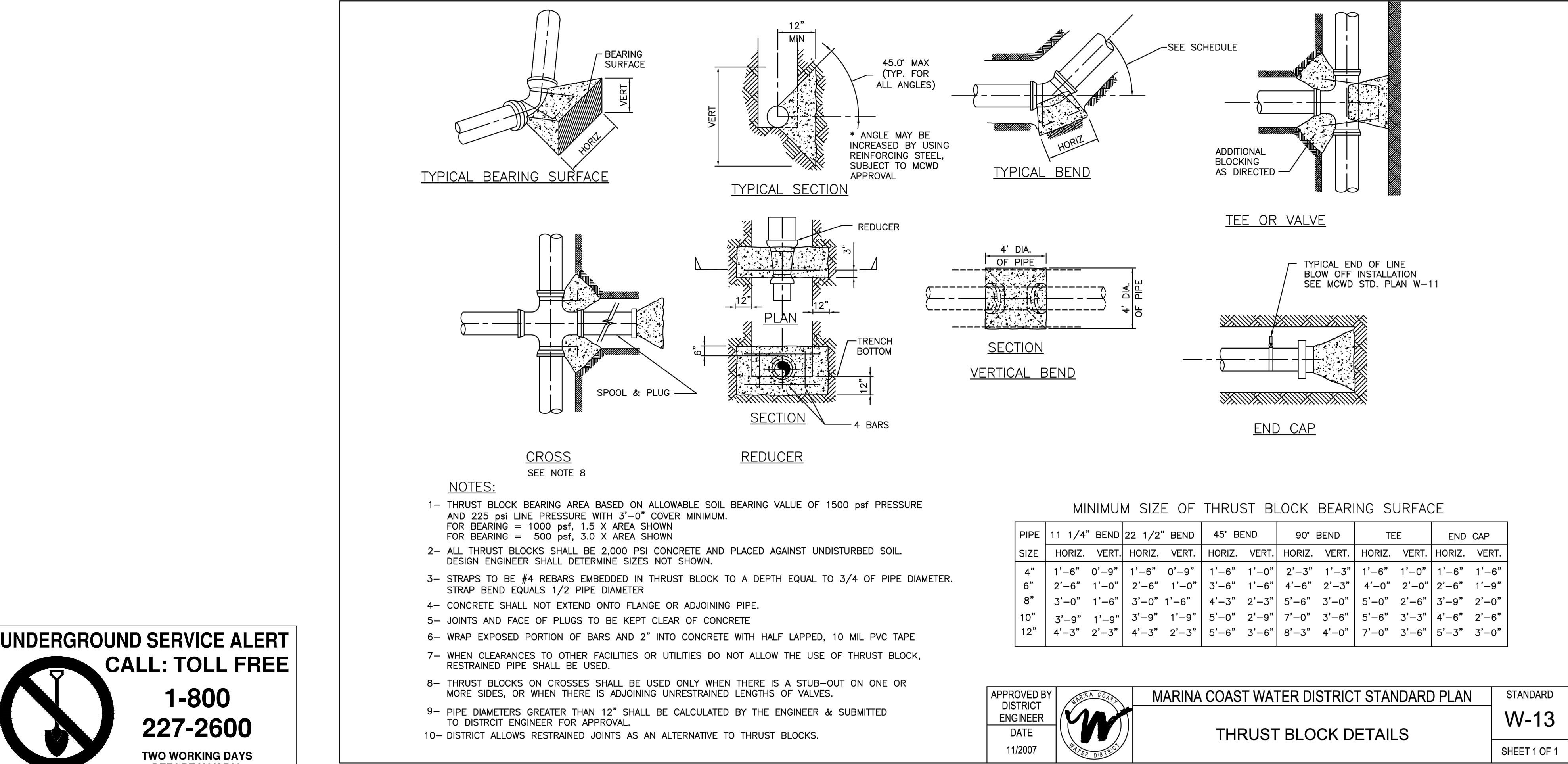
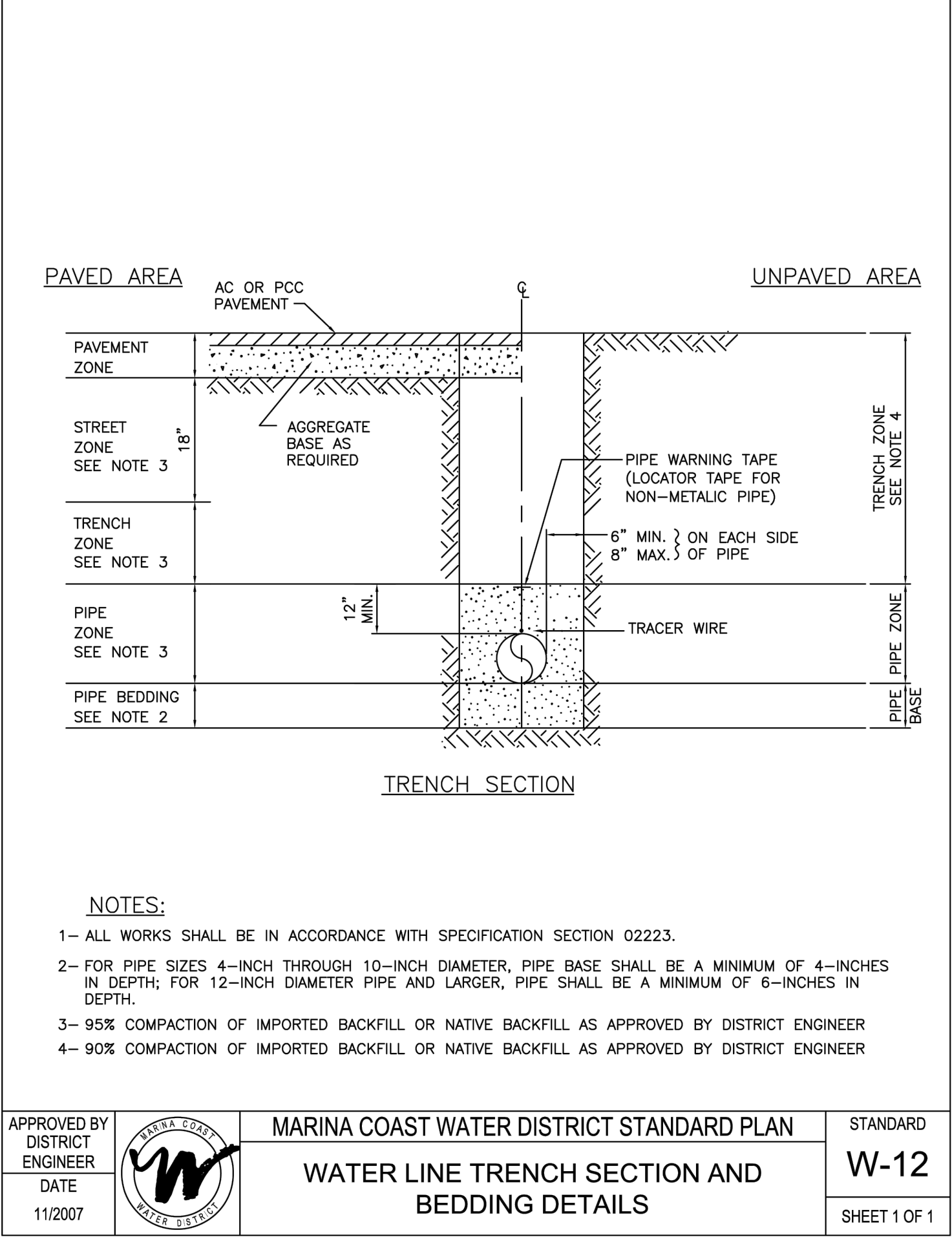
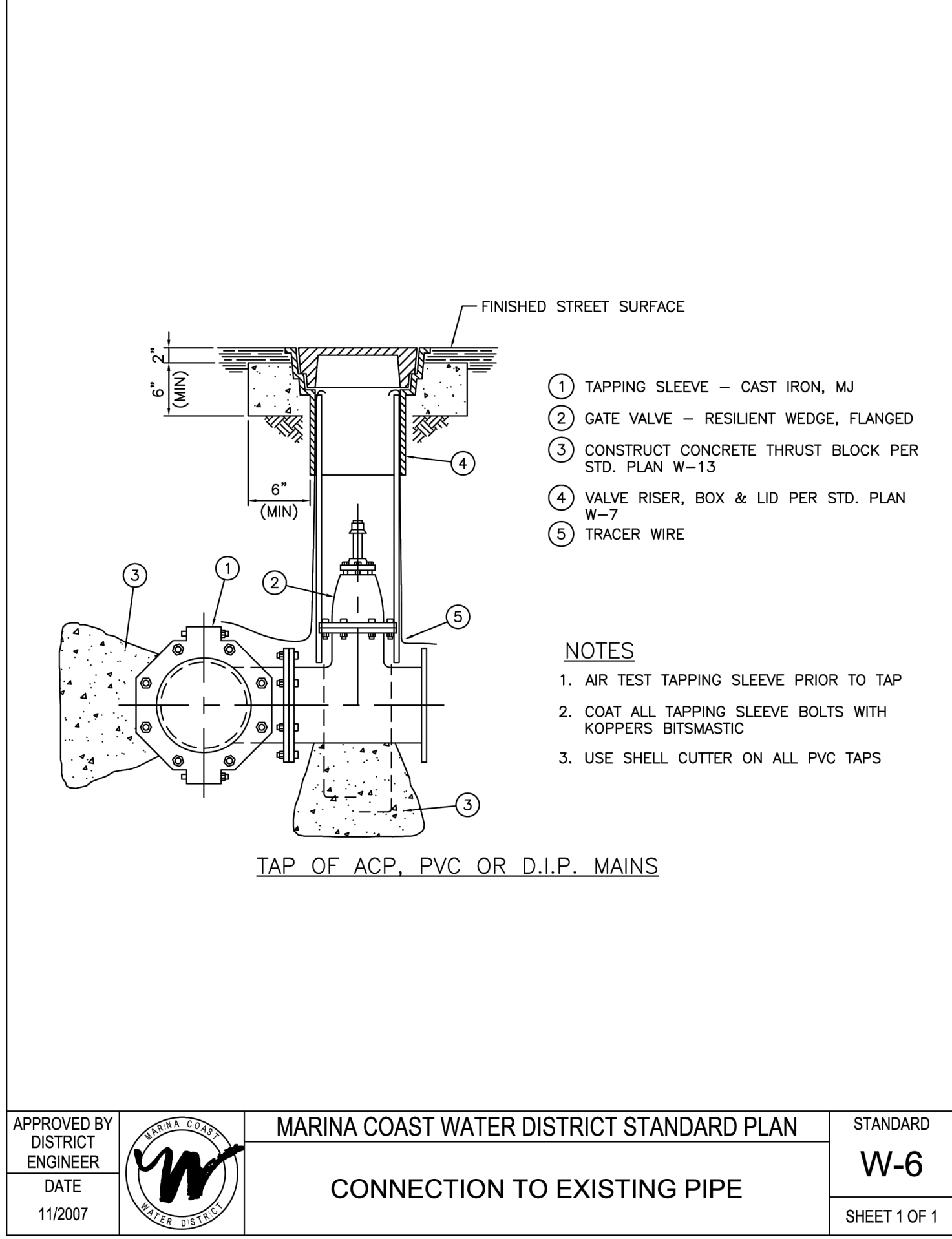
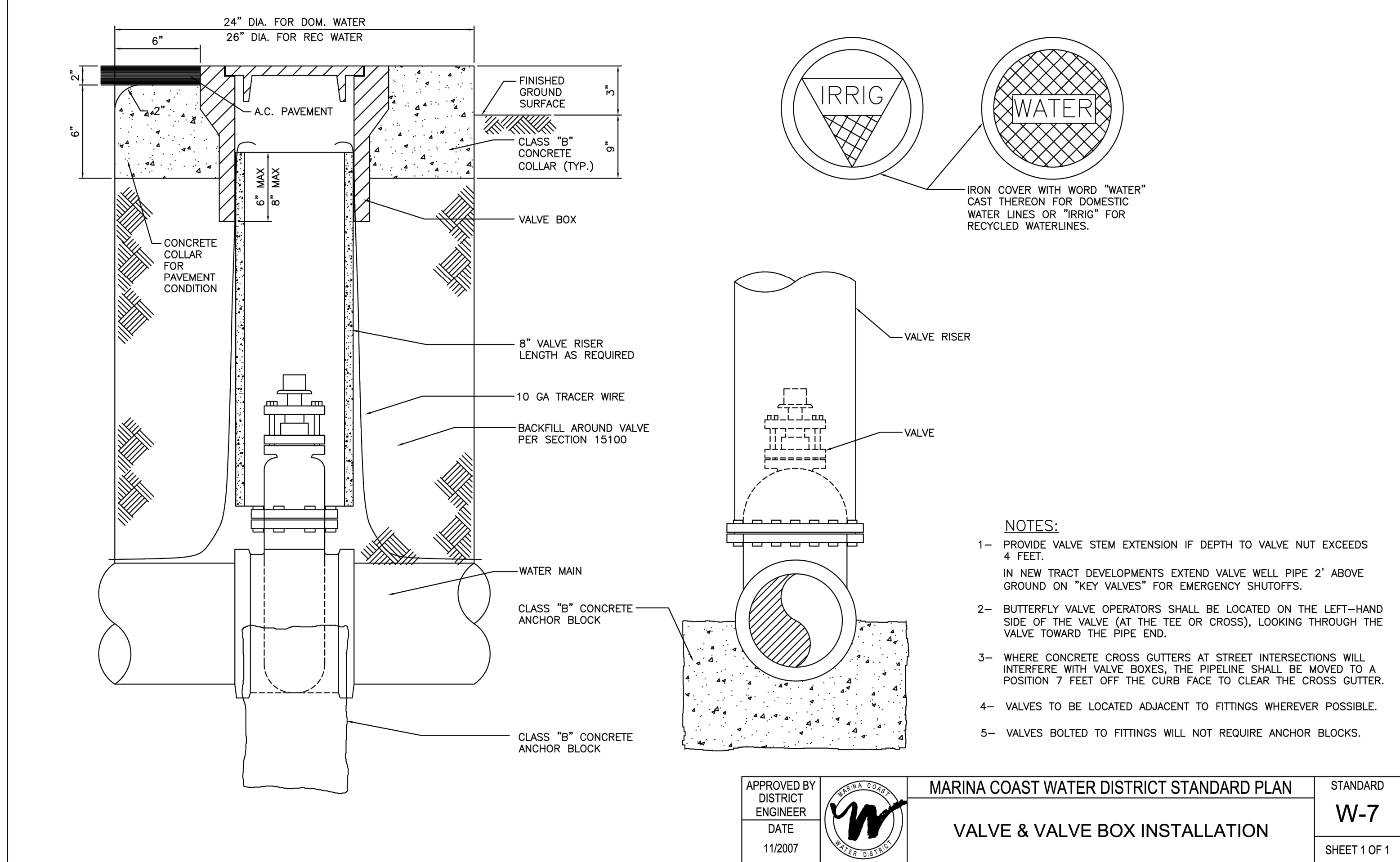
Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



SMWS TO MCWD INTERTIE
DETAILS I

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

SHEET
C-3
6 OF 8



NO	REVISIONS	DATE	APPR
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CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6827

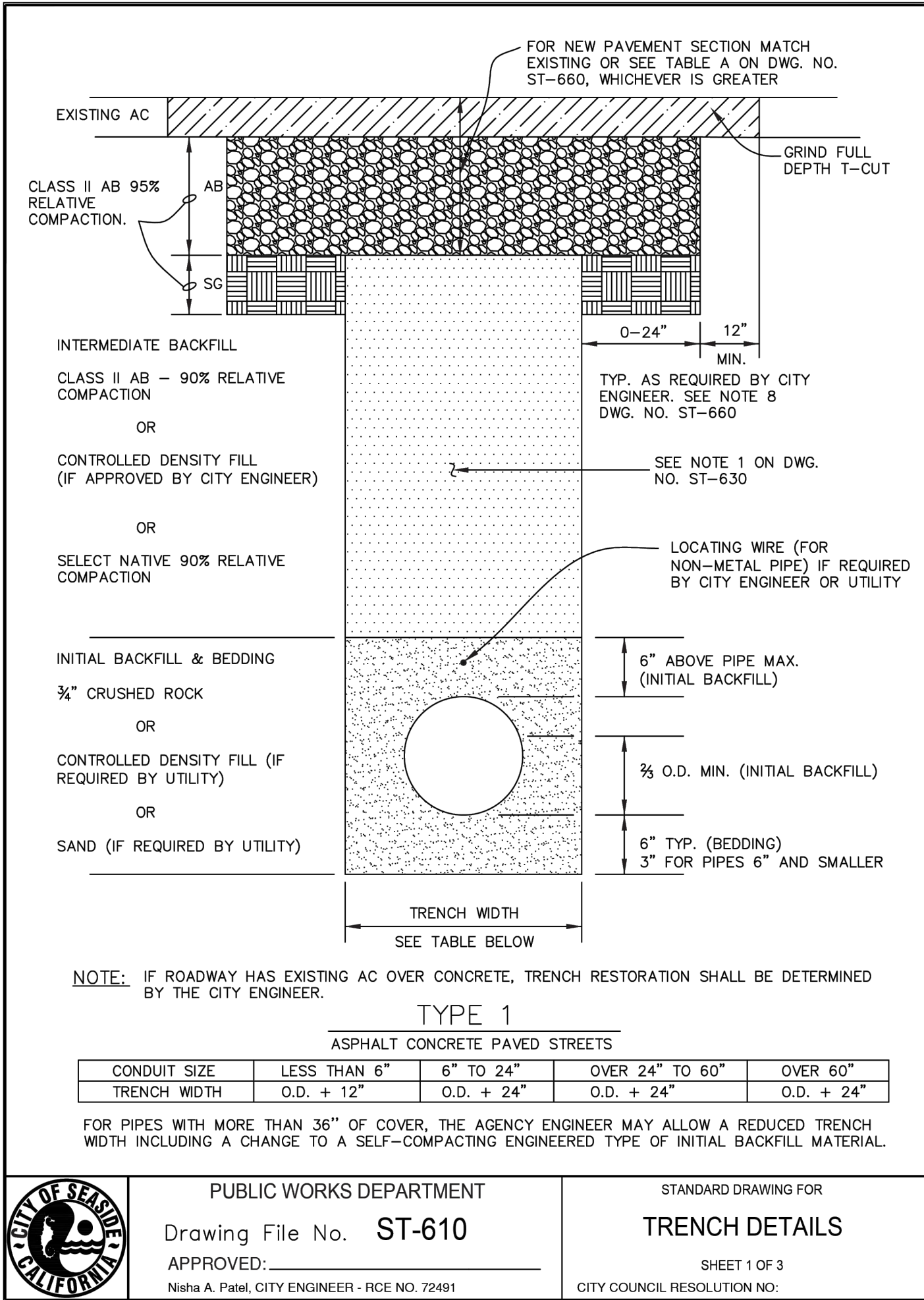
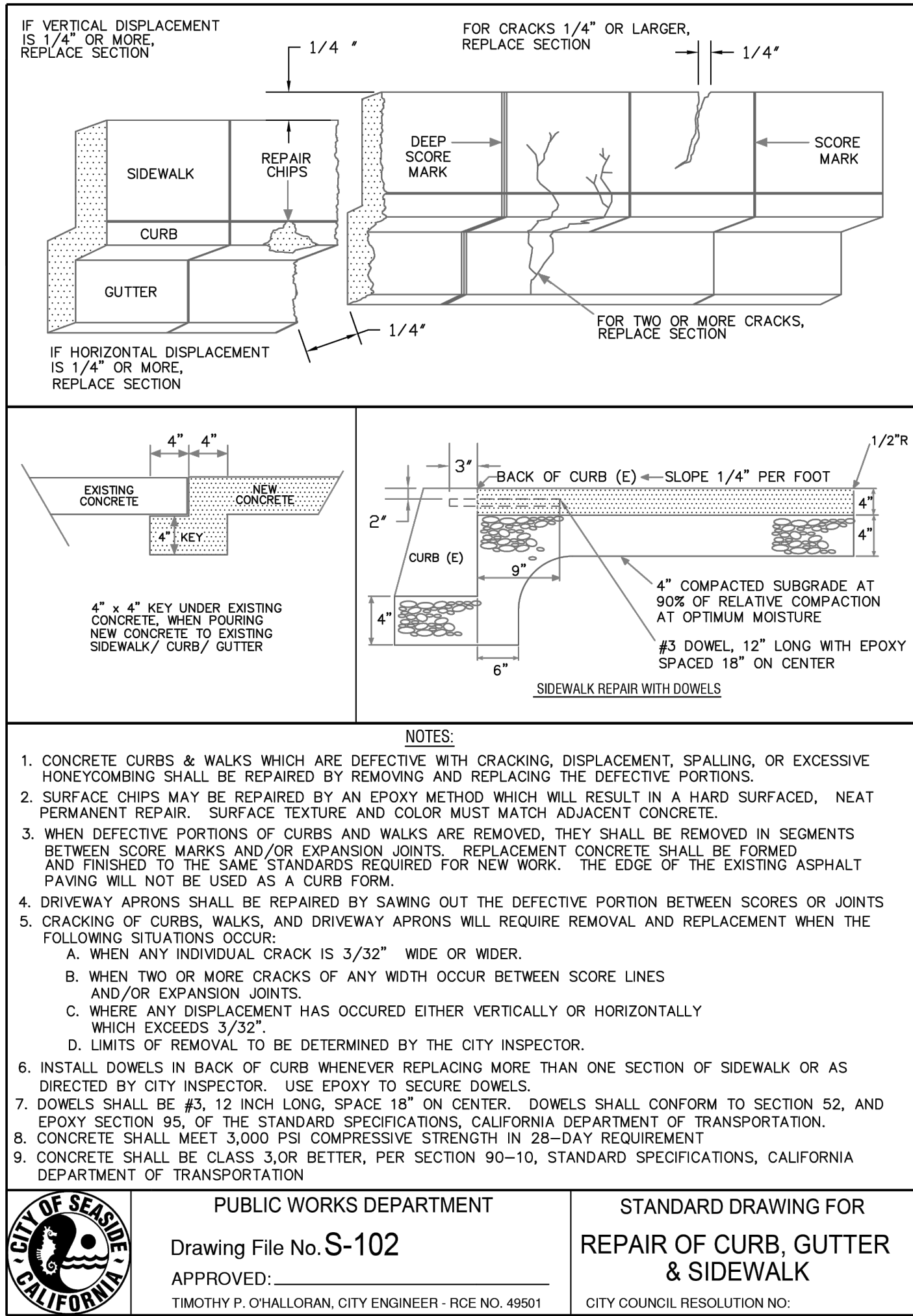
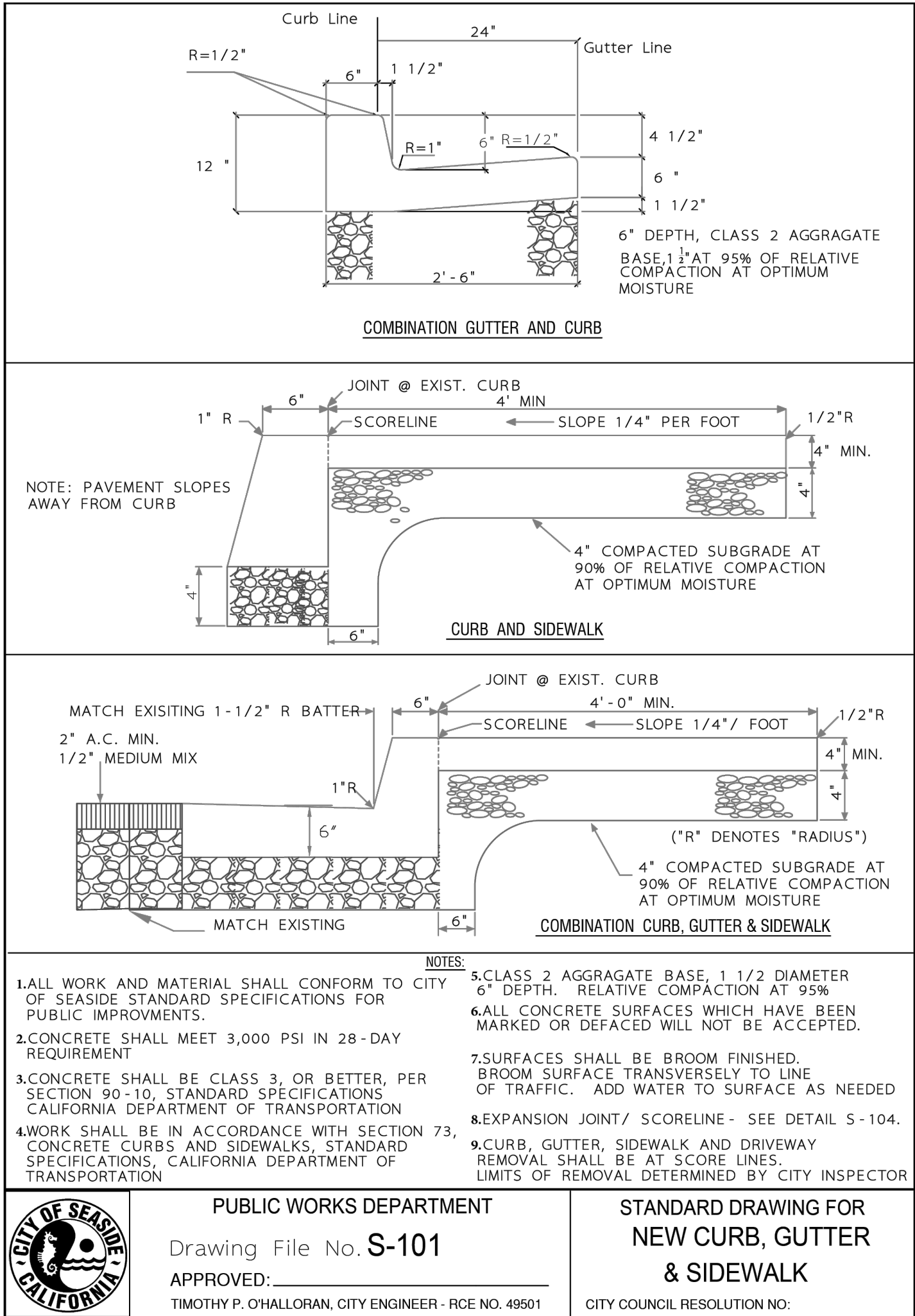
Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



SMWS TO MCWD INTERTIE
DETAILS II

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

SHEET
C-4
7 OF 8



MATERIAL AND COMPACTION REQUIREMENT FOR TRENCH BACKFILL

1. INTERMEDIATE BACKFILL SHALL BE CLASS II AGGREGATE BASE. SUITABLE NATIVE OR IMPORTED GRANULAR MATERIAL MAY BE USED IF ALLOWED BY CITY ENGINEER. RELATIVE COMPACTION SHALL BE AT LEAST 90%.
2. CLASS II AGGREGATE BASE SHALL CONFORM TO THE STATE STANDARD SPECIFICATIONS. MINIMUM RELATIVE COMPACTION SHALL BE 95%. IF PAVEMENT HAVING A STRUCTURAL SECTION GREATER THAN 15" IS CUT, ADDITIONAL BASE MATERIAL MAY BE REQUIRED BY THE CITY ENGINEER. BASE SHALL BE PLACED AND COMPACTED PRIOR TO PLACING OF TEMPORARY PAVING.
3. TESTING OF MATERIALS AND PERFORMANCE SHALL BE IN CONFORMANCE WITH THE METHODS STATED IN THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, EXCEPT THAT RELATIVE COMPACTION MAY BE TESTED BY AASHTO METHOD T180, ASTM D-1557, OR TEST METHOD CALIF. 231 (NUCLEAR DENSITOMETER).
4. PLACE AC IN 3" MAX. LIFTS, EXCEPT FINAL LIFT SHALL BE 2 1/2" MAX. ADDITIONAL THICKNESS AND LIFTS OF ASPHALT CONCRETE MAY BE REQUIRED TO MATCH EXISTING STRUCTURAL SECTION ON MAJOR ROADS, OR PER LOCAL JURISDICTION REQUIREMENTS.
5. "JETTING" OF BACKFILL MATERIAL IS NOT PERMITTED.
6. THE USE OF PEA GRAVEL (OR SIMILAR ROUNDED AGGREGATE), IS NOT PERMITTED.
7. THE USE OF CONTROLLED DENSITY FILL (CDF) SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT. IF CDF IS USED TRENCH PLATES MUST BE USED AND PERMANENT PAVEMENT MUST BE PLACED WITHIN 24 HOURS.
8. TRENCH EDGES SHALL BE TRIMMED TO A NEAT LINE AS REQUIRED BY THE CITY ENGINEER. TRIMMING SHALL BE BY ROTARY GRINDER. TRENCH LINES SHALL HAVE THE LEAST AMOUNT OF JOGS AND REMAIN LINEAR AS MUCH AS POSSIBLE. REFERENCE DRAWING NO. ST-640 & ST-650.
9. THE SURFACE COURSE OF TRENCH RESTORATION SHALL EXTEND TO THE LIP OF GUTTER IF THE EDGE OF TRENCH IS WITHIN 4' OF THE LIP OF GUTTER, AND TO THE EDGE OF PAVEMENT IF THE EDGE OF TRENCH IS WITHIN 4' OF AN UNPAVED SHOULDER.
10. CONTRACTOR MUST SHORE ALL TRENCHES IN CONFORMANCE WITH OSHA AND STATE SAFETY STANDARDS.
11. ALL HOT MIX ASPHALT (HMA) MATERIAL, METHODS AND TOLERANCES SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
227-2600
TWO WORKING DAYS
BEFORE YOU DIG

NO	REVISIONS	DATE	APPR
1			
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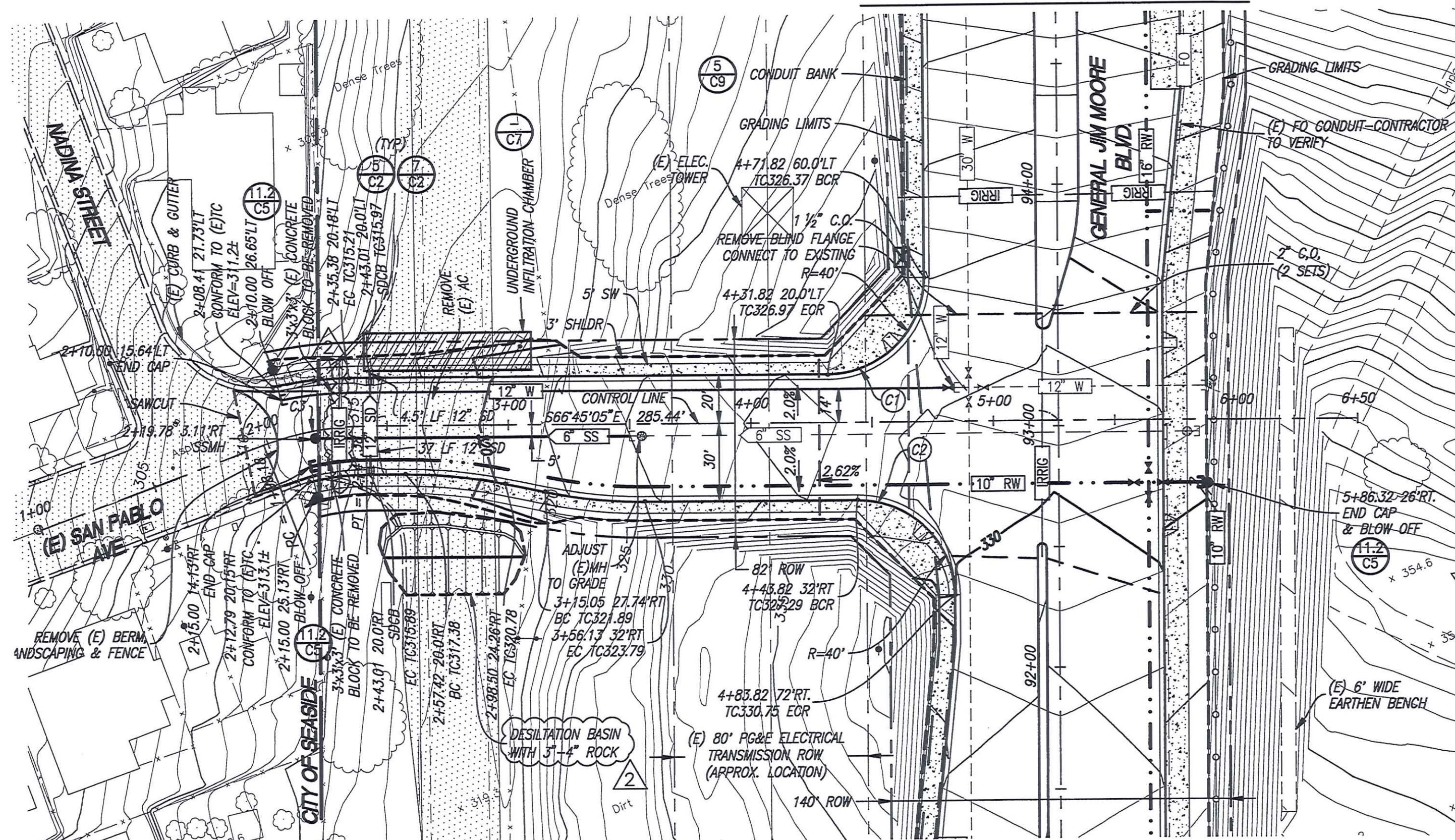


SMWS TO MCWD INTERTIE
DETAILS III

DATE:	6/7/2024
SCALE:	AS SHOWN
DESIGN:	AAS
DRAWN:	ALJ
CHECKED:	AAS

SHEET
C-5
8 OF 8

SEE SHEET C17



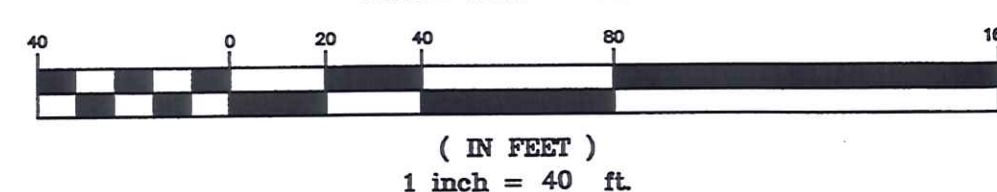
NOTE:
C3 R=120.00'
L=43.20'
D=20°37'38"

PLAN - SAN PABLO AVENUE

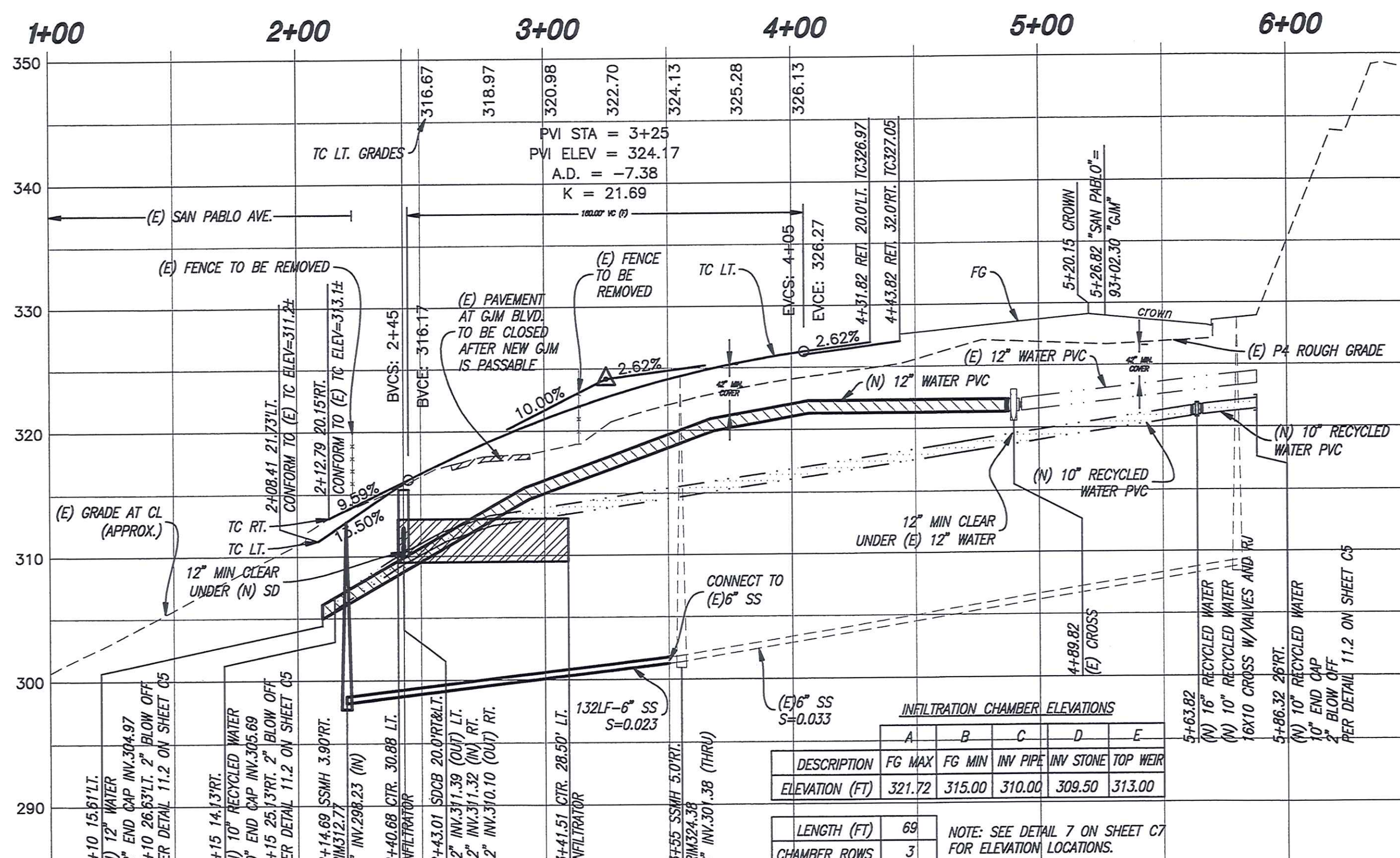
SCALE
H:1"=40'
V:1"=8'

SEE SHEET C17

GRAPHIC SCALE



NOTE:
TOPOGRAPHY SHOWN ON THIS SHEET IS SUBJECT TO CHANGE AND COULD DIFFER FROM WHAT IS SHOWN ON THIS PLANS DUE TO UNFORSEEN FIELD CHANGES. CONTRACTOR SHALL VERIFY EXISTING TOPO PRIOR TO CONSTRUCTION.



PROFILE - SAN PABLO AVENUE

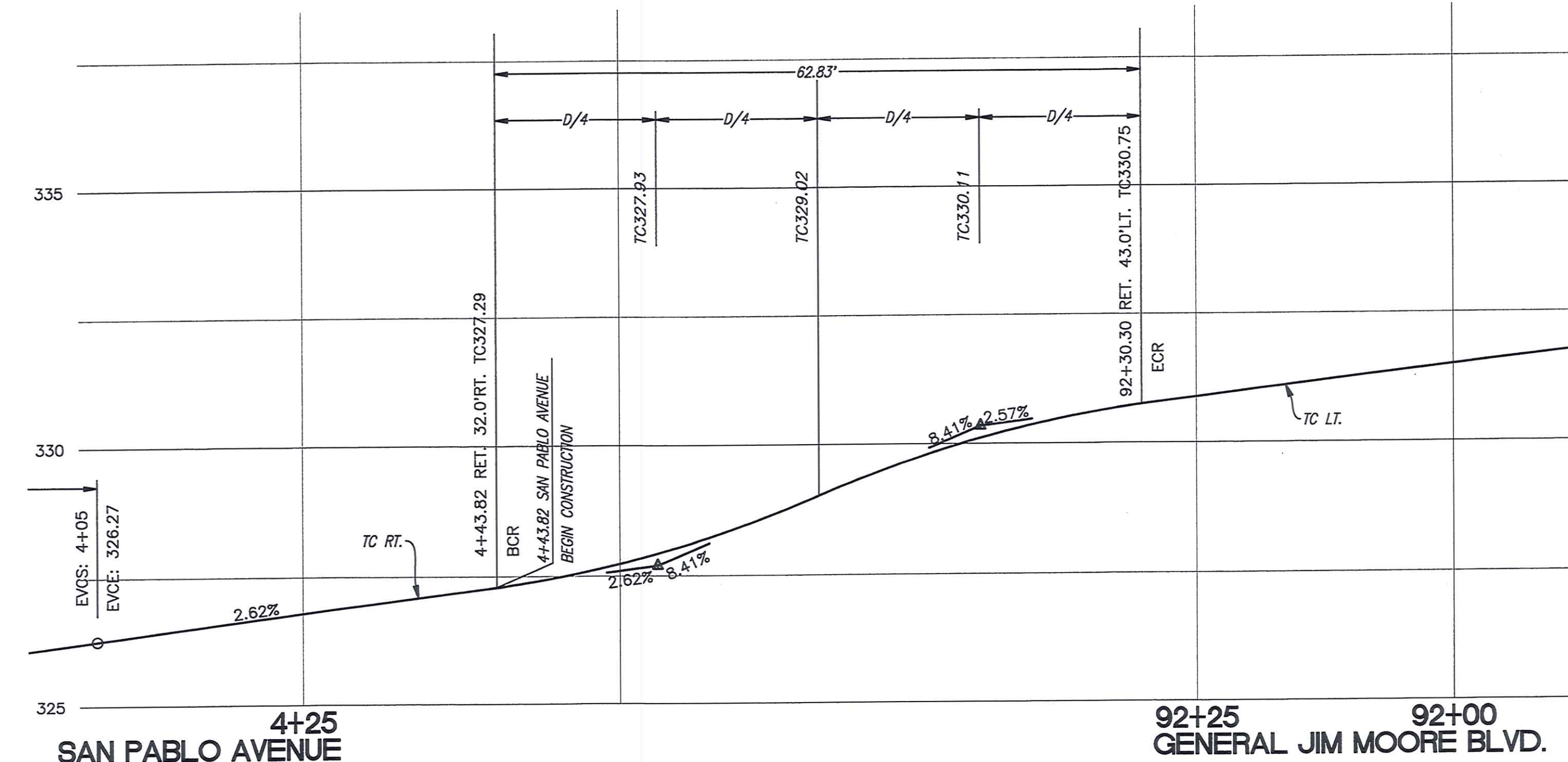
SCALE
H:1"=40'
V:1"=8'



PROFILE - LEFT CURB RETURN

SCALE
H:1"=10'
V:1"=5'

C1 R = 40.00'
Δ = 90°00'00"
L = 62.83'



PROFILE - RIGHT CURB RETURN

SCALE
H:1"=10'
V:1"=5'

C2 R = 40.00'
Δ = 90°00'00"
L = 62.83'

RECORD DRAWING

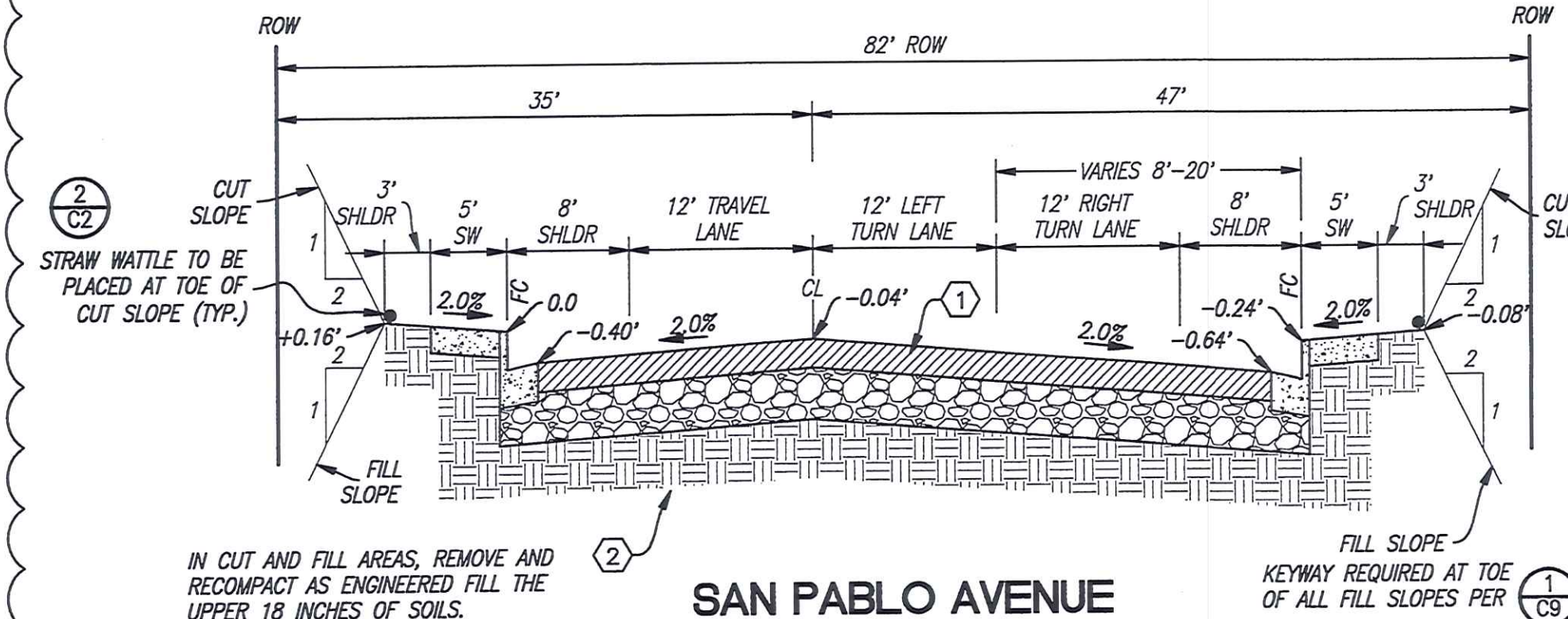
THIS DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY THE CONTRACTOR AND/OR OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, CREEGAN + D'ANGELO CANNOT ASSURE ITS ACCURACY. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

DATE: MARCH 2011

MATERIAL	RECOMMENDED FUTURE PAVEMENT SECTIONS (PER GEOTECHNICAL REPORT)			
	6	7	8	9
ASPHALT CONCRETE	3.5 INCHES	4.0 INCHES	4.5 INCHES	5.5 INCHES
CLASS 2 AGGREGATE BASE, R=78 MIN.	6.0 INCHES	7.0 INCHES	8.0 INCHES	8.0 INCHES

① PAVEMENT SECTION:
SAN PABLO AVENUE TRAFFIC INDEX:
FOR A TRAFFIC INDEX (TI) = 8.5, USE ASPHALT CONCRETE = 5.0 INCHES

② NATIVE SOIL (SUBGRADE PREPARED PER GEOTECHNICAL REPORT RECOMMENDATIONS)



SAN PABLO AVENUE

STA. 2+43± - 4+43±

INFORMATION ONLY

FORT ORD REUSE AUTHORITY

SAN PABLO AVE.

PHASE 5

PLAN & PROFILE

SHEET NUMBER
C22-A
OF 33 SHEETS
DRAWING NO.
707007

Monterey County

Packet Page 153

July 25, 2024
City Council Special Meeting

Item 8K

Attachment – Conformed
Specifications



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

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT FOR AN AMOUNT NOT TO EXCEED \$54,651.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Seaside Municipal Water System to Marina Coast Water District Intertie Project for an amount not to exceed \$54,651.00.

BACKGROUND

Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie Project is located at the northeast corner of San Pablo Avenue and Nadina Street in Seaside, California. The Project consists of interconnecting two water systems by providing a new 8-inch ductile iron pipeline, a pressure-reducing valve station and metering station, and associated valves and instruments.

The project was designed by Schaaf & Wheeler Consulting Civil Engineers. The project was released for construction bids on June 13, 2024, and bids were opened on July 9, 2024. The construction contract is on this July 25th Council Agenda for approval.

The project is scheduled to take 180 calendar days (of which 30 days are on-site) to reach final completion of construction of the project, and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at

this time. The Wallace Group (Wallace) is on the City's list of On-Call Engineering Consultants. Wallace provided construction management and inspection services for the Ellis Park Improvements Project, Fernando Park Improvements Project, Ord Terrace School Crossing Improvements Project, and Lincoln Cunningham Park Basketball Court Improvements, which all recently completed construction. Staff requested a proposal from Wallace to provide construction management and inspection services for the SMWS to MCWD Intertie Project. Wallace provided a proposal for the services for an amount not to exceed \$54,651.00. 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, safety monitoring, materials testing coordination, and project closeout. Staff reviewed the proposal and found the scope and fee acceptable. Staff recommends authorizing the City Manager to execute a Professional Services Agreement with Wallace Group for an amount not to exceed \$54,651.00 for construction management and inspection services for the SMWS to MCWD Intertie Project.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Statutory Exempt under code 15282(k) which exempts the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. SMWS to MCWD Intertie Project constructs a new pipeline of approximately 50-ft in a street right-of-way.

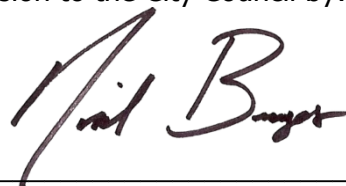
FISCAL IMPACT

The proposed professional services agreement with Wallace Group is for an amount not to exceed \$54,651.00. A 15% contingency, or \$8,197.65, is appropriate for a project of the mentioned scope. The SMWS to MCWD Intertie Project has a total approved FY 2024/25 budget of \$302,185.00. There are not sufficient funds in the Project account (401-8910-9570) to cover the total cost of the professional service agreement including contingency of \$62,848.65 with Wallace Group. If approval of an additional budget of \$116,203.20 is approved with Item 8K, the Project account (401-8910-9570) will have sufficient funds to cover the cost of the professional services agreement with Wallace Group.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement
-

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 A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT FOR AN AMOUNT NOT TO EXCEED FOR AN AMOUNT NOT TO EXCEED \$54,651.00

WHEREAS, the Seaside Municipal Water System to Marina Coast Water District Intertie Project (Project) is adopted in the fiscal year 2024/2025 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the project requires construction management and inspection of the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie Project, and the city does not have the staffing resources to support this project; and

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

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the SMWS to MCWD Intertie Project from pre-construction through construction closeout in the amount of \$54,651.00.

WHEREAS, the services included in the Wallace proposal included 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, safety monitoring, materials testing coordination, and project closeout; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$8,197.65 contingency, 15% of the agreement value, should be authorized on an as required basis, for a total agreement value of \$62,848.65; and

WHEREAS, the current total fiscal year 2024/25 budget for SMWS to MCWD Intertie Project (account no. 401-8910-9570) is \$302,185.00, not including encumbrances; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the SMWS to MCWD Intertie Project for an amount not to exceed \$54,651.00 and written amendments such that the total agreement does not exceed \$62,848.65.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25^h day of July 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICE SEASIDE WATER SYSTEM TO MARINA COAST WATER
DISTRICT INTERTIE PROJECT**

THIS AGREEMENT, is made and effective July 25, 2024 between the City of Seaside, a municipal corporation ("Agency") and 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 the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall 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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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 **FIFTY FOUR THOUSAND SIX HUNDRED FIFTY ONE dollars (\$54,651.00)** 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.

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

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

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, CA 939401
Attention: 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, Zack Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zack Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zack Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Wallace Group

By: 
Kari E. Wagner, Principal, PE 66026

Date: July 12, 2024

City of Seaside
A Municipal Corporation


Nicholas Borges, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Engineering Services
	Exhibit E	Resolution 22-62 On-Call Engineering Services

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

EXHIBIT A

SCOPE OF WORK/CONSULTANT'S PROPOSAL

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

EXHIBIT A

June 28, 2024 (Revision 2)

Nisha Patel, PE
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - Seaside Municipal Water System to Marina Coast Water District Intertie

Dear Ms. Patel,

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



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, QSD/P - Construction Manager

Zach is the Director of Construction Management and brings extensive experience in project management and civil engineering. Zach will serve as the primary construction manager and serve as the main point of contact for the City. 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.



ANTHONY LEHMAN, QSP/QSD - Alternate Construction Manager

Anthony Lehman may function as an alternate 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.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



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.

PROJECT UNDERSTANDING

TECHNICAL

The City of Seaside (City) is performing a connection with Marina Coast Water District (MCWD) to construct an intertie between the two water systems. The intertie will occur at the intersection of San Pablo Ave and Nadina St. A new vault (14 ft x 6 ft) will be constructed at this corner approximately 8 feet deep and set on a bed of 3/8-in pea gravel. Connection will be made to the existing MCWD system at a 12-in PVC dead end main and valve, with the installation of a 12"x8" reducer and thrust block. Connection will be made to the City's system, to an existing 12-inch cement-line-steel-pipe, via tapping saddle or a new tee. Prior to this connection, the existing steel pipe diameter will need to be verified via pothole. The system will also include an 8-inch bypass around the vault. In the new vault, both a magnetic and ultrasonic meter will be installed, including a pressure reducing valve.

Following construction of the vault and connections, new curb and gutter will be poured to increase the size of sidewalk area to accommodate the new improvements. The roadway asphalt will be restored and a new accessible curb ramp will be installed per Caltrans Standards.

The City has retained Schaaf & Wheeler as the Engineer of Record who performed the design and will perform services during construction. Construction Documents provided are as follows:

- Plans titled "Seaside Municipal Water System to Marina Coast Water District Intertie" by Schaaf & Wheeler (plotted 6/7/24, accepted by the City on 6/11/24, 9 pages)
- Specifications titled "Project Manual for Seaside Municipal Water System to Marina Coast Water District Intertie" (dated June 2024, 158 pages)



SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

Project Communication and Coordination

- Facilitate project communication and coordination with the City, MCWD, 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
- Conduct virtual Weekly Progress meetings with contractor, 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 pre-construction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, MCWD, 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 due 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 180 calendar days from Notice to Proceed. We anticipate that much of these calendar days will be for material procurement.

We have assumed that the physical on-site work will occur over a period of 30 working days and we have budgeted for part time inspection (4 hours/day). We have assumed an average of 6 hours/week for project management for the 30 working days during construction. For the remaining 15 calendar days following substantial completion, we have budgeted an additional 8 hours for project management and 22.5 hours of on-site inspection for final punchlist walks and to verify corrected items.

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:
 - Roadway Sawcutting and Demolition
 - Connections to existing water systems
 - Vault & Appurtenance Installation
 - Roadway Restoration & Concrete Flatwork
 - Traffic control plans and implementation
 - Construction staging
 - 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
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Coordinate material testing as needed
- 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

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.)

TASK 4: MATERIALS TESTING

Based on our review of the plans, material testing of trench backfill and pavement base rock will be necessary. We have provided an estimated budget of \$5,000 for EarthSystems to provide material laboratory testing and quality assurance compaction testing of the trench backfill and base rock sections. Compaction testing will not be performed on the asphalt restoration. Due to the small nature of the project, a proposal was no solicited from EarthSystems at this time.

SCHEDULE

The project is currently out to bid with a due date of July 9, 2024. We expect the work to start in late Summer/early Fall 2024, depending on material lead times. The City has allowed for 180 calendar days for the contract, but we have budgeted for 30 working days for the contractor to complete the on-site work with an additional 15 calendar days after substantial completion.

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 \$54,651 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
- Surveying

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 Zach Teske at zacharyt@wallacegroup.us or 831-226-9132.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:


Zach Teske, PE
Director of Construction Management
612 Clanton 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

Exhibit A - Budget Estimate
Exhibit B - 2024 Standard Rate Sheet
Exhibit C - Standard Terms & Conditions

Wallace Group Team Resource Estimate for the PP24-8206 Seaside to MCWD Intertie CM - rev2

PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE)	Assistant Resident Engineer (Jorge Avila)	Prevailing Wage Construction Inspector (Jorge Avila)	EarthSystems	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR	TOTAL COST
		HRS	HRS	HRS	Cost	Cost	HRS	\$	\$
		RATE	\$220	\$170	\$180				
1	Pre-Construction	10	32			\$40	42	\$7,640	\$7,680
2	Construction	44		143		\$603	187	\$35,330	\$35,933
3	Post-Construction	4	24			\$201	28	\$4,960	\$5,161
4	Materials Testing (optional)				\$ 5,000			\$5,000	\$5,000
	SUB-TOTALS	58	56	143		\$844	257		
	WALLACE GROUP LABOR COSTS	\$12,760	\$9,520	\$25,650					\$47,930
	WALLACE GROUP DIRECT COSTS								\$844
	SUBCONSULTANT DIRECT COSTS				\$5,000				\$5,000
	DIRECT COSTS OVERHEAD @							15%	\$877
	TOTAL								\$54,651

Task Budgets may fluctuate within Overall Budget

Exhibit B
Standard Billing Rates



Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager	\$245
Principal.....	\$270

Public Works Administration Services:

Project Analyst I - IV	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III	\$170/\$175/\$185

Support Services:

Office Assistant	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

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

Invoicing and Interest Charges:

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

EXHIBIT B
FEE SCHEDULE

Wallace Group Team Resource Estimate for the PP24-8206 Seaside to MCWD Intertie CM - rev2

PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE)	Assistant Resident Engineer (Jorge Avila)	Prevailing Wage Construction Inspector (Jorge Avila)	EarthSystems	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR	TOTAL COST
		HRS	HRS	HRS	Cost	Cost	HRS	\$	\$
		RATE	\$220	\$170	\$180				
1	Pre-Construction	10	32			\$40	42	\$7,640	\$7,680
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	SUB-TOTALS	58	56	143		\$844	257		
	WALLACE GROUP LABOR COSTS	\$12,760	\$9,520	\$25,650					\$47,930
	WALLACE GROUP DIRECT COSTS								\$844
	SUBCONSULTANT DIRECT COSTS				\$5,000				\$5,000
	DIRECT COSTS OVERHEAD @							15%	\$877
	TOTAL								\$54,651

Task Budgets may fluctuate within Overall Budget

EXHIBIT C
INSURANCE REQUIREMENTS

Exhibit C
Terms and Conditions

Client and Consultant agree that the following provisions shall be part of their agreement:

Billings/Payments: Accrued fees and direct charges will be billed monthly by the Consultant and shall be due at the time of billing unless otherwise specified in this agreement. Failure of Client to make full payment within 30 days of the date of invoice, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Ownership of Documents: All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

Electronic Media: Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, Client agrees to indemnify and hold harmless and indemnify Consultant from all claims and expenses arising out of the modification or use of these materials.

Document Reuse: Client agrees not to reuse Consultant's drawings, specifications, or other related documents without Consultant's written consent. In the event that changes are made to the plans and specifications by the Client, his agents, or employees, the Client agrees to hold harmless and indemnify Consultant for any and all liability arising out of or resulting from such changes.

Indemnification: The Consultant shall indemnify and save harmless Client, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Consultant, and its officers, employees, agents or sub consultants arising out of or in connection with Consultant services to be performed under this agreement.

The Client shall indemnify and save harmless Consultant, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Client, and its officers, employees, agents or sub consultants arising out of or in connection with services to be performed under this agreement.

Certifications: Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Retention: If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

Attorneys' Fees: In the event any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the sum of the Consultant's fees or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, or breach of contract.

Termination of Services: The agreement may be terminated by the Client or the Consultant should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- 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. 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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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.

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Marina Coast Water District Intertie Project

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

Construction Management and Inspection Service for the Seaside Water System to
Marina Coast Water District Intertie Project

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.

EXHIBIT D
REQUEST FOR ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

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

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

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

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

EXHIBIT E
RESOLUTION 22-62 ON-CALL ENGINEERING SERVICES

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.

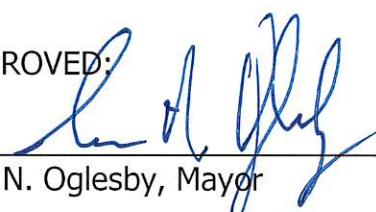
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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:

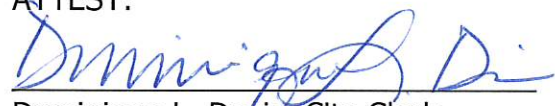
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



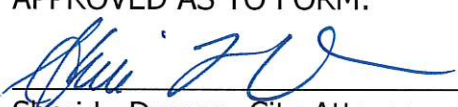
Ian N. Oglesby, Mayor

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.: 9.A.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT MEDIANS RENOVATION PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO MARINA LANDSCAPE INC. FOR AN AMOUNT NOT TO EXCEED \$467,500.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$514,250.00

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Fremont Medians Renovation Project; awarding a construction agreement to Marina Landscape Inc. for an amount not to exceed \$467,500.00; establishing a 10% construction contingency for a total project construction amount not to exceed \$514,250.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

The Fremont Medians Renovation Project installs gravel, mulch, and plants, underlain with weed barrier within the center median islands of Fremont Boulevard from Kimball Avenue north to Del Monte Boulevard. The goal of the project is to improve the esthetics with a natural appearance and reduce weed maintenance and irrigation needs of the center median islands.

The design was complete, and the Project was released for construction bids on May 9, 2024. Bids were received and opened on June 12, 2024, from the following contractors:

Contractor	Bid
Marina Landscape Inc.	\$467,500.00
Construction Pros ML	Non-responsive

There were two addendums issued for this Project. Addendum #1 was issued on May 20, 2024, and Addendum #2 was issued on June 7, 2024. Revisions and clarifications declared in addendums are essential elements to the contract documents. Bidders must acknowledge receiving addendums by signing and returning the addendums with the sealed bids. Failure to acknowledge receipt of addendums will result in a non-responsive bid. Construction Pros ML bid proposal was deemed non-responsive for not acknowledging Addendum #2 and not submitting the bid on the revised proposal form. Staff reviewed and evaluated the submitted bids, and it was determined that Marina Landscape Inc. is the lowest responsive and responsible bidder with a total bid amount of \$467,500.00, and they have the qualifications and experience levels satisfactory to perform all work within the project scope.

The proposed construction agreement with Marina Landscape Inc. is for an amount not to exceed \$467,500.00. A construction contingency of 10%, or \$46,750.00, is appropriate for a project of this scope for a total construction cost of \$514,250.00. The Fremont Median Renovations Project is in the adopted FY 2024/25 Capital Improvement Program, with an available budget of \$641,428.00.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class1, Section 15301 Existing Facilities). The project includes renovation and minor alteration to the existing center median on Fremont Boulevard which would not result in an expansion of use.

FISCAL IMPACT

The Fremont Median Renovations Project is in the adopted FY 2024/25 Capital Improvement Program, with an available budget of \$641,428.00. There are sufficient funds in the Project account 342-8910-9579 to execute the construction agreement including construction contingency with Marina Landscape Inc. in the amount of \$514,250.00.

ATTACHMENTS

1. Resolution
2. Construction Agreement
3. Plans
4. Specifications

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "Nick Borges". The signature is written in a cursive, flowing style. The first name "Nick" is written with a large, stylized "N" and "i". The last name "Borges" is written with a large "B" and a cursive "o", "r", "g", "e", and "s".

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 FREMONT MEDIANS RENOVATION PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO MARINA LANDSCAPE INC. FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$457,500.00 AND A TOTAL AUTHORIZED COST WITH 10% CONTINGENCY OF \$514,250.00

WHEREAS, the Fremont Medians Renovation Project (Project) is approved in the City's Capital Improvement Program identified in fiscal year 2024/2025 annual budget; and

WHEREAS, the Project installs gravel, mulch, and plants, underlain with weed barrier within the center median islands of Fremont Boulevard from Kimball Avenue north to Del Monte Boulevard; and

WHEREAS, the goal of the Project is to improve the esthetics with a natural appearance while reducing weed maintenance and irrigation needs of the center median islands; and

WHEREAS, the Project designed was completed and released for construction bids on May 9, 2024; and

WHEREAS the project bid documents included two bid addendums; and

WHEREAS on June 12, 2024, two bids were received at a public bid opening; and

WHEREAS, following a review and evaluation of the bids, Construction Pros ML bid proposal was deemed non-responsive for not acknowledging Addendum #2; and

WHEREAS, Marina Landscape Inc. was determined to have the lowest responsive and responsible bid in the amount of \$467,500.00; and

WHEREAS, and amount of \$46,750.00 contingency, approximately 10% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Marina Landscape Inc. has successfully completed similar median landscape projects; and

WHEREAS, the Project is categorical exempt per Article 19, section 15301 of CEQA because the project consists of renovations to the existing medians on Fremont Boulevard, and involves negligible or no expansion of use.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Fremont Medians Renovation Project, and authorizes the City Manager to execute a construction agreement with Marina Landscape Inc. for the Fremont Medians Renovation Project, for an amount not to exceed \$467,500.00; 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 agreement outlined above such that the full value of the construction agreement may not exceed \$514,250.00.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day of July 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



**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
FREMONT MEDIANS RENOVATION PROJECT**

This Agreement, made and concluded in duplicate this 25th day of July 2024, between the CITY OF SEASIDE, herein referred to as "City", and Marina Landscape 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 FREMONT MEDIANS RENOVATION – KIMBALL TO DEL MONTE, dated May 9, 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.	BID ITEMS	UNIT	TOTAL QTY	UNIT PRICE	TOTAL COST
1	Mobilization, Bonds & Insurance	LS	1	\$41,000.00	\$41,000.00
2	Traffic Control	LS	1	\$20,000.00	\$20,000.00

3	Water Pollution Control Program	LS	1	\$20,000.00	\$20,000.00
4	Tree Protection	LS	1	\$9,000.00	\$9,000.00
5	Site Clearing	SF	43,000	\$2.00	\$86,000.00
6	Demolition	LS	1	\$9,000.00	\$9,000.00
7	Earthwork and Grading	SF	43,000	\$1.00	\$ 43,000.00
8	Landscape Maintenance	LS	1	\$5,400.00	\$5,400.00
9	Aggregate Base	TN	70	\$80.00	\$ 5,600.00
10	Small Crushed Gravels: ¾" Rock, with weed mat	TN	220	\$110.00	\$24,200.00
11	Large Crushed Gravels: 2" Rock, with weed mat	TN	200	\$120.00	\$24,000.00
12	Cobble Paving	SF	4,900	\$16.00	\$78,400.00
13	Landscape Irrigation	LS	1	\$45,000.00	\$45,000.00
14	Irrigation Controller	LS	1	\$6,500.00	\$6,500.00
15	Soil Preparation	SF	1,350	\$4.00	\$5,400.00
16	Landscape Planting, with weed mat	LS	1	\$45,000.00	\$45,000.00
Total Bid					\$467,500.00

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

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

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

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

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

CITY OF SEASIDE
Nisha Patel, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Marina Landscape Inc.
3707 W Garden Grove Blvd.
Orange, CA 92868
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

CONTRACTOR

by: _____
Nicholas Borges, Acting City Manager

by: _____
Hue TA, Vice President of Estimating

Date

Date

Licensed in accordance with an act providing for the
registration of Contractors. License No. 492862



FREMONT MEDIANS RENOVATION - KIMBALL TO DEL MONTE

100% CONSTRUCTION DOCUMENTS
CITY OF SEASIDE, CALIFORNIA

PROJECT DIRECTORY

CLIENT
City of Seaside

LANDSCAPE ARCHITECT
BFS Landscape Architects
425 Pacific Street, Suite 201
Monterey, CA 93940
(831) 646-1383
Contact (First Name, Last Name)

PROJECT DESCRIPTION

Improvement of the medians at Fremont Blvd from Kimball Ave to Del Monte.

GENERAL NOTES

DESIGN INTENT These Drawings and accompanying technical specifications represent the general design intent to be implemented on the site. Contractor shall be responsible for contacting the Owner's Representative for any additional clarification or details necessary to accommodate site conditions.

CONTRACTOR COORDINATION The Contractor shall coordinate and otherwise integrate his work with that of others in an efficient, craftsmanlike and timely manner so as to provide the Owner with a well-constructed, easily maintainable project. Each contractor shall notify others at least two working days in advance of covering, completing or exposing work to be installed by others.

CONTRACTORS' JOB SITE CONDITIONS Refer to Division 00 and Division 01 of the Project Specifications

GENERAL SITE NOTES The Contractor agrees to assume sole and complete responsibility for site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner and the Design Consultant harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Owner or the Design Consultant.

COMPOSITE BASE SHEET The proposed improvements shown on these Drawings are superimposed on a base sheet. This base sheet is compiled from a boundary survey, a topographic survey, architectural and/or engineering documents and other data as made available by the Owner. The Design Consultant shall not be held liable for changes, inaccuracies, omissions or other errors on these documents. The composite base sheet is provided only as an aid, and the Contractor shall be responsible for reviewing these documents and incorporating/integrating all construction as required to accommodate same.

UTILITIES A reasonable effort has been made to locate and delineate all known underground utilities. The Contractor is cautioned that only excavation will reveal the types, extent, sizes, location and depths of such underground utilities. However, the Design Consultant can assume no responsibility for the completeness or accuracy of delineation of such underground utilities, nor for the existence of other buried objects or utilities which are not shown on these Drawings.

- For areas under public ownership or private lands with public utility easements, the Contractor is responsible for contacting utility companies prior to commencing construction, and requesting a visual verification of the locations of their underground utilities. The utility companies are members of the Underground Service Alert (USA) one-call program. Notification shall be a minimum of (2) working days in advance of performing excavation work by contacting USA North at 811 / 1-800-227-2600 / www.usanorth.org for Northern California, and DigAlert 811 / www.digalert.org for Southern California.
- For areas under private ownership and campuses not members of USA, the Contractor is responsible for engaging the services of a private utility locator for a visual verification of the locations of underground utilities. Excavation is defined as being 6 or more inches in depth below the existing surface.

CODES / STANDARDS

GENERAL: Bring conflicts between Codes, Referenced Standards, Drawings, and Specifications to the attention of the Construction Manager in writing, for resolution before taking any action. Where differences exist between codes and standards, the one affording the greatest protection shall apply. If the year of adoption is omitted from the Code or Standard designation, it shall mean the latest revision in effect on the Bid date.

California Model Water Efficient Landscape Ordinance 2015 (DWR Title 23 Chapter 2.7) or local ordinance if applicable.

ABBREVIATIONS

AB	Aggregate Base	LB	Pound
AC	Asphalt Concrete	LF	Linear Feet
AD	Area Drain	LOW	Limit of Work
ALT	Alternate	LP	Low Point
APPROX	Approximate	MAX	Maximum
ARCH	Architectural	MECH	Mechanical
BLDG	Building	MED	Medium
BC	Bottom of Curb	MFR	Manufacturer
BW	Bottom of Wall	MH	Manhole
BS	Bottom of Step	MIN	Minimum
BOT	Bottom	MM	Millimeter
CB	Catch Basin	MTL	Metal
CBC	CA Building Code	(N)	New
CI	Cast Iron	NIC	Not In Contract
CL, ¢	Centerline	NO	Number
CLR	Clear	NOM	Nominal
CM	Centimeter	NTS	Not To Scale
CMU	Concrete Masonry Unit	OC	On Center
CONC	Concrete	OD	Outside Diameter
CONST	Construction	OPP	Opposite
CONT	Continuous	PA	Plant Area
CO	Cleanout	PB	Pull Box
COORD	Coordinate	PE	Polyethylene
CY	Cubic Yard	PERF	Perforated
DBL	Double	POB	Point of Beginning
DEMO	Demolition	POC	Point of Connection
DET	Detail	POS	Point on Slope
DG	Decomposed Granite	PNT	Point
DIA, Ø	Diameter	PREFAB	Prefabricated
DN	Down	PSI	Pounds per Square Inch
DWG	Drawing	PT	Pressure Treated
(E), EX	Existing	PVC	Polyvinyl Chloride
EA	Each	QTY	Quantity
EG	Existing Grade	R, RAD	Radius
EJ	Expansion Joint	REBAR	Reinforcement Bar
EP	Edge of Paving	REF	Reference
ELEV	Elevation	REQD	Required
ELEC	Electrical	RIM	Rim Elevation
EQ	Equal	RND	Round
EQUIP	Equipment	RWL	Rain Water Leader
EXP	Exposed	S4S	Surface Four Sides
EXT	Exterior	SCH	Schedule
FFE	Finished Floor Elevation	SD	Storm Drain
FG	Finished Grade	SF	Square Foot
FL	Flow Line	SIM	Similar
FOB	Face of Building	SPECS	Specifications
FOC	Face of Curb	SQ	Square
FPS	Feet Per Second	SS	Sanitary Sewer
FS	Finish Surface	STL	Steel
FSF	Finish Surface Field	SY	Square Yard
FT	Foot	SYN	Synthetic
GA	Gauge	TBD	To be Determined
GALV	Galvanized	TC	Top of Curb
GB	Grade Break	THK	Thick
GI	Galvanized Iron	TS	Top of Step
GPH	Gallons Per Hour	TYP	Typical
GPM	Gallons Per Minute	TW	Top of Wall
HDG	Hot Dipped Galvanized	U/G	Underground
HDR	Header	UON	Unless Otherwise Noted
HORIZ	Horizontal	VERT	Vertical
HP	High Point	VIF	Verify in Field
HSS	Hollow Structural Steel	W	Water
ICV	Irrigation Control Valve	WP	Weaked Plane Joint
ID	Inside Diameter	WV	Water Valve
INT	Interior	VVWM	Welded Wire Mesh
INV	Invert	W	With
		WD	Wood

SYMBOLS

	Revision Callout		Area Plan Callout
	Elevation Callout		Reference Note
	Section Callout		Detail Reference

SHEET INDEX

SHEET NO.	CONTENTS:	35% CD	65% CD	100% CD
L-0.0	COVER SHEET	●	●	●
L-1.1	DEMOLITION PLAN - CANYON DEL REY BLVD TO BROADWAY AVE		●	●
L-1.2	DEMOLITION PLAN - BROADWAY AVE TO ORD GROVE		●	●
L-1.3	DEMOLITION PLAN - ORD GROVE TO CALIFORNIA AVE		●	●
L-2.1	CONSTRUCTION PLAN - CANYON DEL REY BLVD TO BROADWAY AVE	●	●	●
L-2.2	CONSTRUCTION PLAN - BROADWAY AVE TO ORD GROVE	●	●	●
L-2.3	CONSTRUCTION PLAN - ORD GROVE TO CALIFORNIA AVE	●	●	●
L-3.1	IRRIGATION PLAN - CANYON DEL REY BLVD TO BROADWAY AVE	●	●	●
L-3.2	IRRIGATION PLAN - BROADWAY AVE TO ORD GROVE	●	●	●
L-3.3	IRRIGATION PLAN - ORD GROVE TO CALIFORNIA AVE	●	●	●
L-4.1	PLANTING PLAN - CANYON DEL REY BLVD TO BROADWAY AVE	●	●	●
L-4.2	PLANTING PLAN - BROADWAY AVE TO ORD GROVE	●	●	●
L-4.3	PLANTING PLAN - ORD GROVE TO CALIFORNIA AVE	●	●	●
L-5.1	CONSTRUCTION DETAILS	●	●	●

VICINITY MAP



LOCATION MAP



PLANS APPROVED FOR CONSTRUCTION:

NISHA PATEL, RCE#72491
CITY ENGINEER

5-8-24
DATE

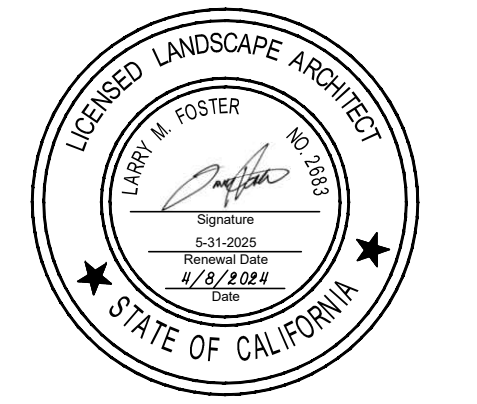
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NO. DATE DESCRIPTION

PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.089
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
Cover Sheet

SHEET NO:
L-0.0



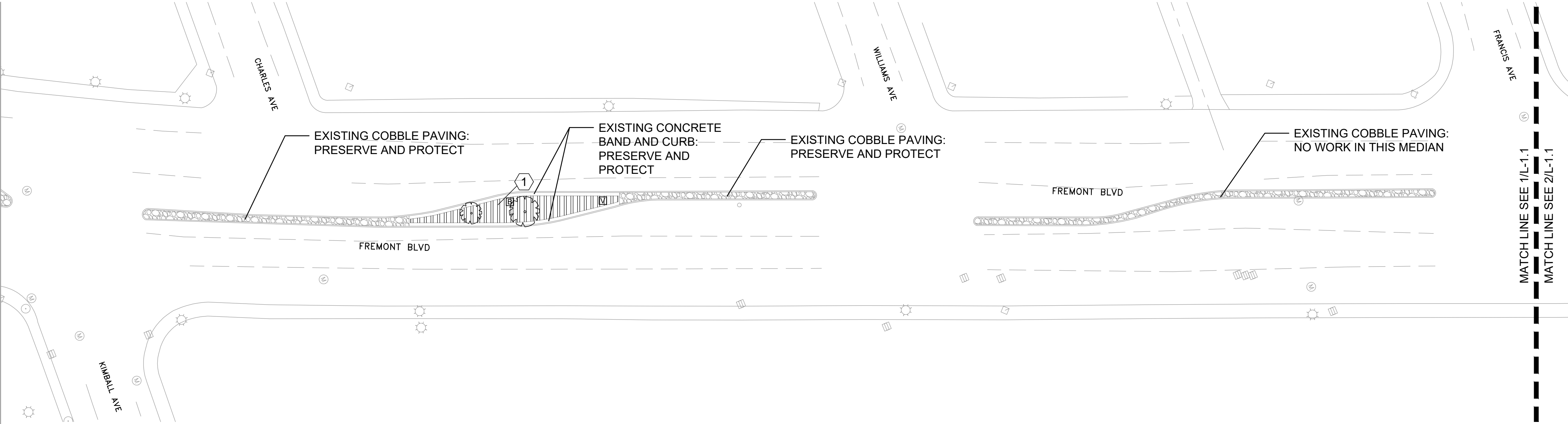
LEGEND

- Clear and Grub: See Specs
- Existing Tree, Palm: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
- Existing Tree, Pine: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
- Existing Tree, Marina Strawberry Tree: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
- Existing Boulders: adjust as needed for new work.
- Existing Backflow Preventer: preserve and protect.
- Existing Vacuum Release: preserve and protect.
- Existing Irrigation Controller: See notes below.
- Existing mainline: not shown, VIF, preserve and protect.

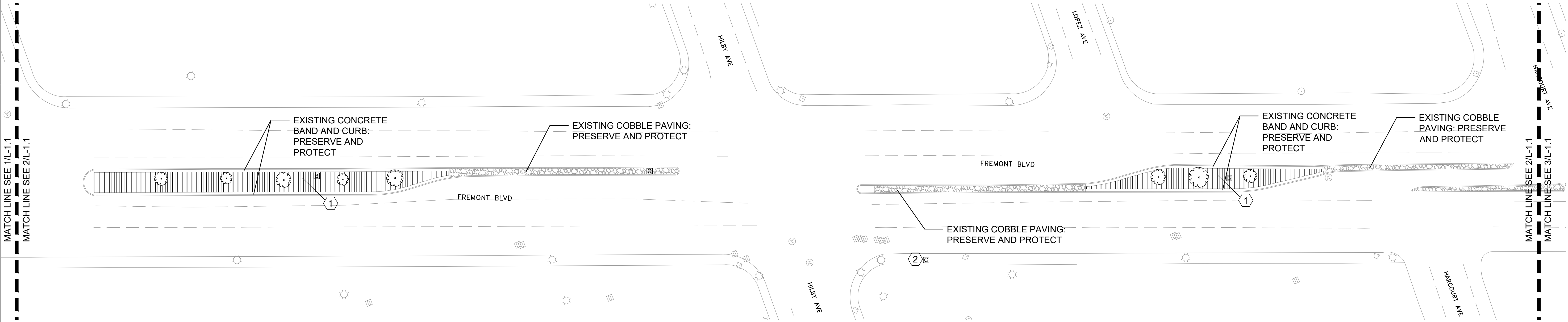
REFERENCE NOTES

- ① Existing irrigation valve to be removed and salvaged. See Irrigation Plans for new work.
- ② Remove and replace existing irrigation controller (at the corner of Hilby and Fremont, next to 7-11) and pedestal. See Irrigation Plans for new work.

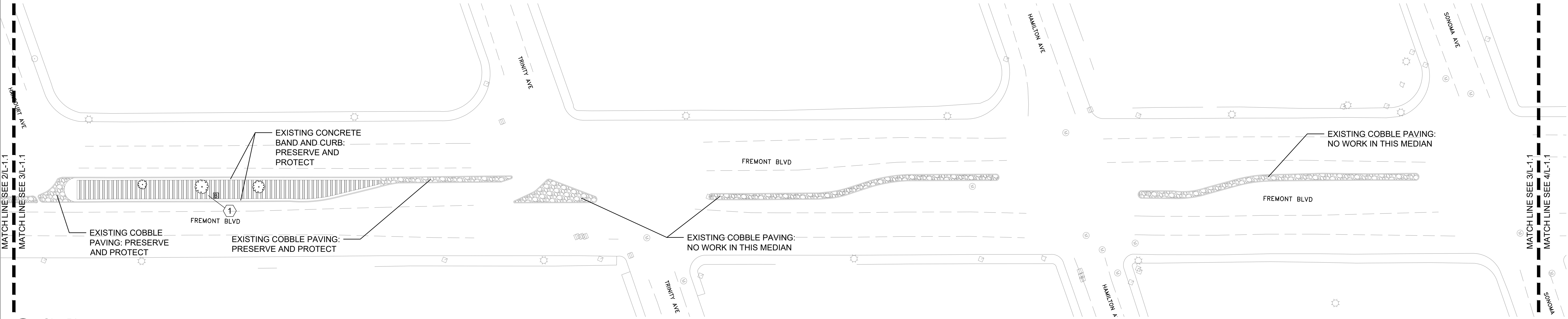
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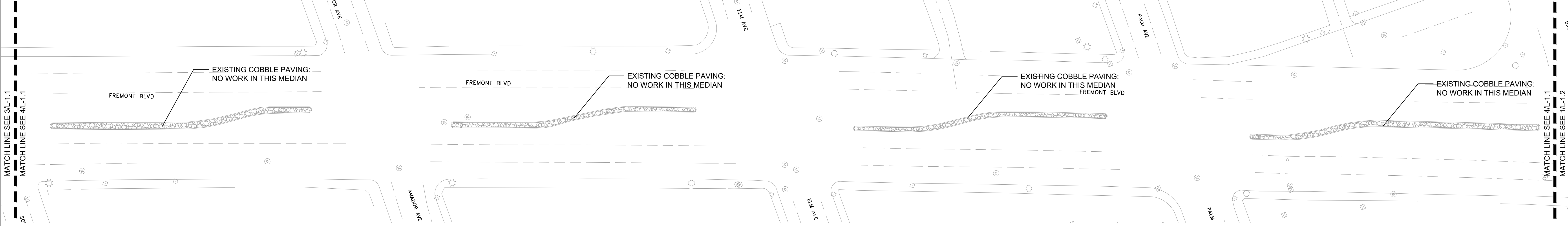
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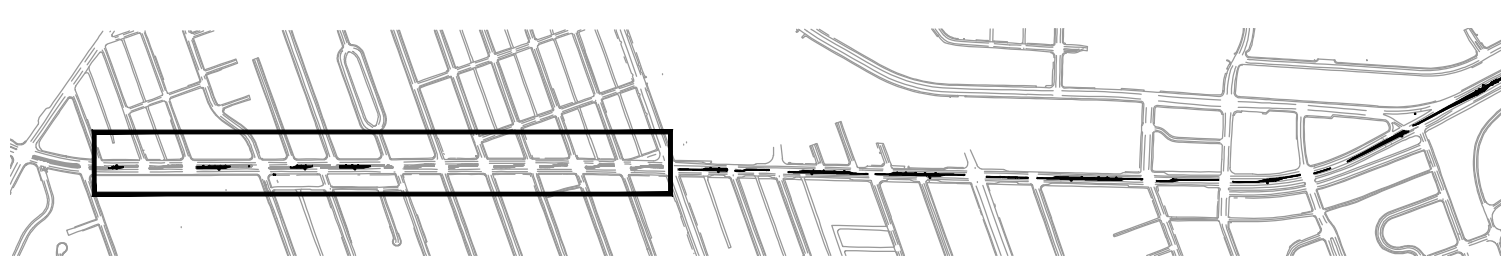
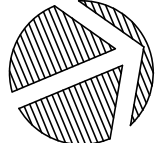
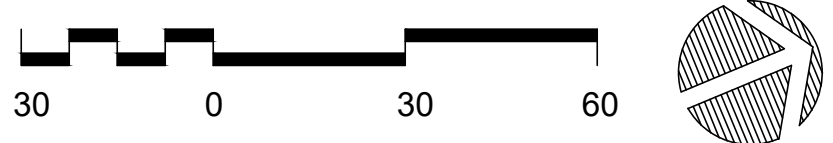
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3 Site Plan
AS SHOWN



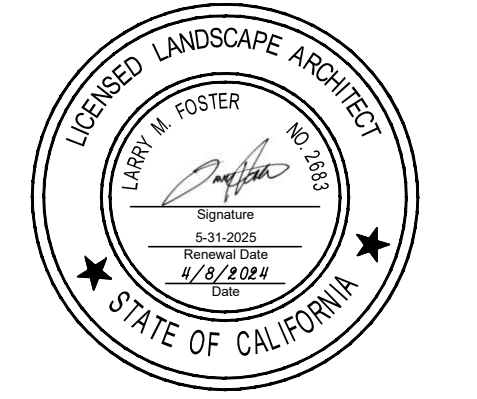
4 Site Plan
AS SHOWN



PROJECT:
**FREMONT MEDIANS
RENOVATION
KIMBALL AVE TO DEL MONTE
CITY OF SEASIDE**

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**DEMOLITION
PLAN
KIMBALL AVE TO
BROADWAY AVE**
SHEET NO:
L-1.1

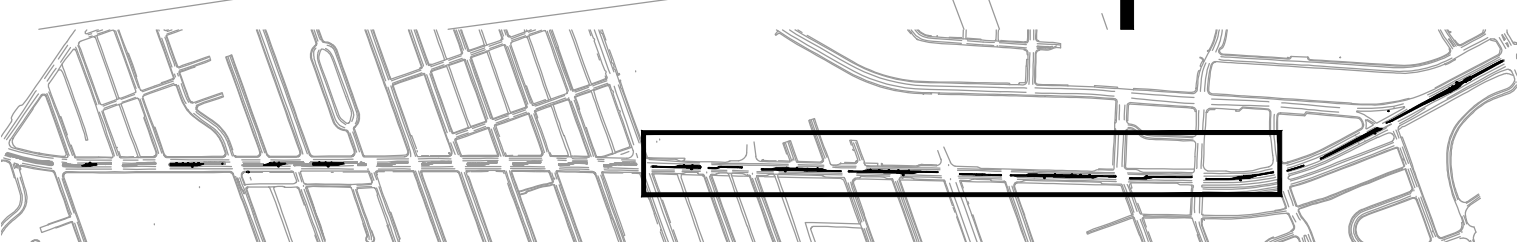
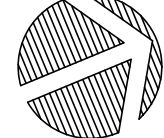
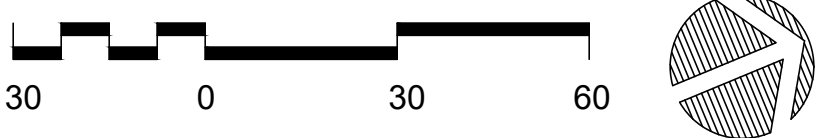
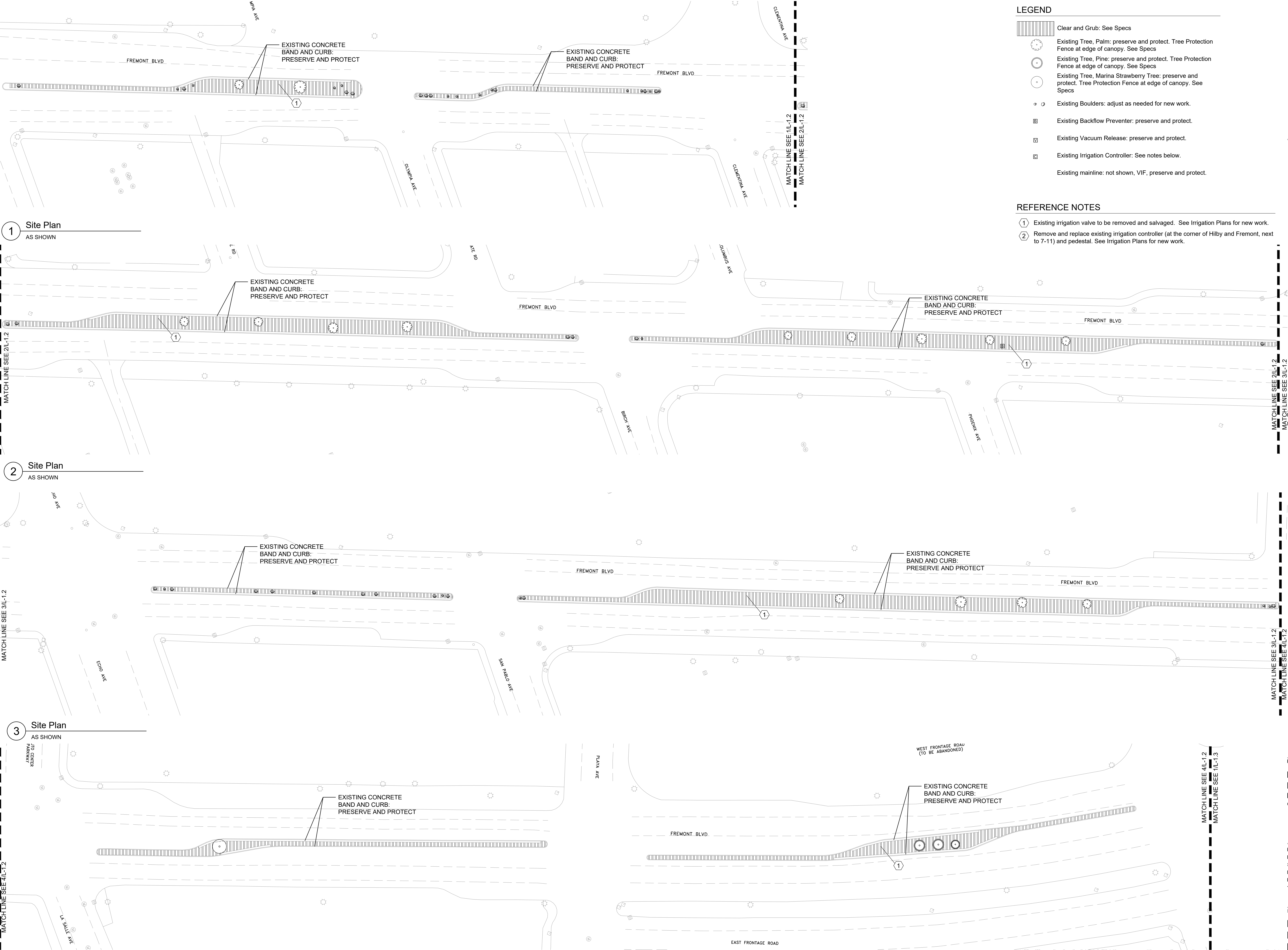


LEGEND

- Clear and Grub: See Specs
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- Existing Tree, Pine: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
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- Existing Boulders: adjust as needed for new work.
- Existing Backflow Preventer: preserve and protect.
- Existing Vacuum Release: preserve and protect.
- Existing Irrigation Controller: See notes below.
- Existing mainline: not shown, VIF, preserve and protect.

REFERENCE NOTES

- Existing irrigation valve to be removed and salvaged. See Irrigation Plans for new work.
- Remove and replace existing irrigation controller (at the corner of Hilby and Fremont, next to 7-11) and pedestal. See Irrigation Plans for new work.



PROJECT:
**FREMONT MEDIANS
RENOVATION**
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**DEMOLITION
PLAN**
BROADWAY AVE
TO ORD GROVE

SHEET NO:
L-1.2



LEGEND

- Clear and Grub: See Specs
- Existing Tree, Palm: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
- Existing Tree, Pine: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
- Existing Tree, Marina Strawberry Tree: preserve and protect. Tree Protection Fence at edge of canopy. See Specs
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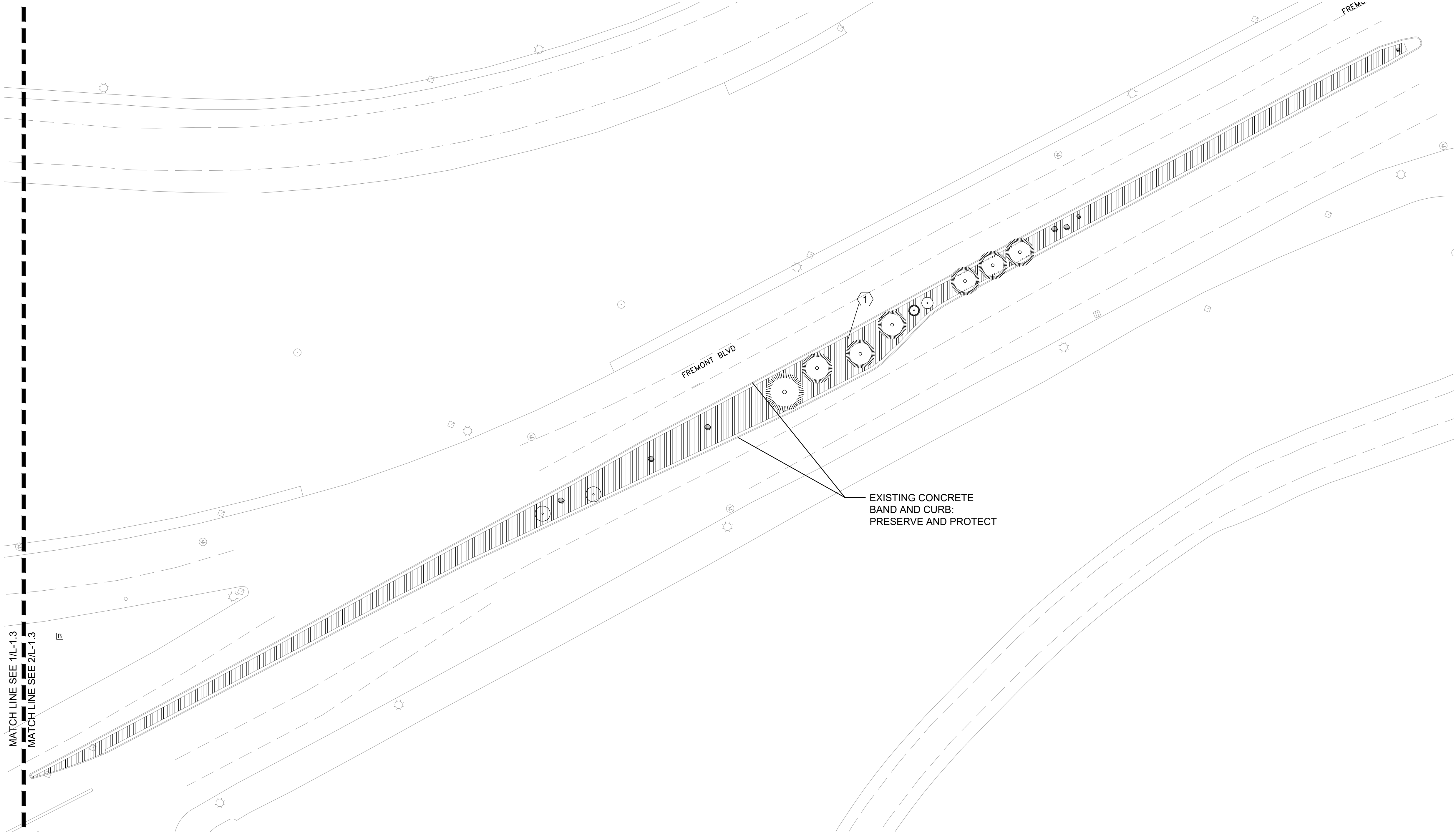
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NO.	DATE	DESCRIPTION

PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

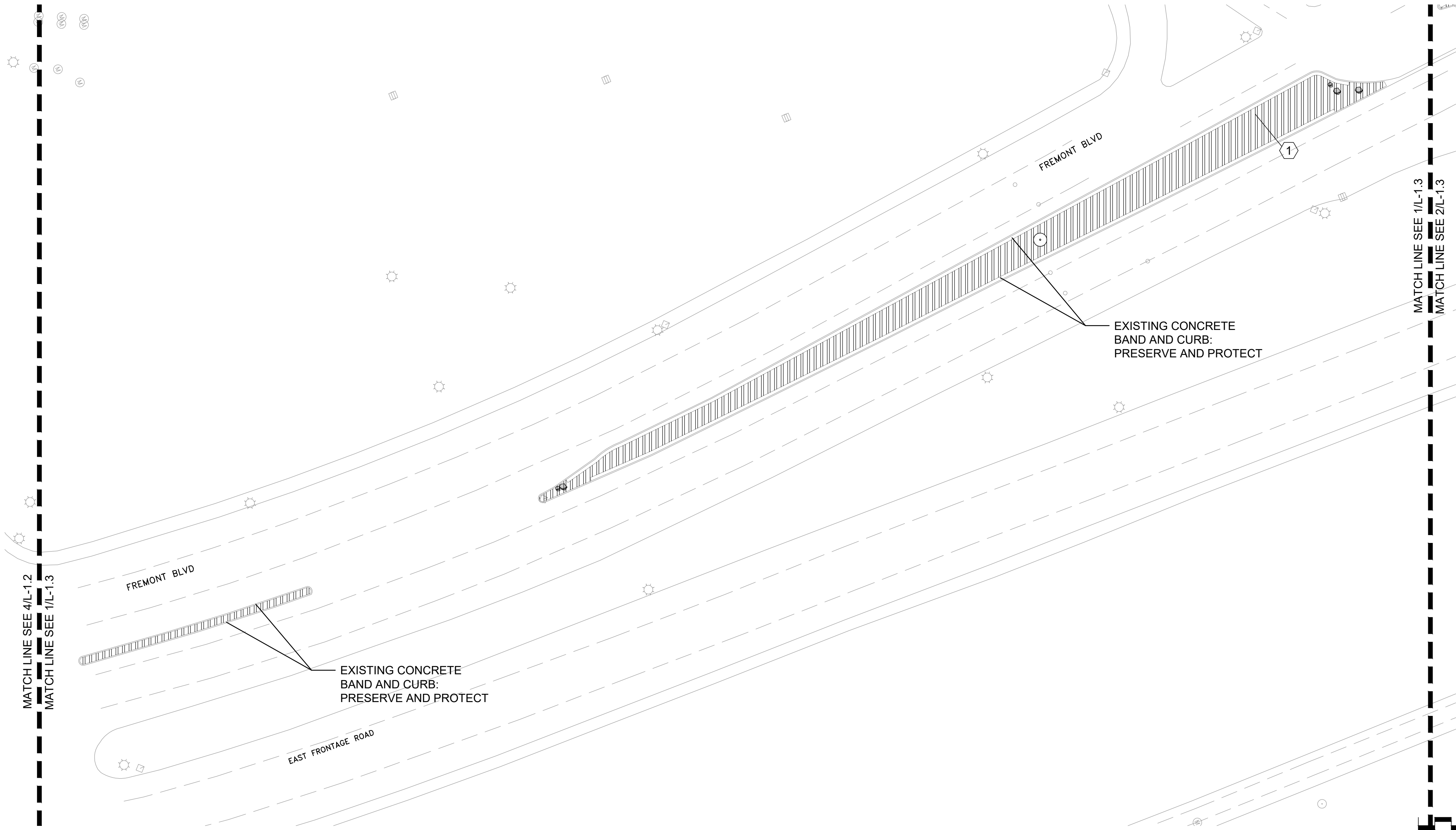
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DATE: 4/1/2024
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DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
DEMOLITION PLAN
ORD GROVE TO CALIFORNIA AVE

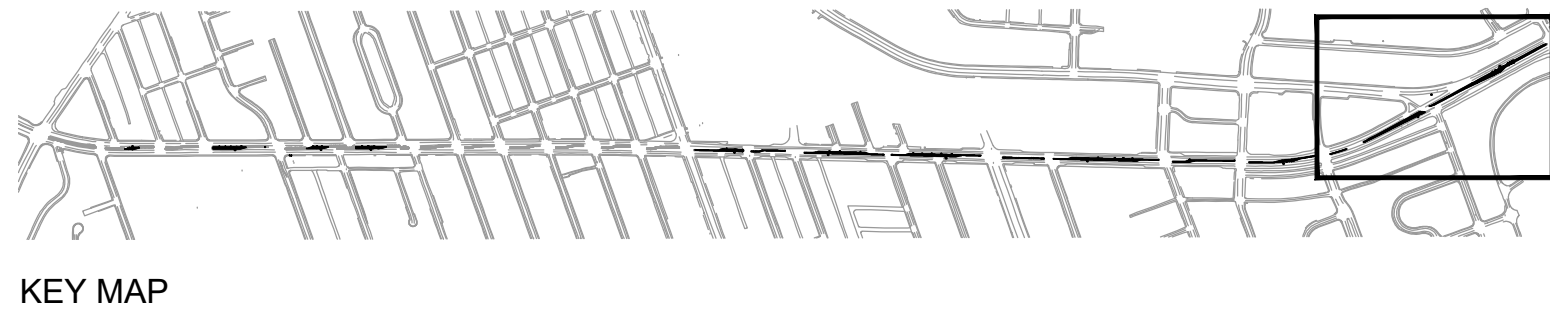
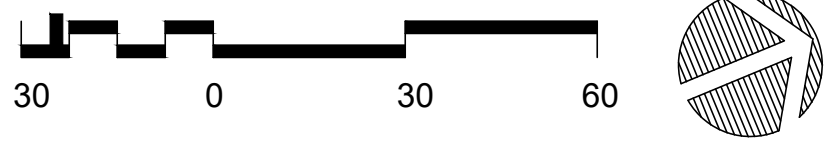
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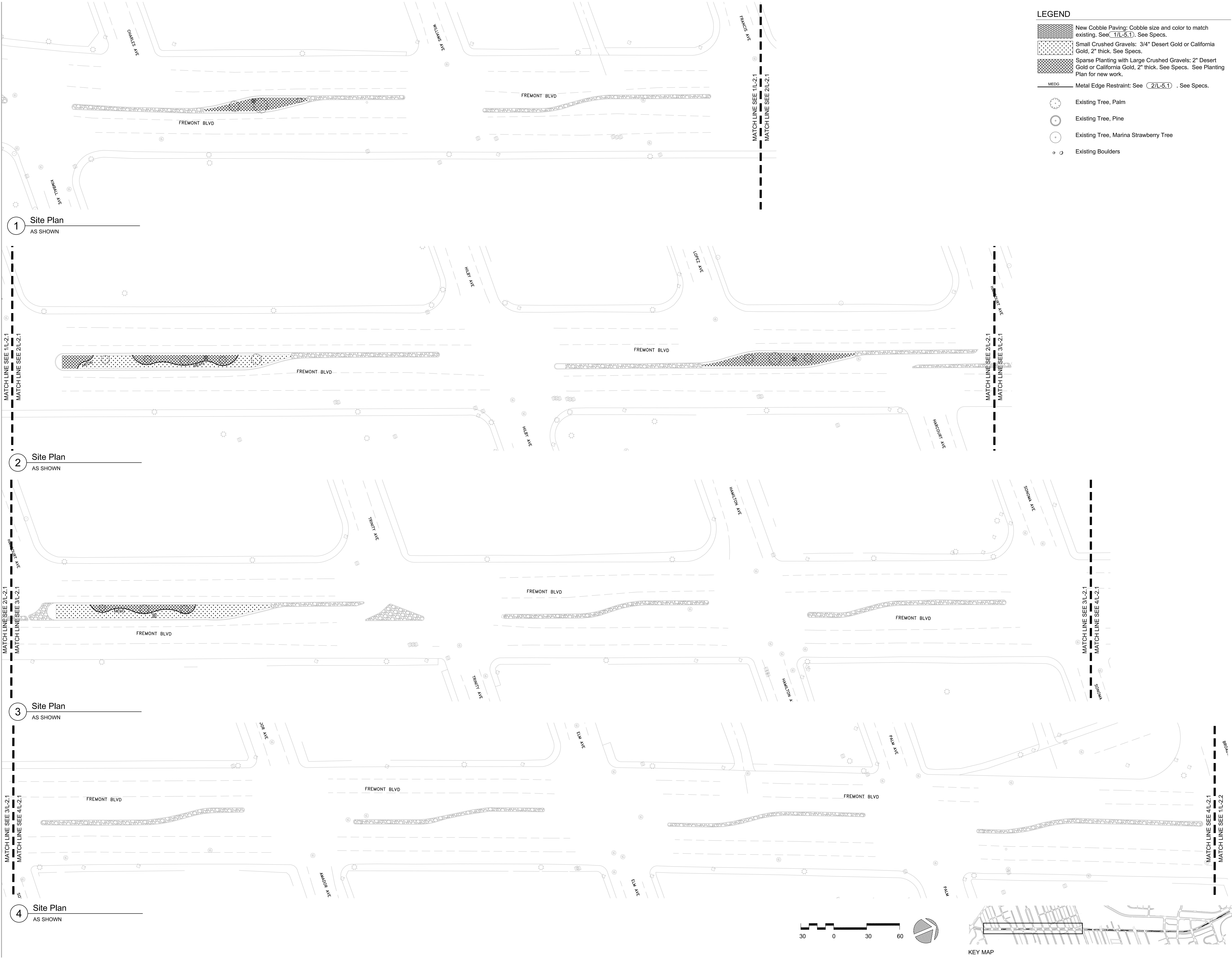


2 Site Plan
AS SHOWN



1 Site Plan
AS SHOWN





LEGEND

New Cobble Paving: Cobble size and color to match existing. See 1/L-5.1. See Specs.

Small Crushed Gravels: 3/4" Desert Gold or California Gold, 2" thick. See Specs.

Sparse Planting with Large Crushed Gravels: 2" Desert Gold or California Gold, 2" thick. See Specs. See Planting Plan for new work.

MEDG Metal Edge Restraint: See 2/L-5.1 . See Specs.

Existing Tree, Palm

Existing Tree, Pine

Existing Tree, Marina Strawberry Tree

Existing Boulders

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

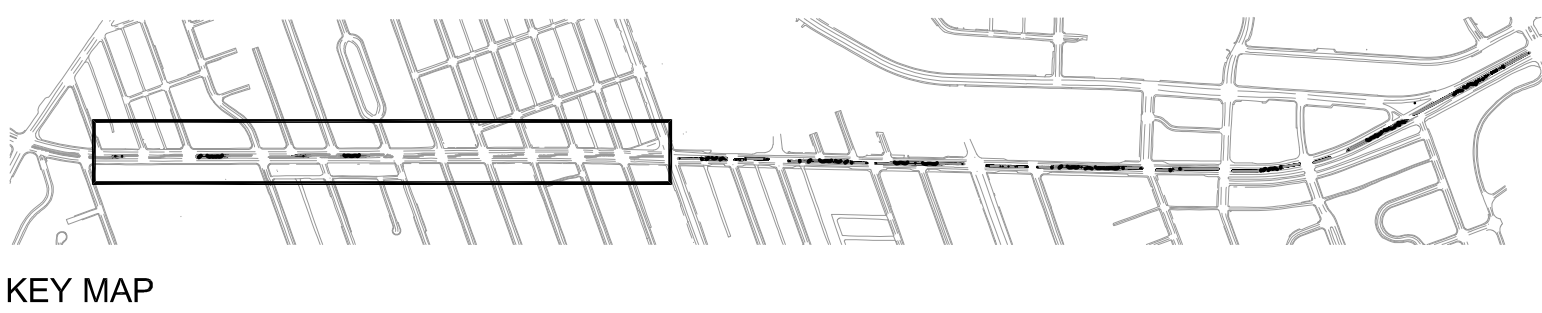
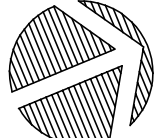
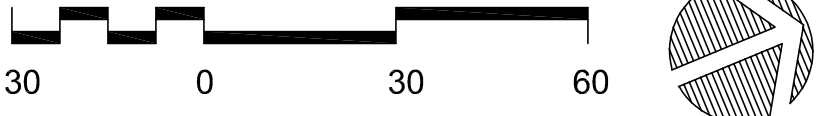
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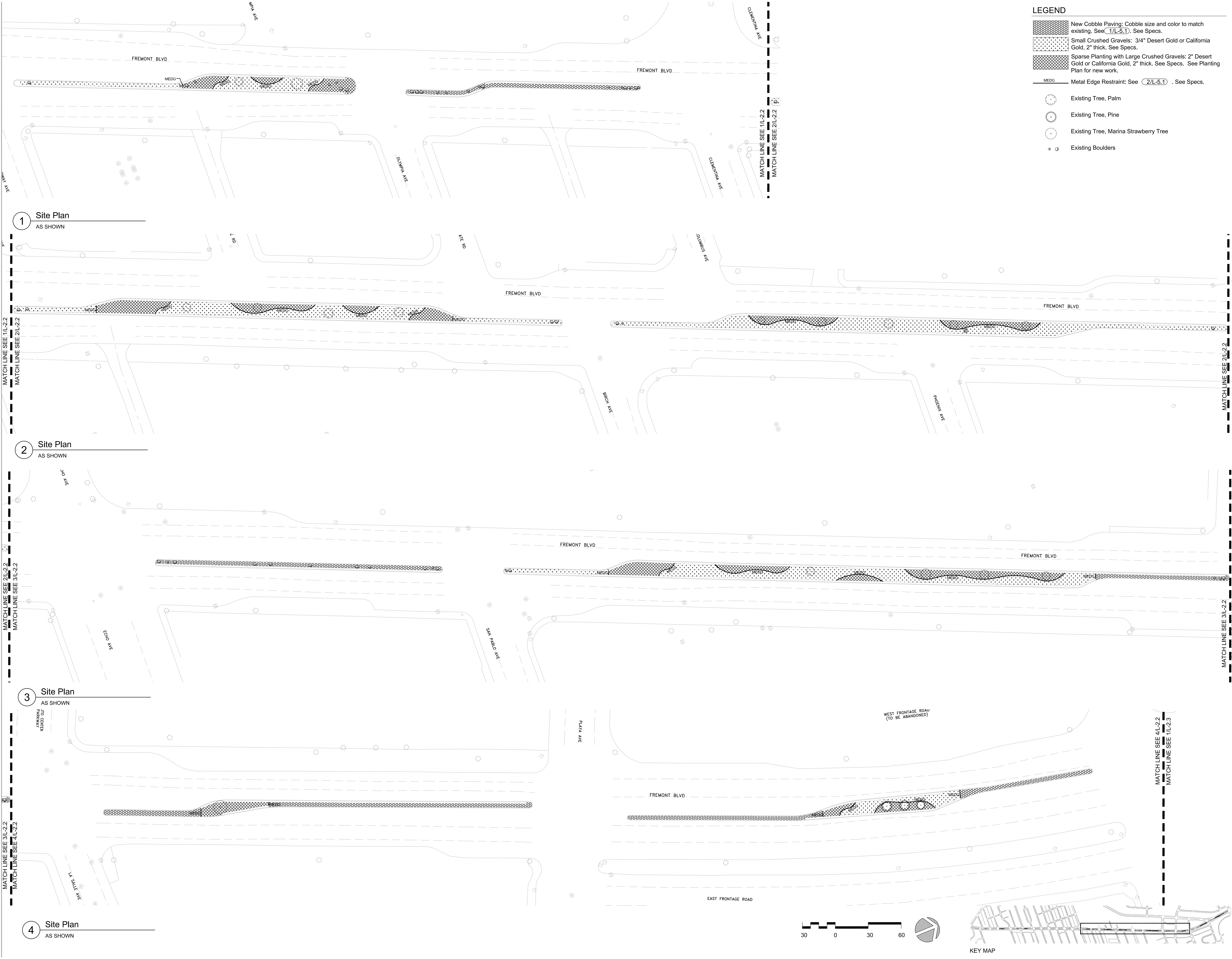
PROJECT:
**FREMONT MEDIANS
RENOVATION
KIMBALL AVE TO DEL MONTE
CITY OF SEASIDE**

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**CONSTRUCTION
PLAN
KIMBALL AVE TO
BROADWAY AVE**

SHEET NO:
L-2.1





- LEGEND**
- New Cobble Paving: Cobble size and color to match existing. See (1/L-5.1). See Specs.
 - Small Crushed Gravels: 3/4" Desert Gold or California Gold, 2" thick. See Specs.
 - Sparse Planting with Large Crushed Gravels: 2" Desert Gold or California Gold, 2" thick. See Specs. See Planting Plan for new work.
 - MEDG Metal Edge Restraint: See (2/L-5.1). See Specs.
 - Existing Tree, Palm
 - Existing Tree, Pine
 - Existing Tree, Marina Strawberry Tree
 - Existing Boulders



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



REVISIONS:

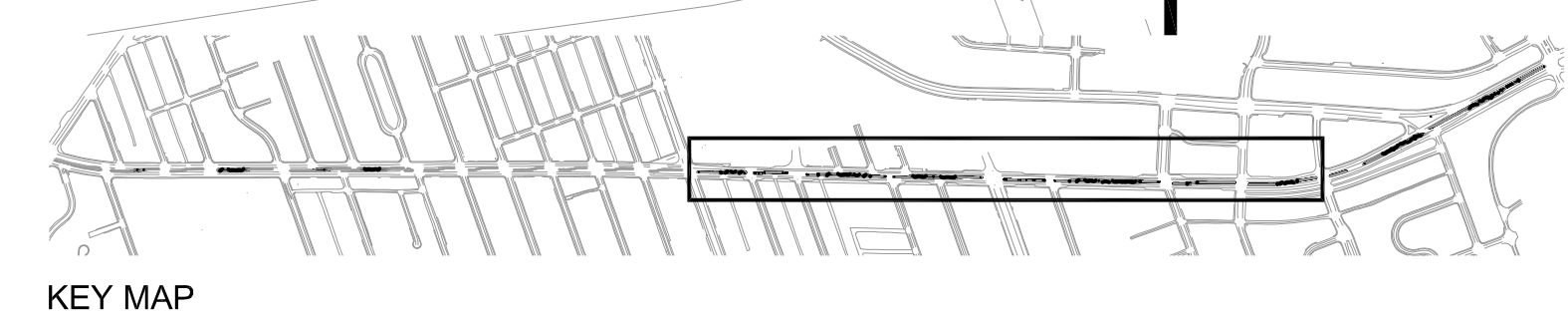
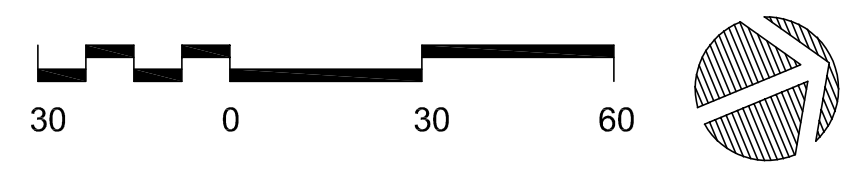
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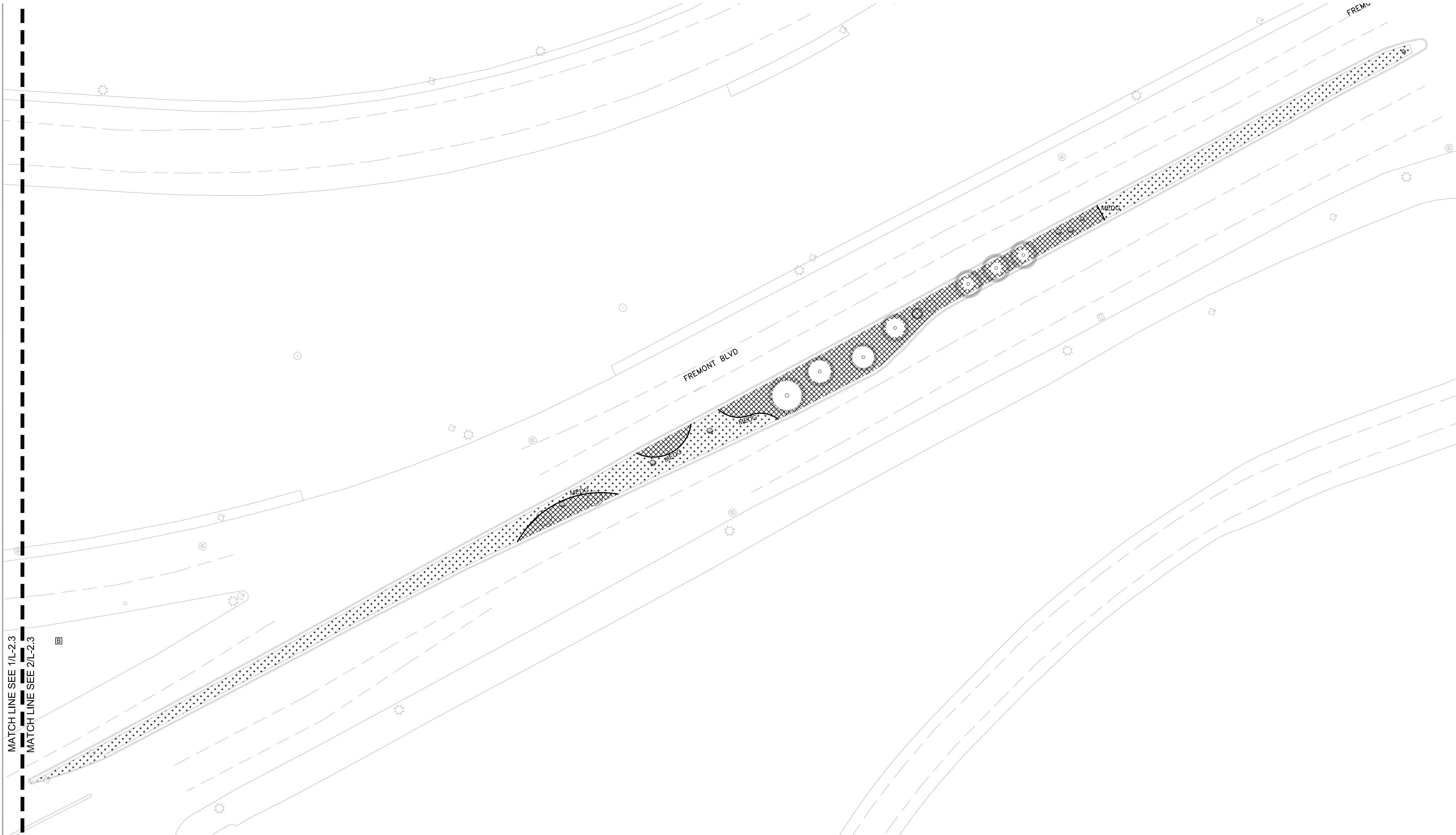
PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
CONSTRUCTION PLAN
BROADWAY AVE TO ORD GROVE

SHEET NO:
L-2.2





2 Site Plan
AS SHOWN



1 Site Plan
AS SHOWN

LEGEND

New Cobble Paving: Cobble size and color to match existing. See (1/L-5.1). See Specs.

Small Crushed Gravels: 3/4" Desert Gold or California Gold, 2" thick. See Specs.

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MEDG Metal Edge Restraint: See (2/L-5.1). See Specs.

Existing Tree, Palm

Existing Tree, Pine

Existing Tree, Marina Strawberry Tree

Existing Boulders

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

REVISIONS:

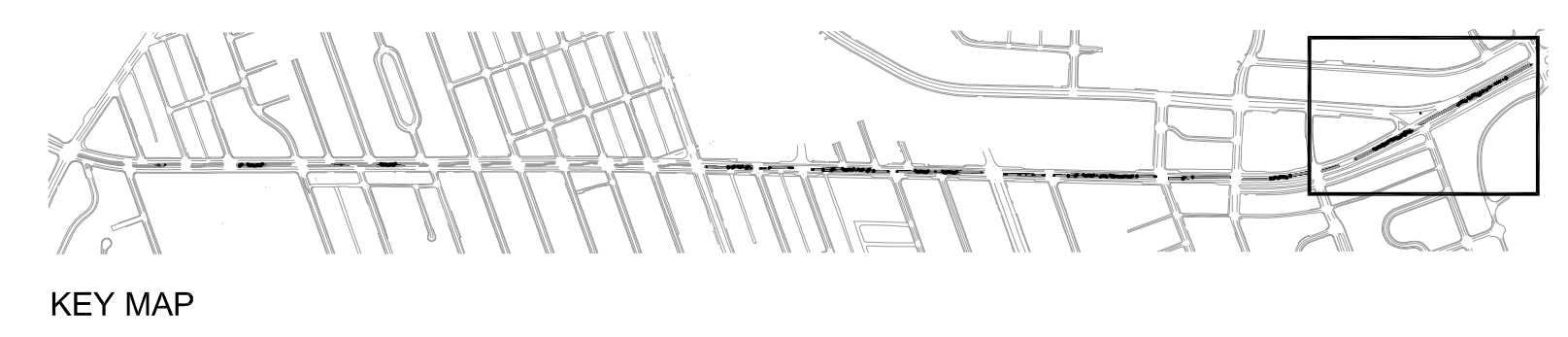
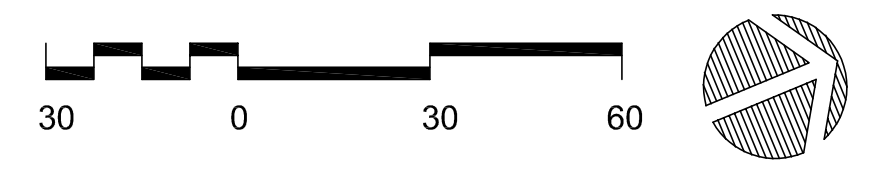
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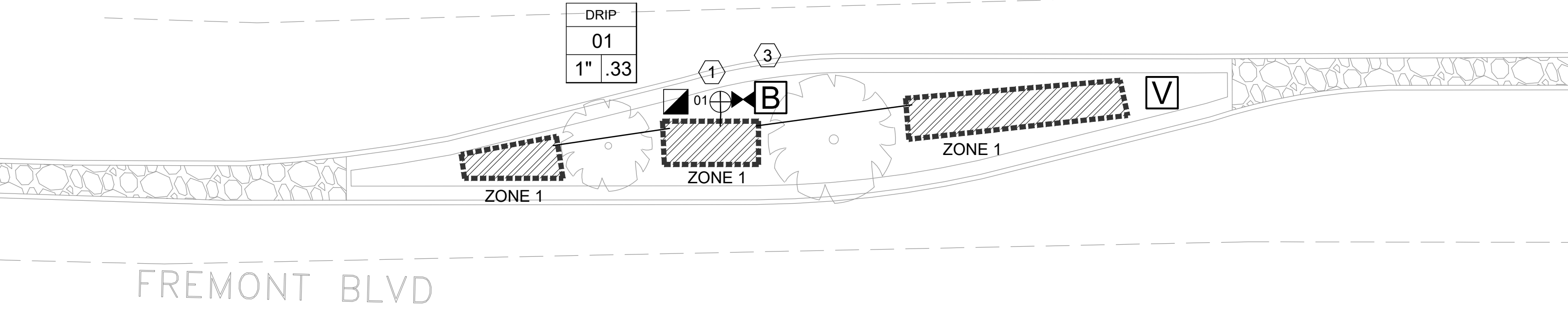
PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

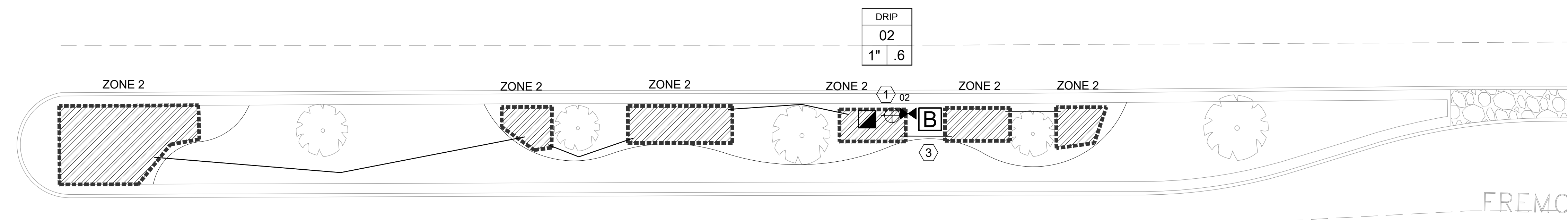
SHEET NAME:
CONSTRUCTION PLAN
ORD GROVE TO CALIFORNIA AVE

SHEET NO:
L-2.3

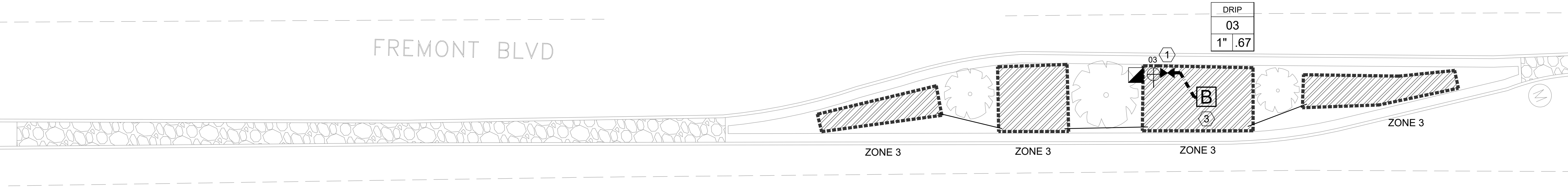




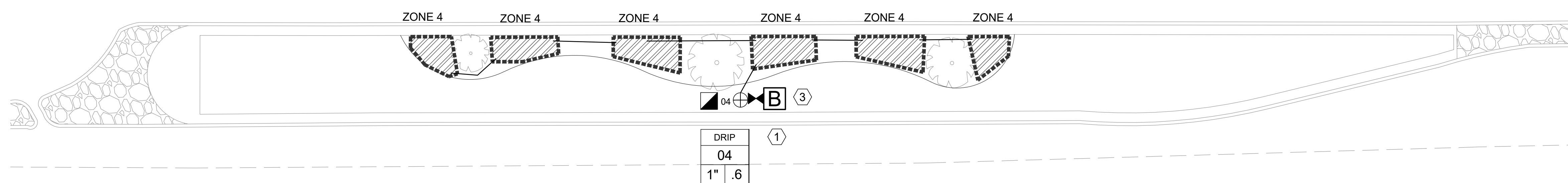
1 Irrigation Plan Charles Ave to Williams Ave
AS SHOWN



2 Irrigation Plan Francis Ave to Hilby Ave
AS SHOWN



3 Irrigation Plan Lopez Ave to Harcourt Ave
AS SHOWN



4 Irrigation Plan Harcourt Ave to Trinity Ave
AS SHOWN

DRIP IRRIGATION POINT SOURCE TYP. SCHEMATIC DIAGRAM
See Irrigation Plan for plant sizes and locations. Flex PVC supply and distribution pipe alignments per requirements of planting. Install emitters per Emitter Schedule, and allow for additional ports to each plant for future needs. Locate emitters towards the uphill side of plants on slopes. See irrigation details.

EMITTER SCHEDULE	
1 gal.	1
5 gal.	2
15 gal.	3
24" box	4

FLEX-PVC PIPE TYPICAL LAYOUT (See Details & Specs)

PVC Pipe out of RCV: See Pipe Sizing Chart
In-line Check Valve: (for sloped areas if present)
Supply Pipe: Max 200-ft / max flow in one pipe = 8 gpm.
Flush Port at end of each branch of supply pipe, typ.
Drip Operation Indicator at furthest end of zone.
Distribution Tube: Max 5-ft.
Up to (4) emitters per plant in manifold. See Emitter Schedule.
Branch layout as required and for max flow 8 gpm per pipe.
PVC pipe and sleeve under paving areas

PIPE SIZING CHART - SCHEDULE 40	
POINT-SOURCE DRIP SUPPLY LINES	
Zone / Partial Zone Flow	Pipe Size UON
0-8 GPM	PVC 3/4"
8.1-13 GPM	PVC 1"
13.1-22 GPM	PVC 1-1/4"
22.1-30 GPM	PVC 1-1/2"
30.1-50 GPM	PVC 2"
50.1-75 GPM	PVC 2-1/2"

3/4" is minimum pipe size UON. For rotor pipe sizing, see Plans - do not use this chart.

Valve Station	Valve	Size	TYPE	Irrigation Type
			X	
			X	GPM

LEGEND		
SYMBOL	MANUFACTURER	DESCRIPTION
➡	NDS / Spears	Full Port, True Union, PVC Ball Valve: Line Size
		Main Line: If needed, shall be 24" minimum cover. Sch/Class/size to match existing.
		Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under paving. Sch/Class per Specs. See chart for size.
⊕	Hunter	Irrigation Controller Model #HCC, with wireless Rain Click sensor. Install in stainless steel pedestal.
B		Existing Backflow Preventer
V		Existing Vacuum Release
▲	Rainbird / Toro / Hunter	3/4" Quick Coupler. Single lug, 2-pc body, locking cover.

LEGEND - DRIP IRRIGATION		
SYMBOL	MANUFACTURER	DESCRIPTION
▨		POINT-SOURCE DRIP: 3/4" I.D. PVC Flex Hose supply pipe & 1/2" I.D. PVC Flex Hose distribution tubes. See Specs. See Irrigation Details. Emitters: 1/2" FPT, 2.0 GPH pressure compensating w/ check-valve. Salco Pro-Spec / GPH Specflow. Manual flush valve at end of each branch of supply pipe. Hunter Drip Operation Indicator at furthest end of each zone. See Schematic Irrigation Diagram.
⊕	Rainbird / Hunter	PEB / ICV Remote Control Valve: Size as shown on plan.
⊕	Netafim	Disc Filter, 120-140 mesh 3/4" @ 1" valves or 1-17 GPM if manifold filter 1" @ 1-1/2" valves or 5-26 GPM if manifold filter
⊕	Netafim	1" In-line Wide Range Pressure Regulator (0.5 - 35 GPM) 40 PSI preset

- REFERENCE NOTES**
- Remove existing valve and box, and replace with new as shown.
 - Remove and replace existing controller (at the corner of Hilby and Fremont, next to 7-11) with new one as shown, and re-install existing valve wires.
 - Pothole around existing backflow to locate existing mainline and route. Locate and protect existing mainline prior to digging for new work.
 - Verify existing mainline and route. Locate and protect existing mainline prior to digging for new work.

SEE GENERAL NOTES ON SHEET L-3.3

WATER EFFICIENT LANDSCAPE WORKSHEET							
Project Name	Fremont Medians Renovation	Status	65%CD	Calc By			
Project Number	22069	Date	02/09/2024				
Reference Evapotranspiration (ETo)				36.00			
Hydrozone # / Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b s or d	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Use (ETWU) ^d
Regular Landscape Areas							
All planted areas	0.3	d	0.81	0.37	15,000	5555.56	124000.00
Totals	(A)				15000	(B) 5555.56	124000.00
Special Landscape Areas							
7			1.00		0	0.00	0.00
8			1.00		0	0.00	0.00
Totals	(C)				(D)	0.00	0.00
ETWU Total (Gallons)						124000.00	
Maximum Allowed Water Allowance (MAWA) ^e (Gallons)						150660.00	
						ETWU (Acre Feet)	
						MAWA (Acre Feet)	
						0.38	
						0.45	

^aHydrozone #/Planting Description
E.g.
1) Front lawn
2) low water use plantings
3) medium water use plantings

^bIrrigation Method
overhead spray
or drip

^cIrrigation Efficiency
0.75 for spray head
0.81 for drip

^dETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

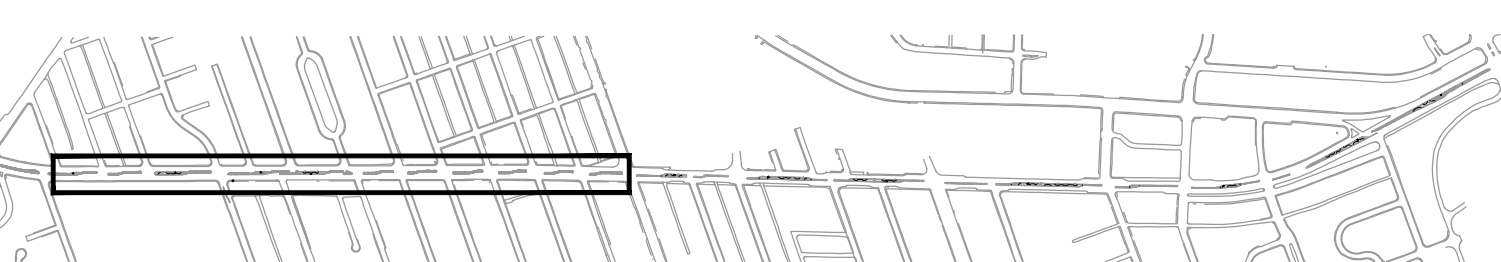
^eMAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet. SLA is the total special landscape area in square feet, and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

ETAF Calculations		
Regular Landscape Areas		
Total ETAF x Area	(B)	5555.56
Total Area	(A)	15000.00
Average ETAF	B ÷ A	0.37

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

All Landscape Areas		
Total ETAF x Area	(B+D)	5555.56
Total Area	(A+C)	15000.00
Sitewide ETAF	(B+D) ÷ (A+C)	0.37

BFS Landscape Architects



REVISIONS:		
NO.	DATE	DESCRIPTION

PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
IRRIGATION PLAN
KIMBALL AVE TO
BROADWAY AVE

SHEET NO:
L-3.1



REVISIONS:
NO. DATE DESCRIPTION

PROJECT:
**FREMONT MEDIANS
RENOVATION
KIMBALL TO DEL MONTE**
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

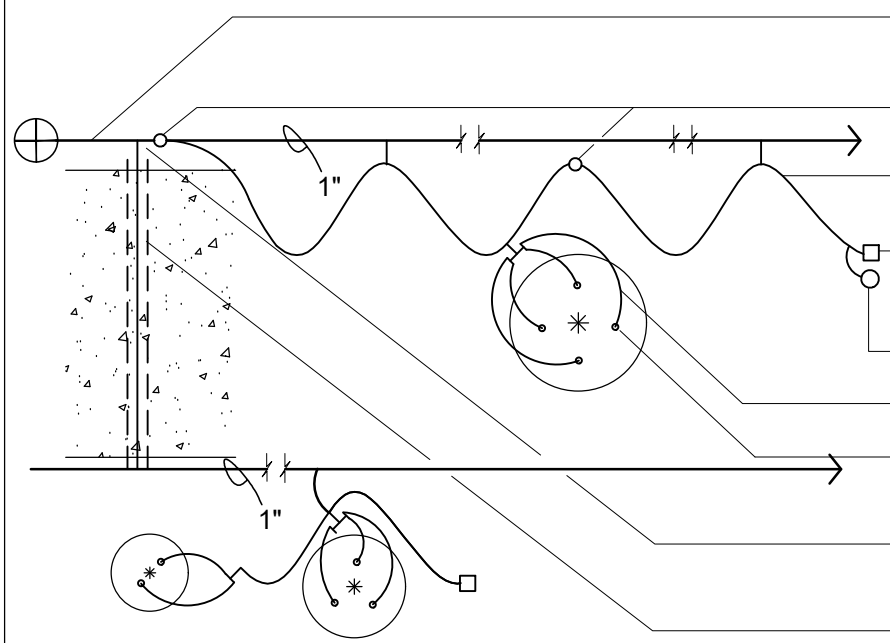
SHEET NAME:
**IRRIGATION PLAN
BROADWAY AVE
TO ORD GROVE**

SHEET NO:
L-3.2

DRIP IRRIGATION POINT SOURCE TYP. SCHEMATIC
DIAGRAM

See Irrigation Plan for plant sizes and locations. Flex PVC supply and distribution pipe alignments per requirements of planting. Install emitters per Emitter Schedule, and allow for additional ports to each plant for future needs. Locate emitters towards the uphill side of plants on slopes. See irrigation details.

FLEX-PVC PIPE TYPICAL LAYOUT (See Details & Specs)



EMITTER
SCHEDULE

1 gal.	1
5 gal.	2
15 gal.	3
24" box	4

PVC Pipe out of RCV: See Pipe Sizing Chart
In-line Check Valve: (for sloped areas if present)
Supply Pipe: Max 200-ft / max flow in one pipe = 8 gpm.
Flush Port at end of each branch of supply pipe, typ.
Drip Operation Indicator at furthest end of zone.
Distribution Tube: Max 5-ft.
Up to (4) emitters per plant in manifold. See Emitter Schedule.
Branch layout as required and for max flow 8 gpm per pipe.
PVC pipe and sleeve under paving areas

PIPE SIZING CHART - SCHEDULE
40
POINT-SOURCE DRIP SUPPLY
LINES

Zone / Partial Zone Flow	Pipe Size UON
0-8 GPM	PVC 3/4"
8.1-13 GPM	PVC 1"
13.1-22 GPM	PVC 1-1/4"
22.1-30 GPM	PVC 1-1/2"
30.1-50 GPM	PVC 2"
50.1-75 GPM	PVC 2-1/2"

3/4" is minimum pipe size UON. For rotor pipe sizing, see Plans - do not use this chart.

Valve	TYPE	Irrigation
Station	X	Type
Valve	X	Type
Size	X	GPM

1 Irrigation Plan Olympia Ave
AS SHOWN

2 Irrigation Plan Olympia Ave to Birch Ave
AS SHOWN

3 Irrigation Plan Birch Ave to Echo Ave
AS SHOWN

4 Irrigation Plan San Pablo Ave to La Salle Ave
AS SHOWN

5 Irrigation Plan San Pablo Ave to La Salle Ave
AS SHOWN

6 Irrigation Plan Playa Ave to Ord Grove
AS SHOWN

LEGEND

SYMBOL	MANUFACTURER	DESCRIPTION
▶	NDS / Spears	Full Port, True Union, PVC Ball Valve: Line Size
—		Main Line: If needed, shall be 24" minimum cover. Sch/Class/size to match existing.
—		Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under paving. Sch/Class per Specs. See chart for size.
(C)	Hunter	Irrigation Controller Model #HCC, with wireless Rain Click sensor. Install in stainless steel pedestal.
B		Existing Backflow Preventer
V		Existing Vacuum Release
▲	Rainbird / Toro / Hunter	3/4" Quick Coupler. Single lug, 2-pc body, locking cover.

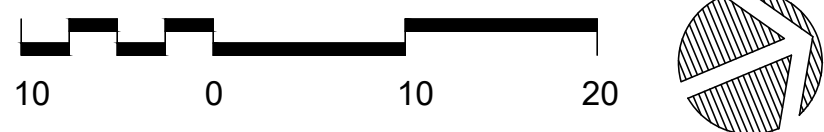
LEGEND - DRIP IRRIGATION

SYMBOL	MANUFACTURER	DESCRIPTION
▨		ZONE 00 POINT-SOURCE DRIP: 3/4" I.D. PVC Flex Hose supply pipe & 1/2" I.D. PVC Flex Hose distribution tubes. See Specs. See Irrigation Details. Emitters: 1/2" FPT, 2.0 GPH pressure compensating w/ check-valve. Salco Pro-Spec / GPH Specflow. Manual flush valve at end of each branch of supply pipe. Hunter Drip Operation Indicator at furthest end of each zone. See Schematic Irrigation Diagram.
⊕	Rainbird / Hunter	PEB / ICV Remote Control Valve: Size as shown on plan.
⊕	Netafim	Disc Filter, 120-140 mesh 3/4" @ 1" valves or 1-17 GPM if manifold filter 1" @ 1-1/2" valves or 5-26 GPM if manifold filter
⊕	Netafim	1" In-line Wide Range Pressure Regulator (0.5 - 35 GPM) 40 PSI preset

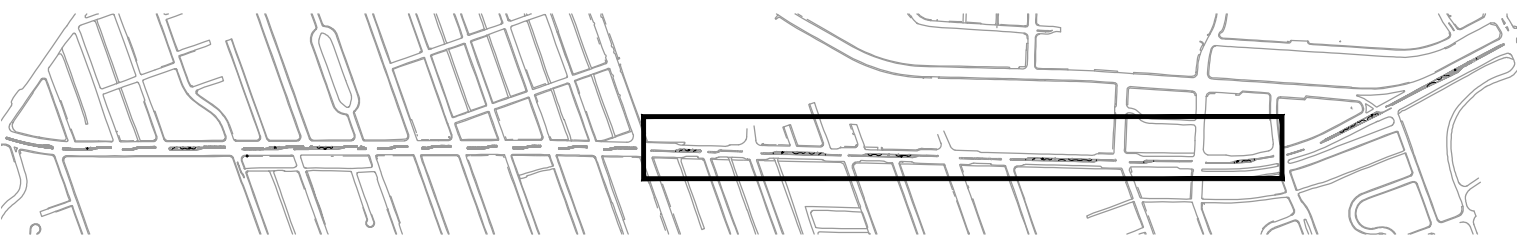
REFERENCE NOTES

- Remove existing valve and box, and replace with new as shown.
- Remove and replace existing controller (at the corner of Hilby and Fremont, next to 7-11) with new one as shown, and re-install existing valve wires.
- Pothole around existing backflow to locate existing mainline and route. Locate and protect existing mainline prior to digging for new work.
- Verify existing mainline and route. Locate and protect existing mainline prior to digging for new work.

SEE GENERAL NOTES ON SHEET L-3.3



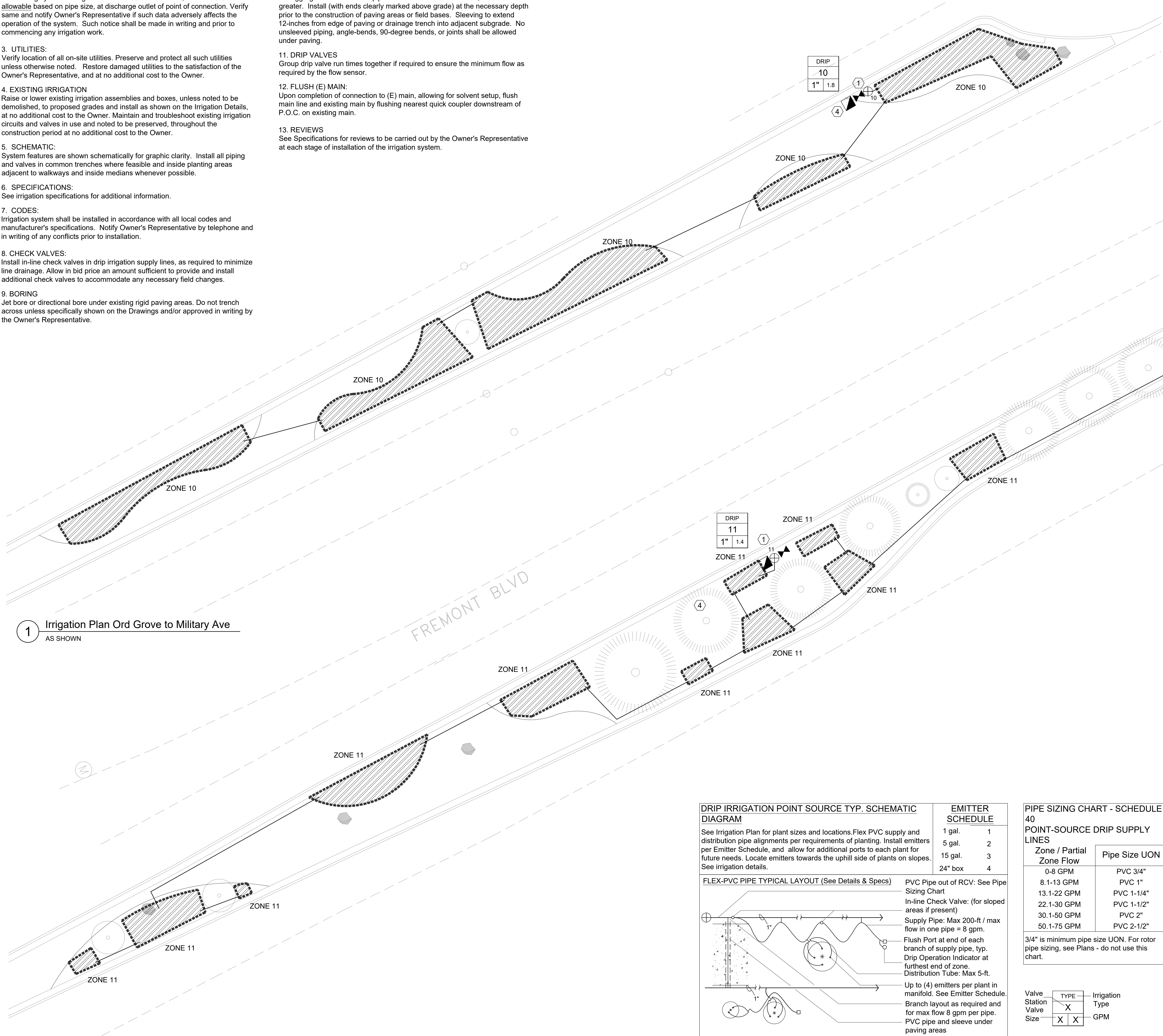
KEY MAP



GENERAL NOTES

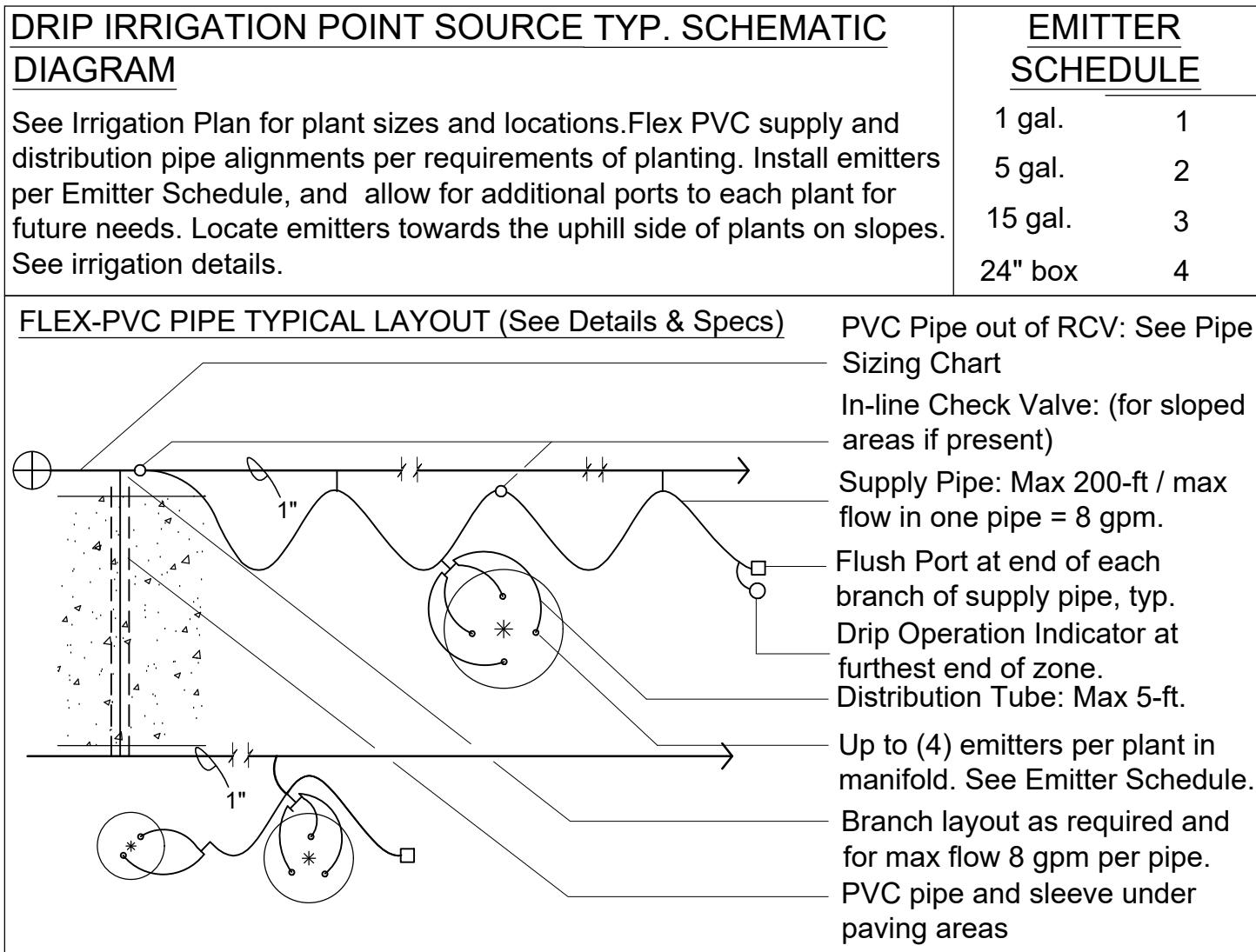
1. GUARANTEE:
Guarantee the irrigation system for one year from date of acceptance.
2. VERIFICATION:
For existing systems design is based on 80 PSI available, and 12-45 GPM allowable based on pipe size, at discharge outlet of point of connection. Verify same and notify Owner's Representative if such data adversely affects the operation of the system. Such notice shall be made in writing and prior to commencing any irrigation work.
3. UTILITIES:
Verify location of all on-site utilities. Preserve and protect all such utilities unless otherwise noted. Restore damaged utilities to the satisfaction of the Owner's Representative, and at no additional cost to the Owner.
4. EXISTING IRRIGATION
Raise or lower existing irrigation assemblies and boxes, unless noted to be demolished, to proposed grades and install as shown on the Irrigation Details, at no additional cost to the Owner. Maintain and troubleshoot existing irrigation circuits and valves in use and noted to be preserved, throughout the construction period at no additional cost to the Owner.
5. SCHEMATIC:
System features are shown schematically for graphic clarity. Install all piping and valves in common trenches where feasible and inside planting areas adjacent to walkways and inside medians whenever possible.
6. SPECIFICATIONS:
See irrigation specifications for additional information.
7. CODES:
Irrigation system shall be installed in accordance with all local codes and manufacturer's specifications. Notify Owner's Representative by telephone and in writing of any conflicts prior to installation.
8. CHECK VALVES:
Install in-line check valves in drip irrigation supply lines, as required to minimize line drainage. Allow in bid price an amount sufficient to provide and install additional check valves to accommodate any necessary field changes.
9. BORING
Jet bore or directional bore under existing rigid paving areas. Do not trench across unless specifically shown on the Drawings and/or approved in writing by the Owner's Representative.

10. SLEEVING:
Sch. 40 PVC pipe for all wiring and irrigation lines installed under paving areas and that pass through drainage trenches with drain rock, 4-inch dia. or twice the aggregate diameter of all pipes contained within the sleeve, whichever is greater. Install (with ends clearly marked above grade) at the necessary depth prior to the construction of paving areas or field bases. Sleeving to extend 12-inches from edge of paving or drainage trench into adjacent subgrade. No unsleeved piping, angle-bends, 90-degree bends, or joints shall be allowed under paving.
11. DRIP VALVES
Group drip valve run times together if required to ensure the minimum flow as required by the flow sensor.
12. FLUSH (E) MAIN:
Upon completion of connection to (E) main, allowing for solvent setup, flush main line and existing main by flushing nearest quick coupler downstream of P.O.C. on existing main.
13. REVIEWS
See Specifications for reviews to be carried out by the Owner's Representative at each stage of installation of the irrigation system.



1 Irrigation Plan Ord Grove to Military Ave
AS SHOWN

2 Irrigation Plan Military Ave to California Ave
AS SHOWN



PIPE SIZING CHART - SCHEDULE 40	
POINT-SOURCE DRIP SUPPLY LINES	
Zone / Partial Zone Flow	Pipe Size UON
0-8 GPM	PVC 3/4"
8.1-13 GPM	PVC 1"
13.1-22 GPM	PVC 1-1/4"
22.1-30 GPM	PVC 1-1/2"
30.1-50 GPM	PVC 2"
50.1-75 GPM	PVC 2-1/2"

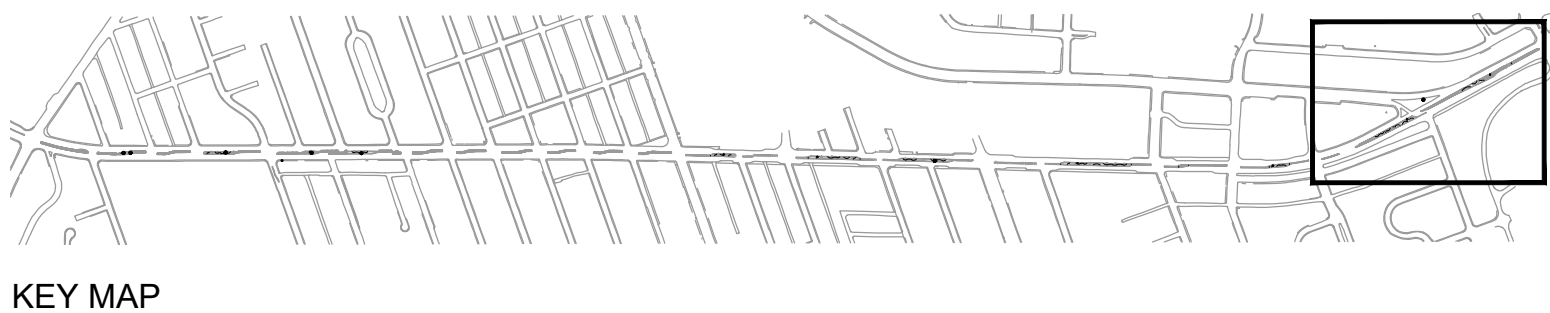
3/4" is minimum pipe size UON. For rotor pipe sizing, see Plans - do not use this chart.

Valve	TYPE	Irrigation
Station Valve	X	Type
Size	X	GPM

LEGEND		
SYMBOL	MANUFACTURER	DESCRIPTION
▶▶	NDS / Spears	Full Port, True Union, PVC Ball Valve: Line Size Main Line: If needed, shall be 24" minimum cover. Sch/Class/size to match existing.
—		Lateral Line / Drip Irrigation Supply Line: 18" min. cover, 24" under paving. Sch/Class per Specs. See chart for size.
Ⓢ	Hunter	Irrigation Controller Model #HCC, with wireless Rain Clik sensor. Install in stainless steel pedestal.
B		Existing Backflow Preventer
V		Existing Vacuum Release
■	Rainbird / Toro / Hunter	3/4" Quick Coupler. Single lug, 2-pc body, locking cover.

LEGEND - DRIP IRRIGATION		
SYMBOL	MANUFACTURER	DESCRIPTION
▨		POINT-SOURCE DRIP: 3/4" I.D. PVC Flex Hose supply pipe & 1/2" I.D. PVC Flex Hose distribution tubes. See Specs. See Irrigation Details. Emitters: 1/2" FPT 2.0 GPH pressure compensating w/ check-valve. Salco Pro-Spec / GPH Specflow. Manual flush valve at end of each branch of supply pipe. Hunter Drip Operation Indicator at furthest end of each zone. See Schematic Irrigation Diagram.
⊕	Rainbird / Hunter	PEB / ICV Remote Control Valve: Size as shown on plan.
⊕	Netafim	Disc Filter, 120-140 mesh 3/4" @ 1" valves or 1-17 GPM if manifold filter 1" @ 1-1/2" valves or 5-26 GPM if manifold filter
⊕	Netafim	1" In-line Wide Range Pressure Regulator (0.5 - 35 GPM) 40 PSI preset

- REFERENCE NOTES
- Remove existing valve and box, and replace with new as shown.
 - Remove and replace existing controller (at the corner of Hilby and Fremont, next to 7-11) with new one as shown, and re-install existing valve wires.
 - Pothole around existing backflow to locate existing mainline and route. Locate and protect existing mainline prior to digging for new work.
 - Verify existing mainline and route. Locate and protect existing mainline prior to digging for new work.



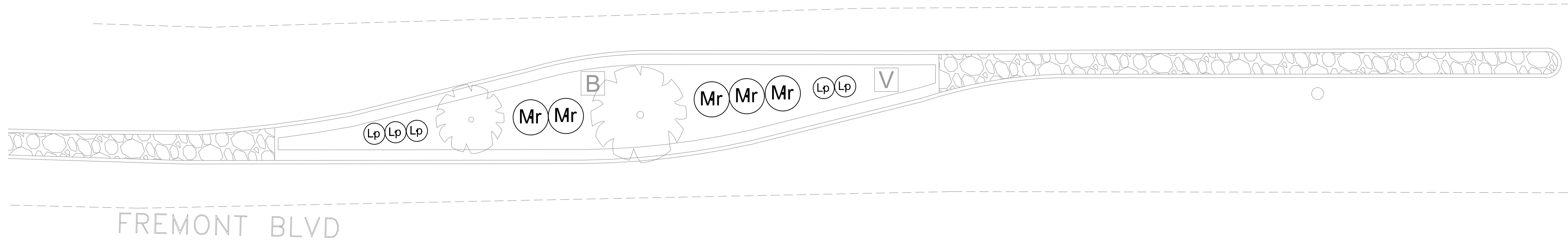
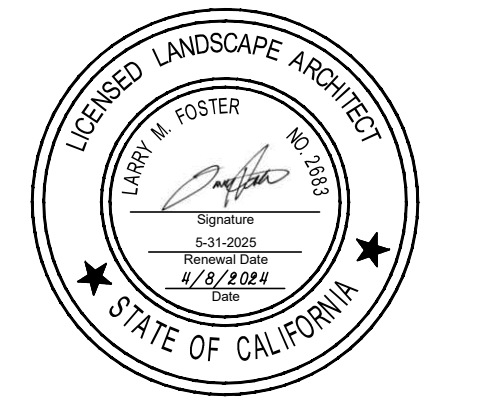
REVISIONS:		
NO.	DATE	DESCRIPTION

PROJECT:
FREMONT MEDIANS RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

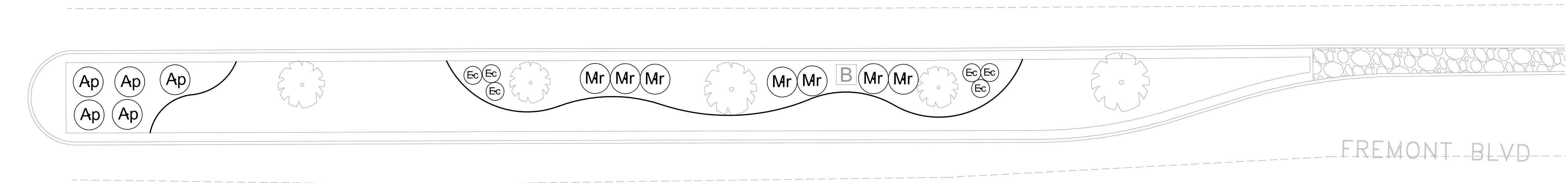
PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**IRRIGATION PLAN
ORD GROVE TO
CALIFORNIA AVE**

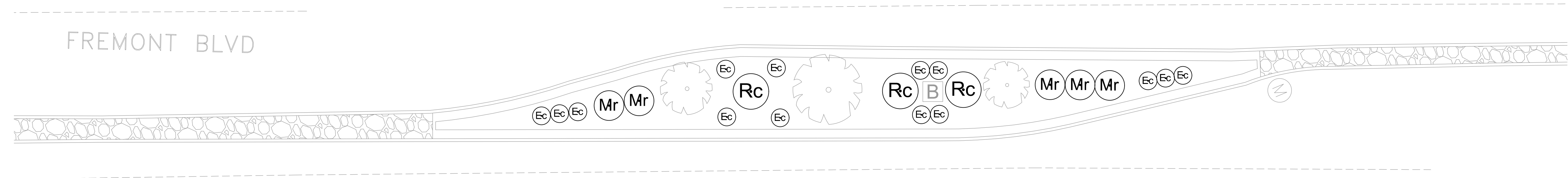
SHEET NO:
L-3.3



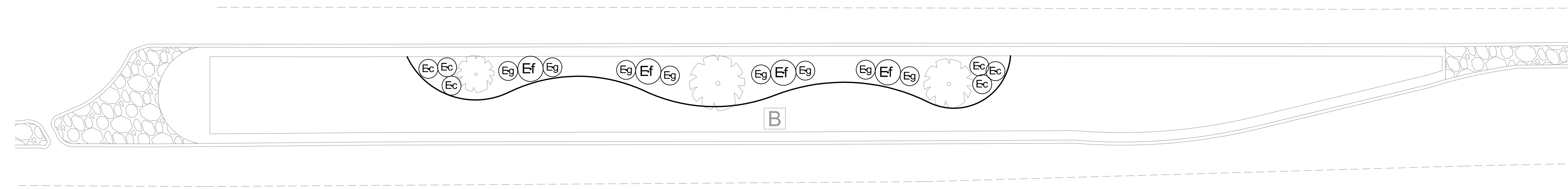
1 Planting Plan Charles Ave to Williams Ave
AS SHOWN



2 Planting Plan Francis Ave to Hilby Ave
AS SHOWN



3 Planting Plan Lopez Ave to Harcourt Ave
AS SHOWN



4 Planting Plan Harcourt Ave to Trinity Ave
AS SHOWN

LEGEND

- Existing Tree, Palm
- Existing Tree, Pine
- Existing Tree, Marina Strawberry Tree

PLANT LEGEND

*WUC CODE	BOTANICAL NAME	COMMON NAME	SIZE
Shrubs			
L Ef	Eriogonum fasciculatum	California Buckwheat	5 Gal.
L Eg	Eriogonum grande var rubescens	Red Flowered Buckwheat	5 Gal.
L Ec	Epilobium cancum	California Fuchsia	5 Gal.
L Lb	Lomandra longifolia 'Breeze'	Breeze Mat Rush	5 Gal.
L Lp	Lomandra 'Platinum Beauty'	Platinum Beauty Mat Rush	5 Gal.
L Mr	Muhlenbergia rigens	Deergrass	5 Gal.
L Rc	Rhamnus californica 'Mound San Bruno'	Mound San Bruno California Coffeeberry	5 Gal.
Groundcovers			
L Ap	Arctostaphylos pumila	Sandmat Manzanita	5 Gal.
L Bp	Baccharis pilularis 'Twin Peaks'	Coyote Bush	5 Gal.

* WATER USE CATEGORY (WUC) KEY

WUCOLS Region Applicable to this Project: **REGION 1**
H = High; M = Moderate; L = Low; VL = Very Low; NL = Species Not Listed
* from: Water Use Classification of Landscape Species,
A Guide to the Water Needs of Landscape Plants (WUCOLS)
Revised 2014, University of California Cooperative Extension, L.R. Costello, K.S. Jones

REVISIONS:
NO. DATE DESCRIPTION

GENERAL NOTES

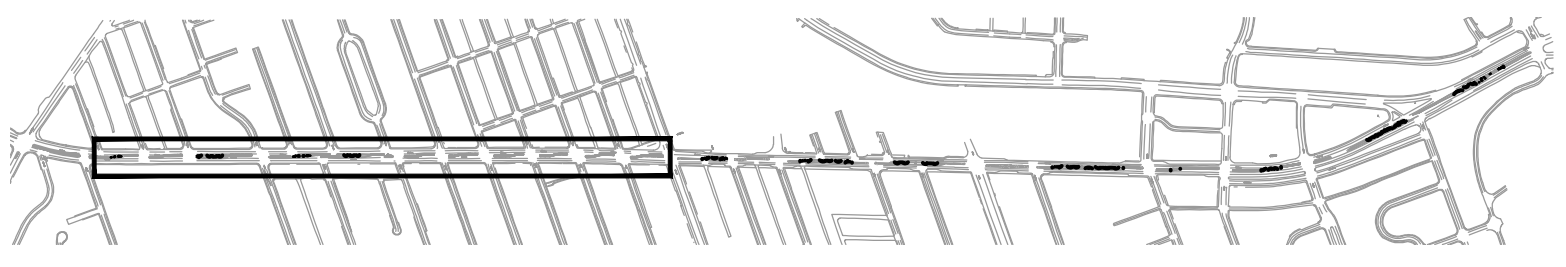
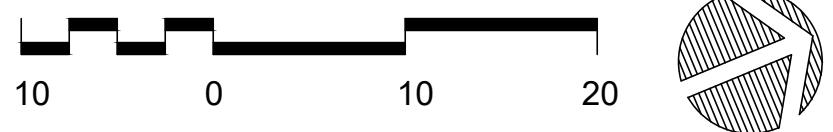
- See Specifications for materials and procedures including, but not limited to, soil preparation, amendments, fertilizers, plant pit size, and herbicides.
- Install weed mat under gravel, and mulch-only areas. See Specifications.
- Install weed mat in all planting areas. See Specifications.
- Pre-mix amendments into soil before backfilling plant pits - do not mix inside pits. Break large clods into small pieces. See Specifications.
- Plant shrubs and groundcovers per detail (10/L-5.1).
- See Specifications for Maintenance Period.

PROJECT:
**FREMONT MEDIANS
RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE**

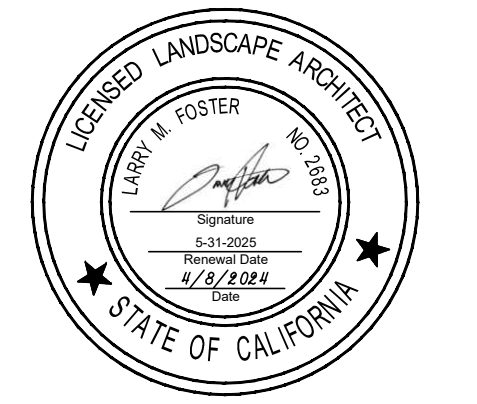
PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**PLANTING PLAN
KIMBALL AVE TO
BROADWAY AVE**

SHEET NO:
L-4.1



KEY MAP



PLANT LEGEND

*WUC CODE	BOTANICAL NAME	COMMON NAME	SIZE
Shrubs			
L Ef	Eriogonum fasciculatum	California Buckwheat	5 Gal.
L Eg	Eriogonum grande var rubescens	Red Flowered Buckwheat	5 Gal.
L Ec	Epilobium cancum	California Fuchsia	5 Gal.
L Lb	Lomandra longifolia 'Breeze'	Breeze Mat Rush	5 Gal.
L Lp	Lomandra 'Platinum Beauty'	Platinum Beauty Mat Rush	5 Gal.
L Mr	Muhlenbergia rigens	Deergrass	5 Gal.
L Rc	Rhamnus californica 'Mound San Bruno'	Mound San Bruno California Coffeeberry	5 Gal.
Groundcovers			
L Ap	Arctostaphylos pumila	Sandmat Manzanita	5 Gal.
L Bp	Baccharis pilularis 'Twin Peaks'	Coyote Bush	5 Gal.

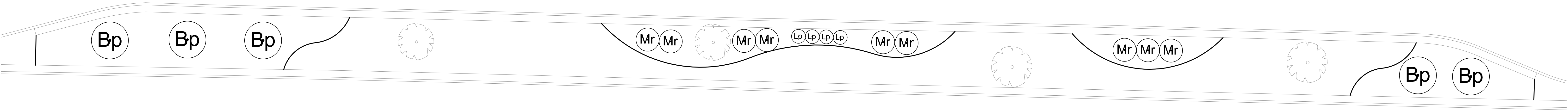
* WATER USE CATEGORY (WUC) KEY

WUCOLS Region Applicable to this Project: REGION 1
H = High; M = Moderate; L = Low; VL = Very Low; NL = Species Not Listed
* from: Water Use Classification of Landscape Species,
A Guide to the Water Needs of Landscape Plants (WUCOLS)
Revised 2014, University of California Cooperative Extension, L.R. Costello, K.S. Jones

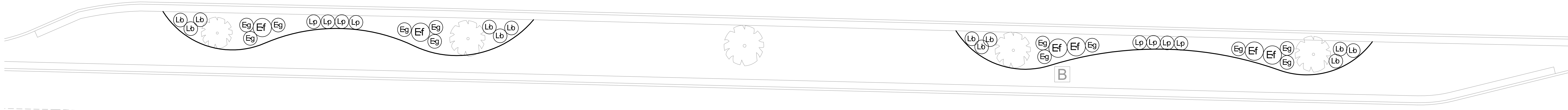
GENERAL NOTES

- See Specifications for materials and procedures including, but not limited to, soil preparation, amendments, fertilizers, plant pit size, and herbicides.
- Install weed mat under gravel, and mulch-only areas. See Specifications.
- Install weed mat in all planting areas. See Specifications.
- Pre-mix amendments into soil before backfilling plant pits - do not mix inside pits. Break large clods into small pieces. See Specifications.
- Plant shrubs and groundcovers per detail (10/L-5.1).
- See Specifications for Maintenance Period.

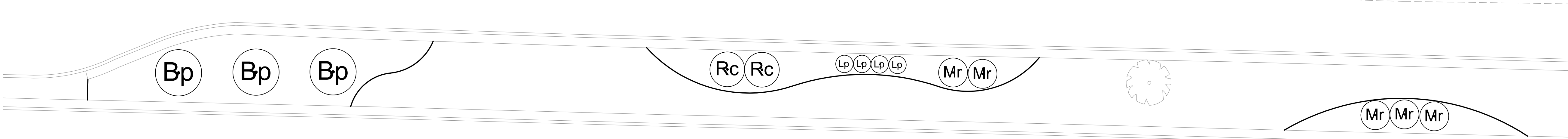
1 Planting Plan Olympia Ave
AS SHOWN



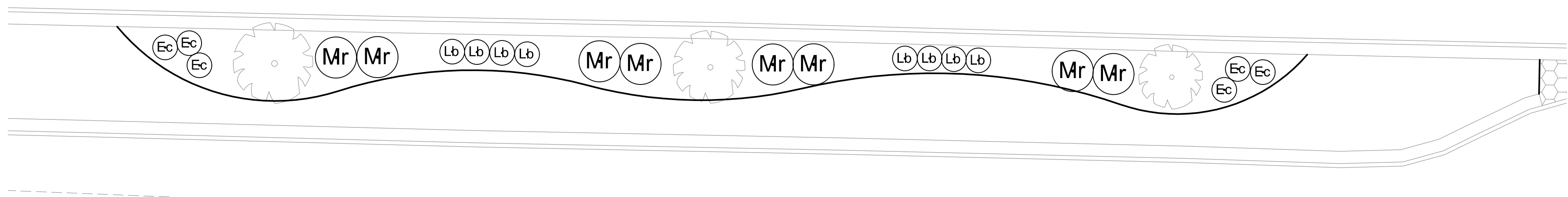
2 Planting Plan Olympia Ave to Birch Ave
AS SHOWN



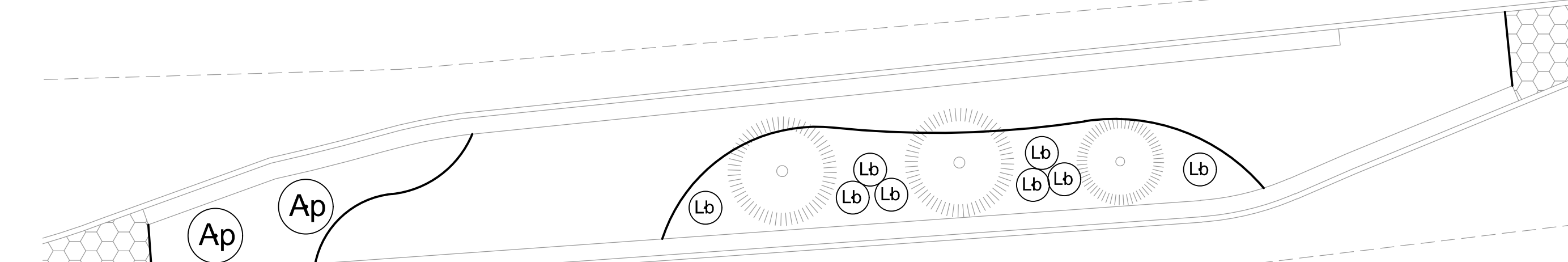
3 Planting Plan Birch Ave to Echo Ave
AS SHOWN



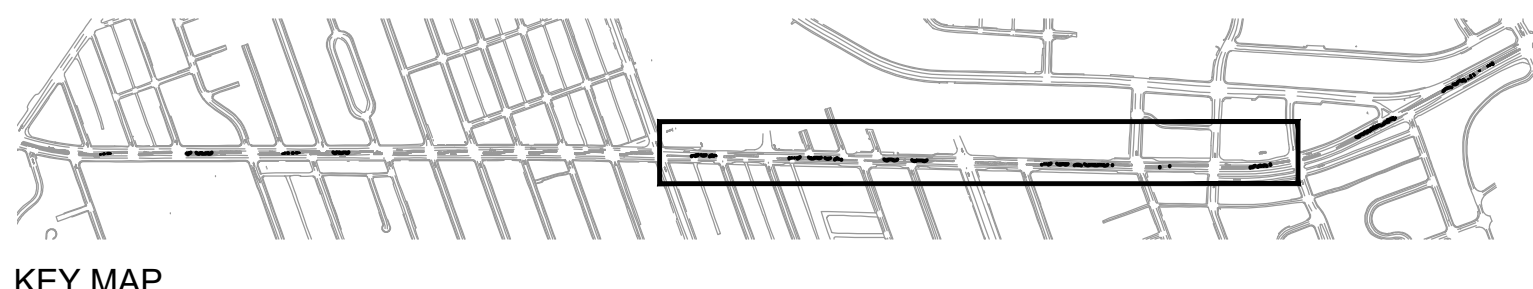
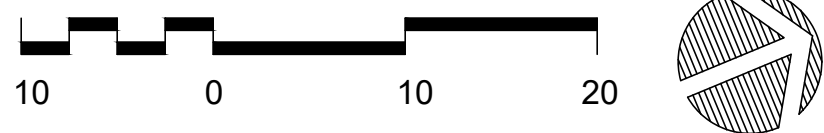
4 Planting Plan San Pablo Ave to La Salle Ave
AS SHOWN



5 Planting Plan San Pablo Ave to La Salle Ave
AS SHOWN



6 Planting Plan Playa Ave to Ord Grove
AS SHOWN



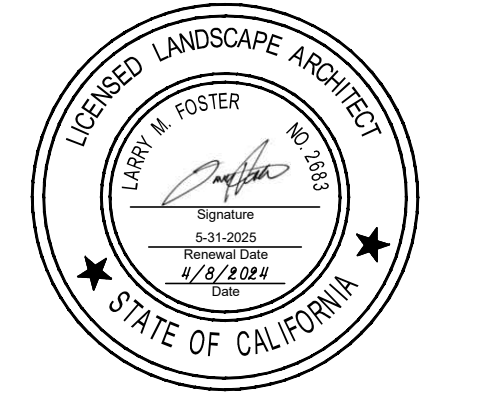
REVISIONS:
NO. DATE DESCRIPTION

PROJECT:
**FREMONT MEDIANS
RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE**

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**PLANTING PLAN
BROADWAY AVE
TO ORD GROVE**

SHEET NO:
L-4.2



REVISIONS:		
NO.	DATE	DESCRIPTION

1 Planting Plan Ord Grove to Military Ave
AS SHOWN

2 Planting Plan Military Ave to California Ave
AS SHOWN

LEGEND

- Existing Tree, Palm
- Existing Tree, Pine
- Existing Tree, Marina Strawberry Tree

PLANT LEGEND

*WUC	CODE	BOTANICAL NAME	COMMON NAME	SIZE
Shrubs				
L	Ef	Eriogonum fasciculatum	California Buckwheat	5 Gal.
L	Eg	Eriogonum grande var rubescens	Red Flowered Buckwheat	5 Gal.
L	Ec	Epilobium cancum	California Fuchsia	5 Gal.
L	Lb	Lomandra longifolia 'Breeze'	Breeze Mat Rush	5 Gal.
L	Lp	Lomandra 'Platinum Beauty'	Platinum Beauty Mat Rush	5 Gal.
L	Mr	Muhlenbergia rigens	Deergrass	5 Gal.
L	Rc	Rhamnus californica 'Mound San Bruno'	Mound San Bruno California Coffeeberry	5 Gal.
Groundcovers				
L	Ap	Arctostaphylos pumila	Sandmat Manzanita	5 Gal.
L	Bp	Baccharis pilularis 'Twin Peaks'	Coyote Bush	5 Gal.

* WATER USE CATEGORY (WUC) KEY

WUCOLS Region Applicable to this Project: REGION 1
H = High; M = Moderate; L = Low; VL = Very Low; NL = Species Not Listed
* from: Water Use Classification of Landscape Species,
A Guide to the Water Needs of Landscape Plants (WUCOLS)
Revised 2014, University of California Cooperative Extension, L.R. Costello, K.S. Jones

GENERAL NOTES

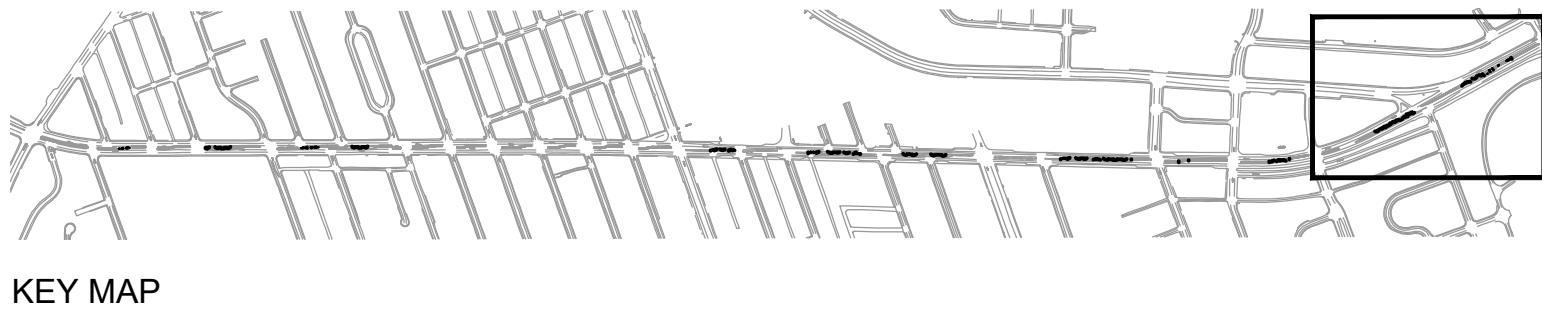
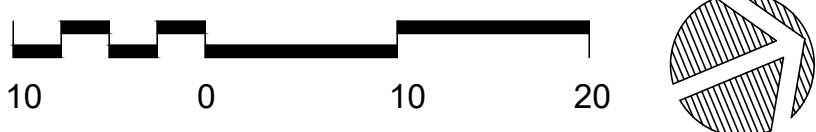
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- Install weed mat in all planting areas. See Specifications.
- Pre-mix amendments into soil before backfilling plant pits - do not mix inside pits. Break large clods into small pieces. See Specifications.
- Plant shrubs and groundcovers per detail (10/L-5.1).
- See Specifications for Maintenance Period.

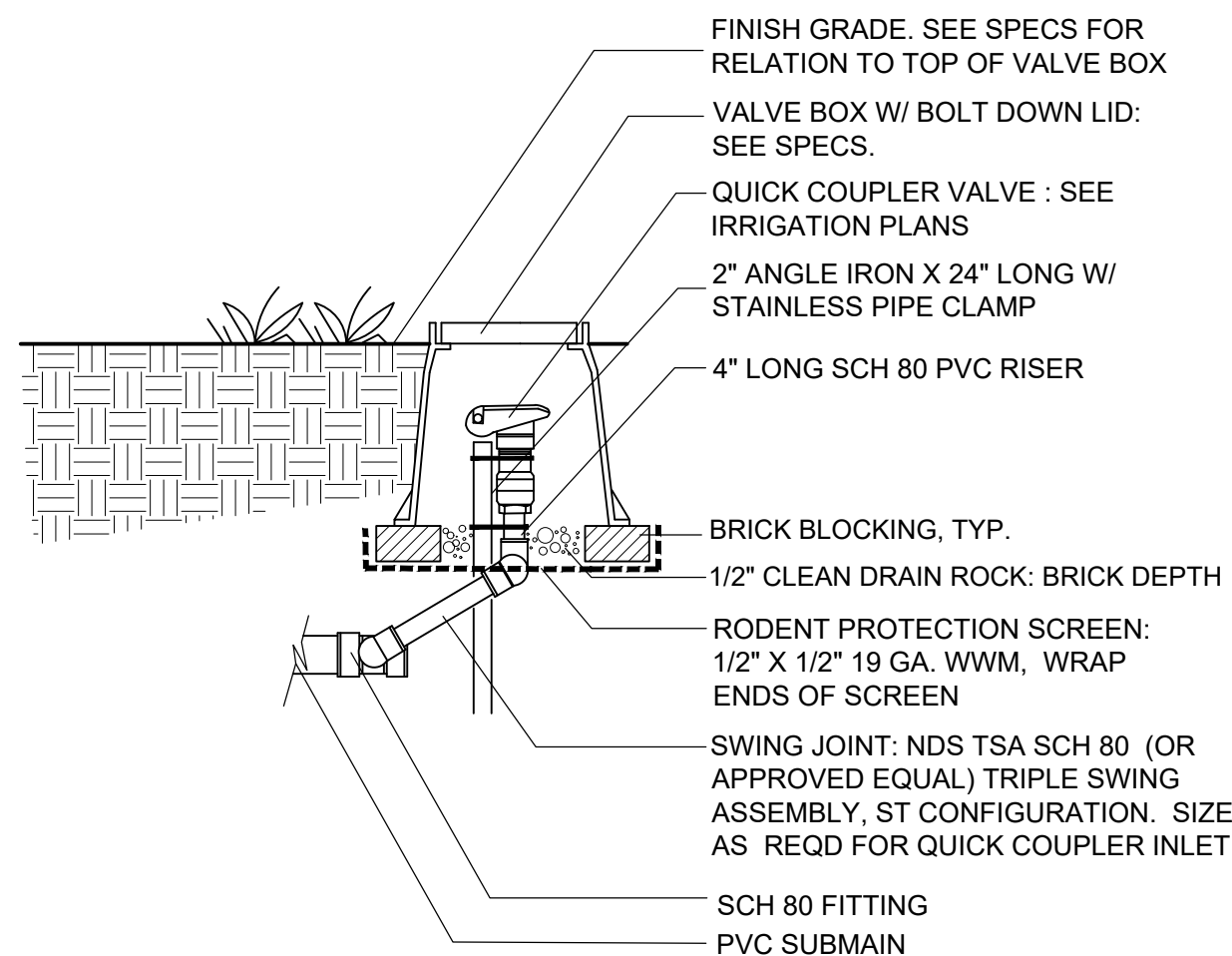
PROJECT:
FREMONT MEDIANS
RENOVATION
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
PLANTING PLAN
ORD GROVE TO
CALIFORNIA AVE

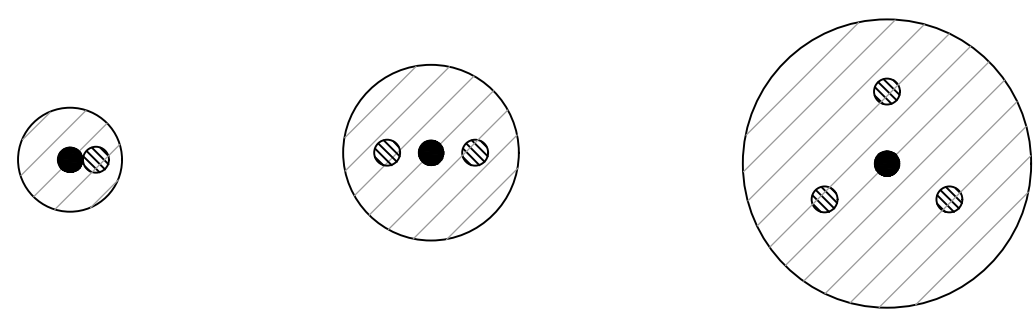
SHEET NO:
L-4.3





NOTES:
1. DO NOT INSTALL DIRECTLY ON TOP OF LIVE WATER MAINS.

12 Quick Coupler



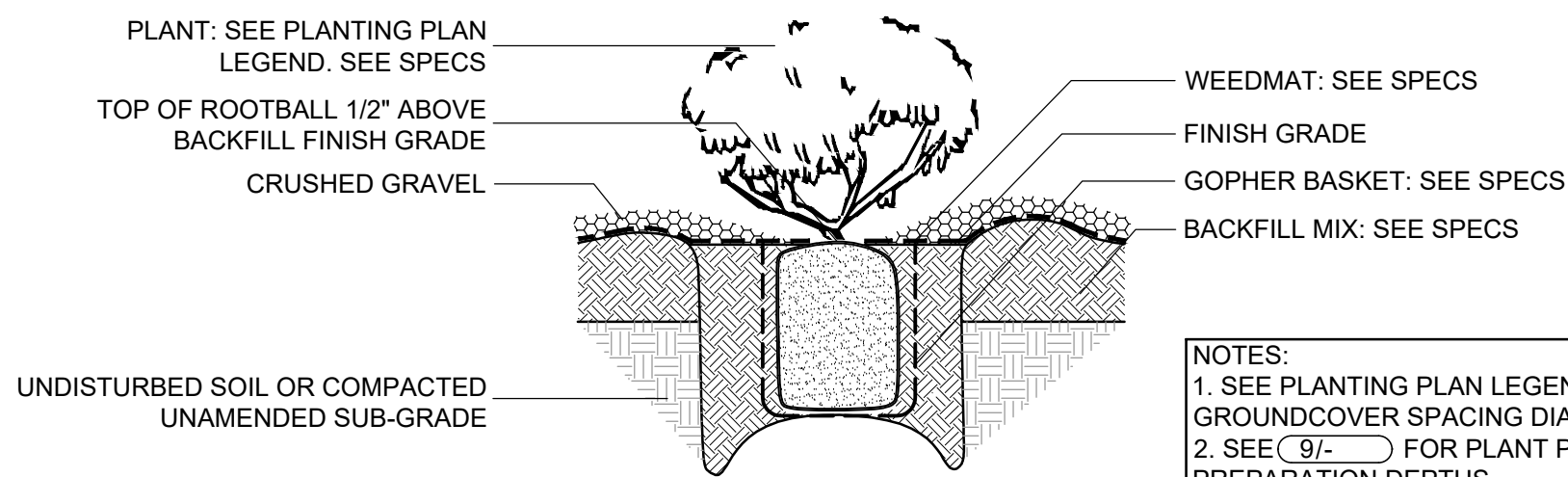
1-GALLON PLANT
LOCATE 1 EMITTER AT
MIDPOINT BETWEEN THE
EDGE OF THE ROOTBALL
AND TRUNK AS SHOWN

5-GALLON PLANT
LOCATE 2 EMITTERS AT
MIDPOINT BETWEEN THE
EDGE OF THE ROOTBALL
AND TRUNK AS SHOWN

15-GALLON PLANT
LOCATE 3 EMITTERS AT
MIDPOINT BETWEEN THE
EDGE OF THE ROOTBALL
AND TRUNK AS SHOWN

NOTES:
1. SEE IRRIGATION LEGEND FOR EMITTER FLOW AND CONNECTION TO SUPPLY LINE
2. SEE SPECS FOR SUPPLY & DISTRIBUTION PIPE
3. FOR PLANTS LARGER THAN 24" BOX, USE SUB-SURFACE RING IRRIGATION AS SHOWN ON THE PLANS.

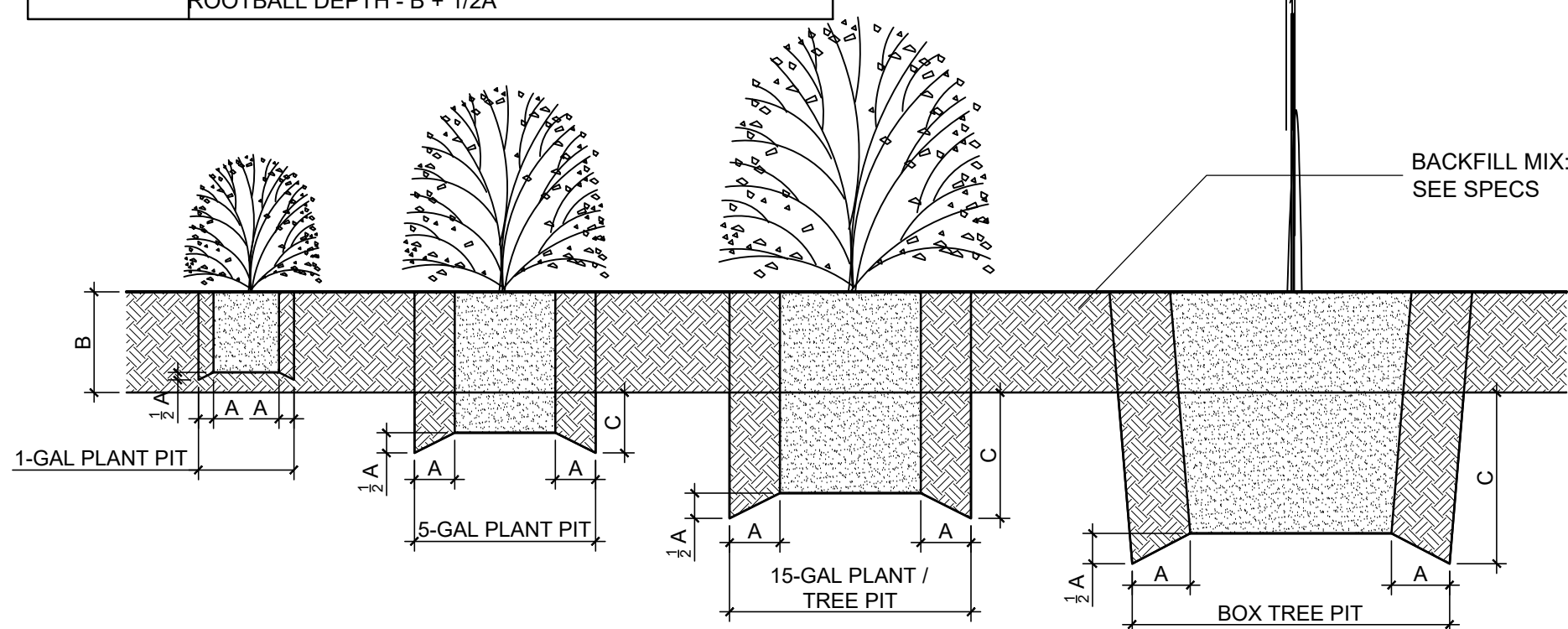
11 Drip Irrigation : Emitter Layout



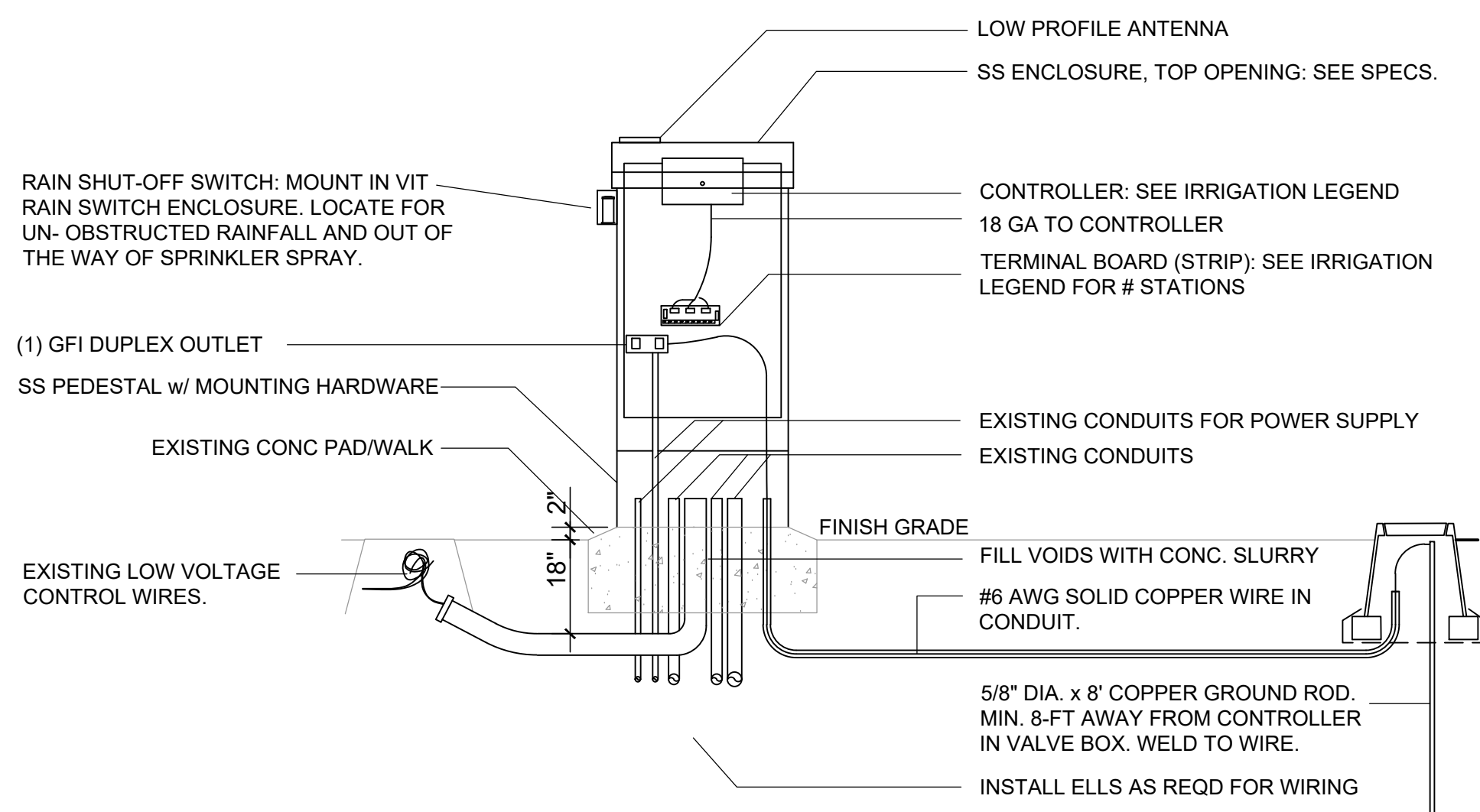
NOTES:
1. SEE PLANTING PLAN LEGEND FOR SHRUB / GROUNDCOVER SPACING DIAGRAM.
2. SEE 9/1 FOR PLANT PIT SIZES AND SOIL PREPARATION DEPTHS

10 Shrub / Groundcover Planting

PLANT PIT SIZE TABLE		TREE PIT SIZE TABLE	
CONTAINER SIZE	PIT DIA - ROOTBALL PLUS 'A'	CONTAINER SIZE	PIT DIA - ROOTBALL PLUS 'A'
4" POT	2" ALL AROUND	5 GAL	8" ALL AROUND
1 GAL	6" ALL AROUND	15 GAL	10" ALL AROUND
5 GAL	8" ALL AROUND	24" BOX	12" ALL AROUND
15 GAL	10" ALL AROUND	>24" BOX MIN. 12" ALL AROUND	
B	BACKFILL MIX DEPTH FOR ENTIRE PLANTING AREA UON: SEE SPECS		
C	ADDITIONAL BACKFILL MIX AROUND ROOTBALLS: C = ROOTBALL DEPTH - B + 1/2A		

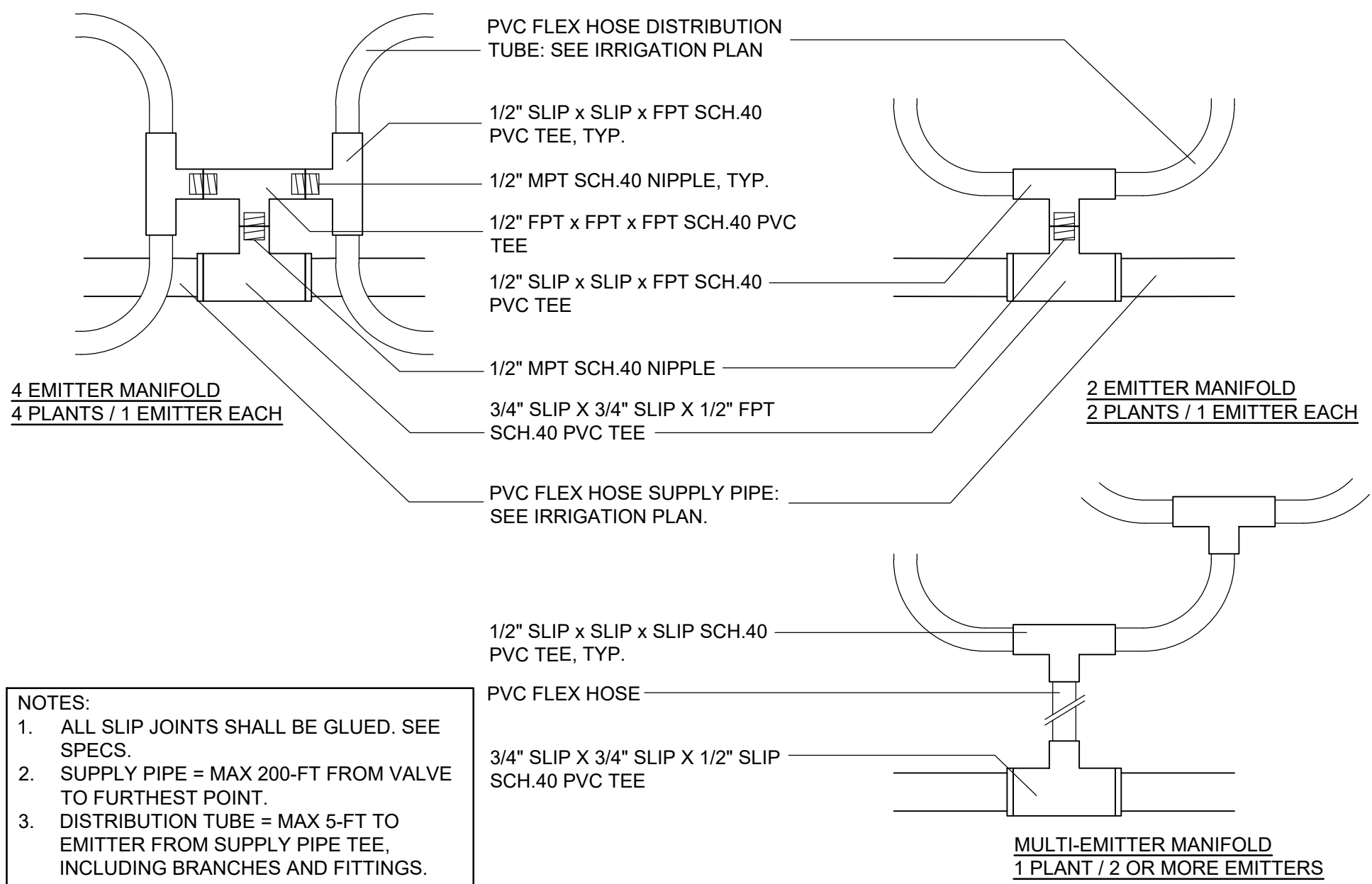


9 Soil Preparation Type-1



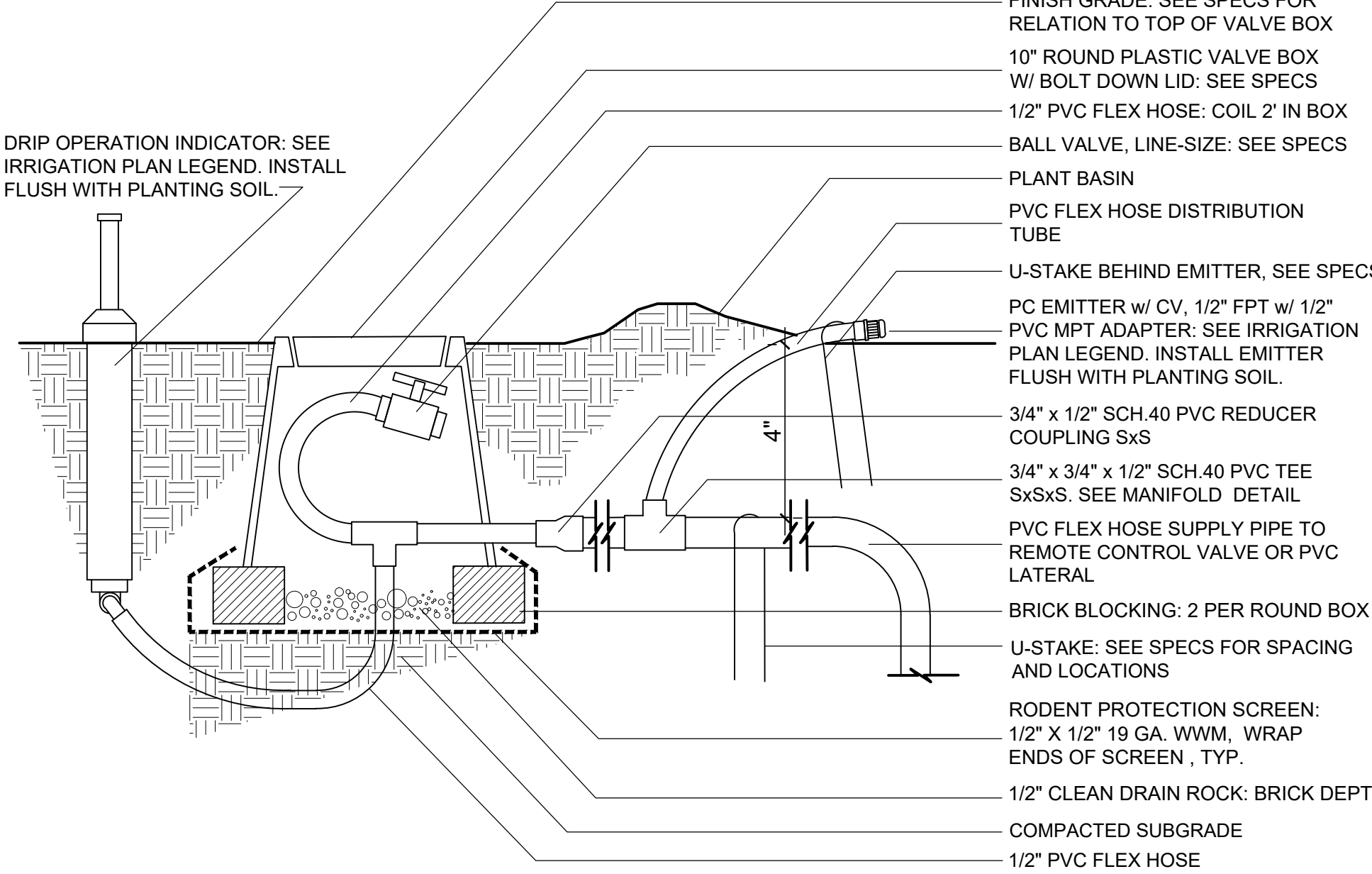
NOTES:
1. SIZE ANY NEW CONDUITS PER MANUFACTURER / CABLE REQUIREMENTS. MIN 1" DIA.

8 Controller SS Pedestal Mount

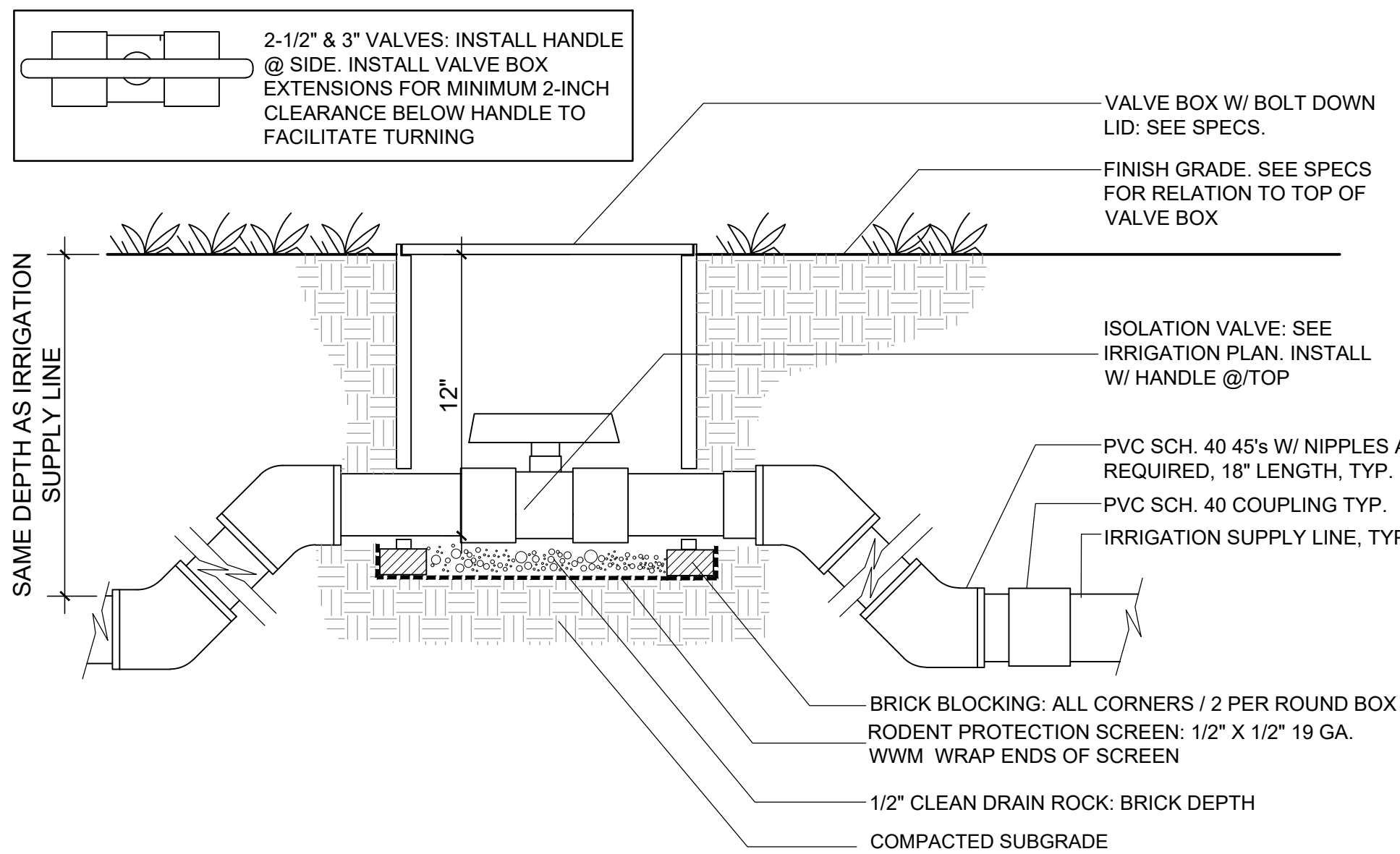


NOTES:
1. ALL SLIP JOINTS SHALL BE GLUED. SEE SPECS.
2. SUPPLY PIPE = MAX 200-FT FROM VALVE TO FURTHEST POINT.
3. DISTRIBUTION TUBE = MAX 5-FT TO EMITTER FROM SUPPLY PIPE TEE, INCLUDING BRANCHES AND FITTINGS.

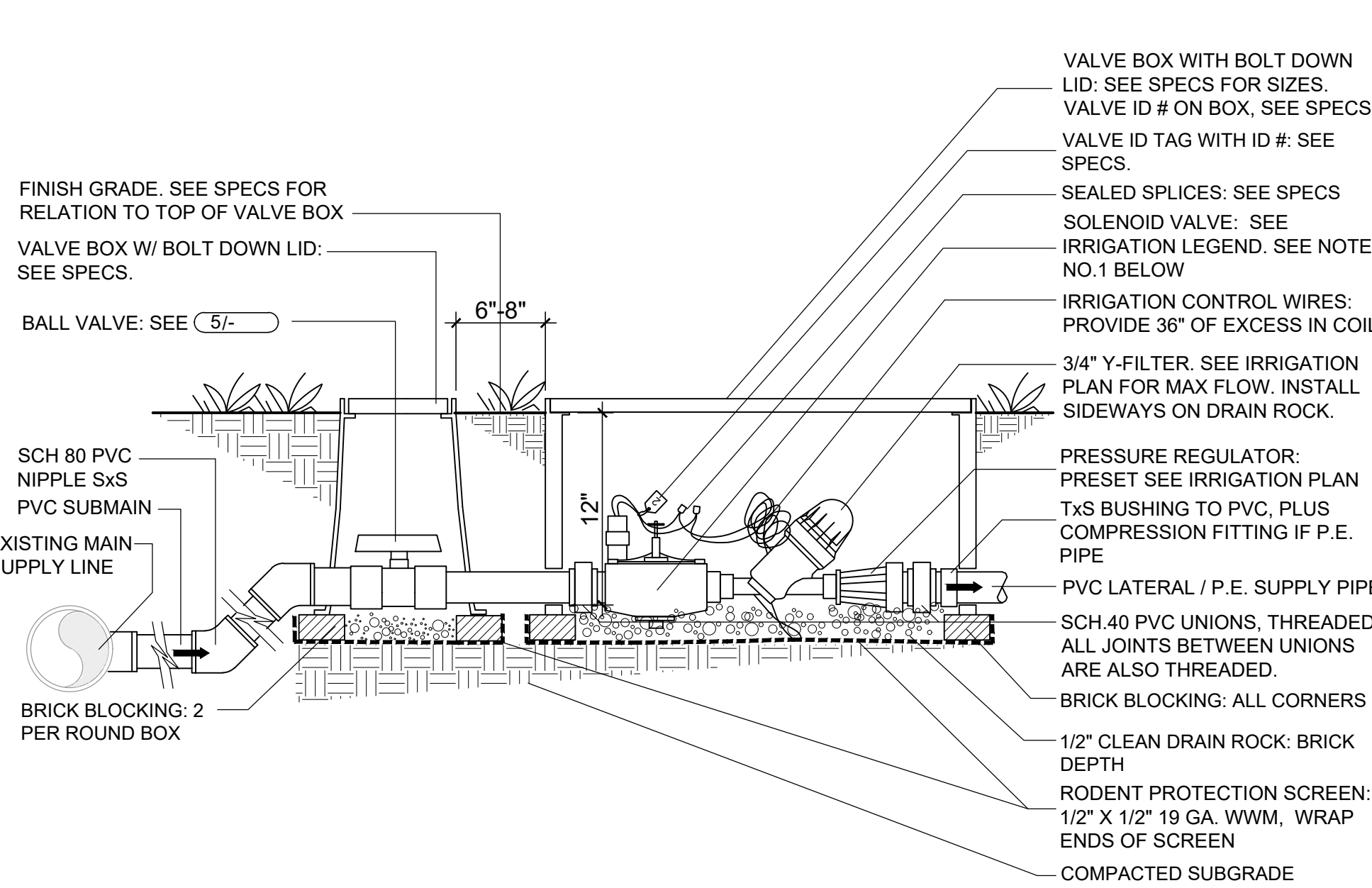
7 Drip Irrigation : PVC Flex Hose / Emitter Manifold



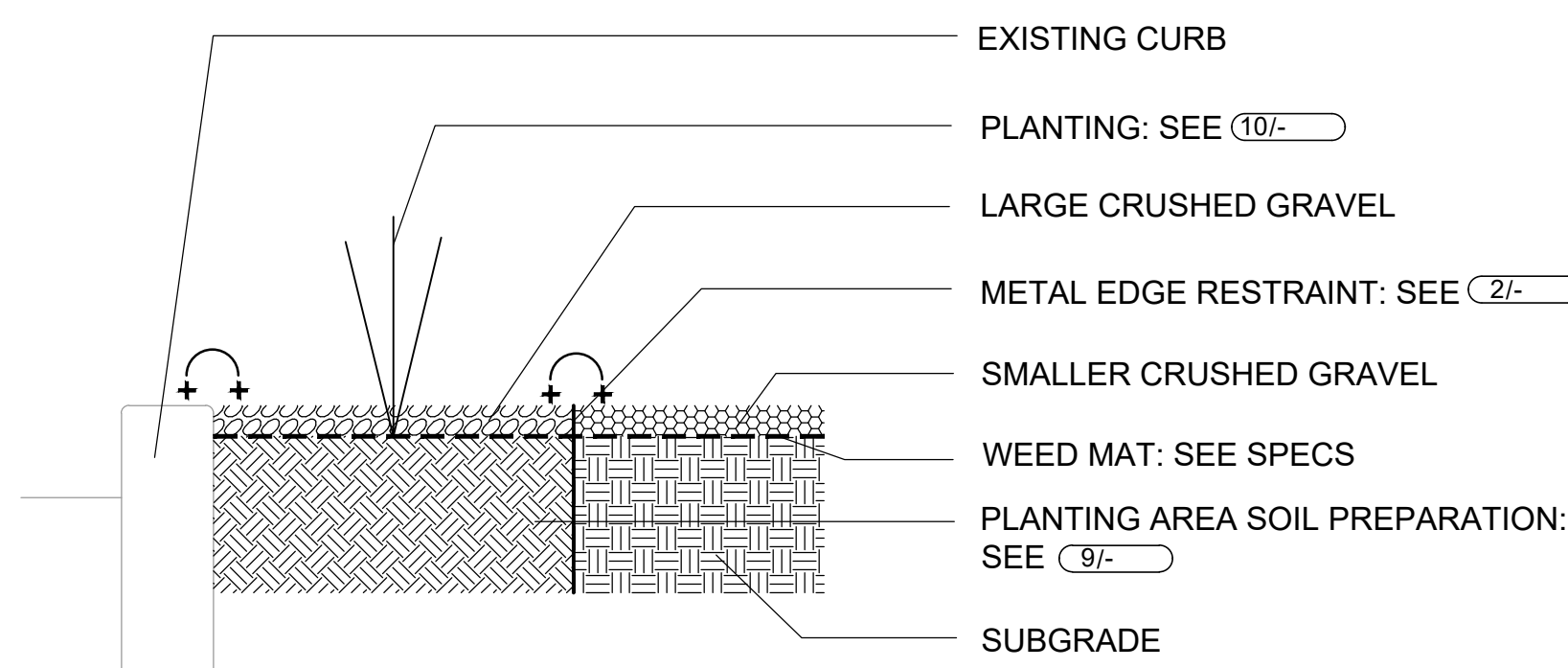
6 Drip Irrigation : PVC Flex Hose / Emitter / Flush Port / Pressure Indicator



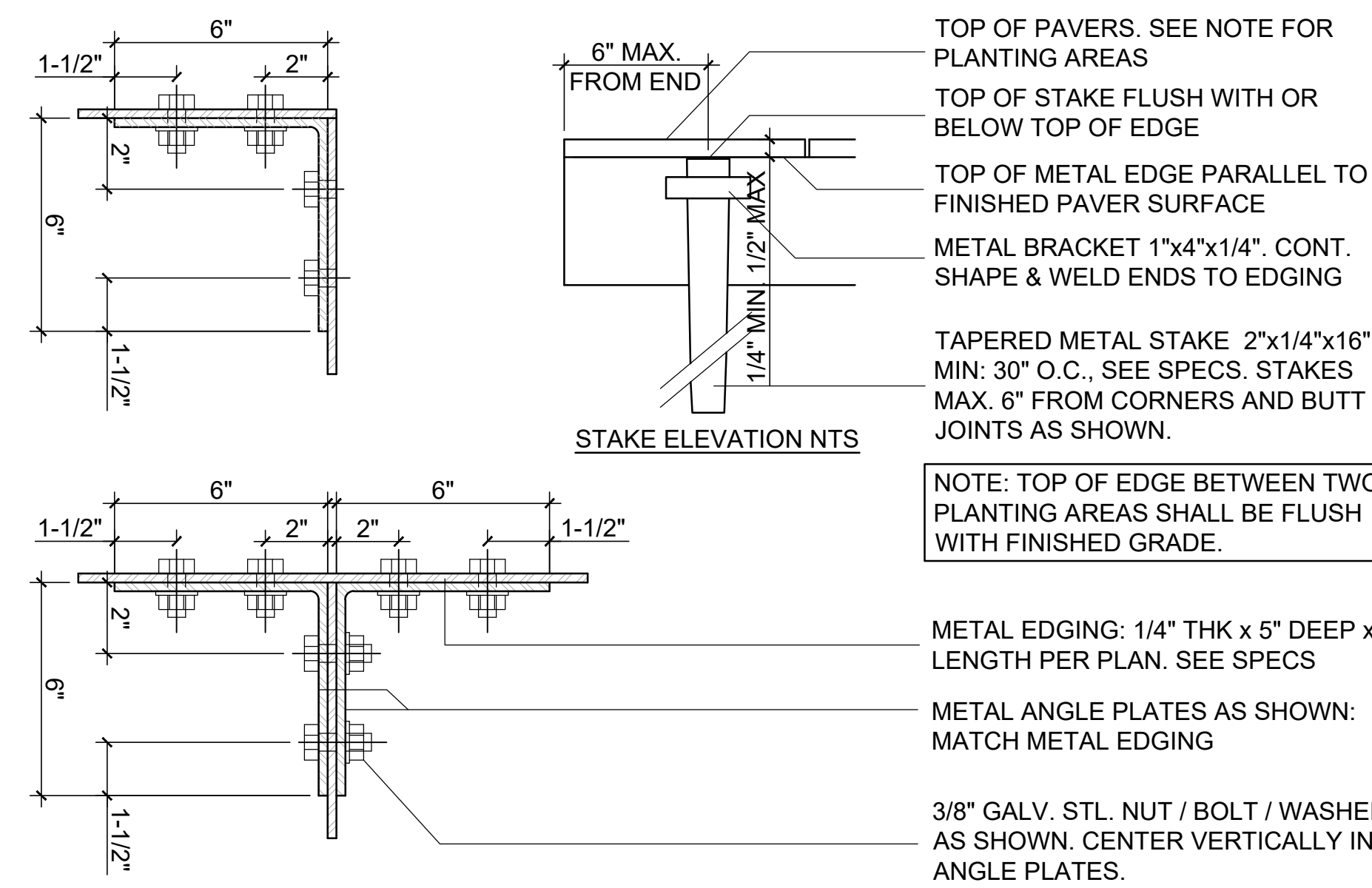
5 Isolation (Ball) Valve



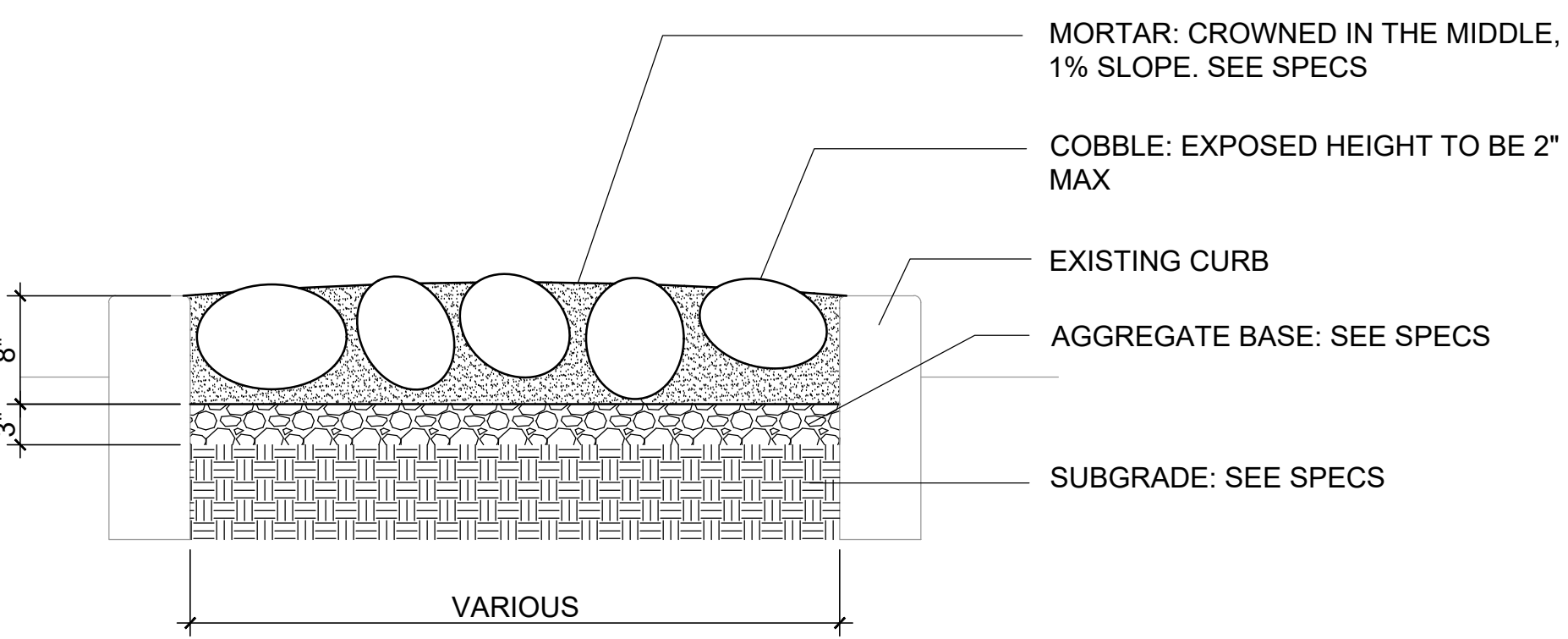
4 Drip Irrigation : Remote Control Valve (Custom Assembly)



3 Finish Grade



2 Metal Edge Restraint



1 Cobble Paving

REVISIONS:
NO. DATE DESCRIPTION

PROJECT:
**FREMONT MEDIANS
RENOVATION**
KIMBALL TO DEL MONTE
CITY OF SEASIDE

PROJECT NO: 22.069
DATE: 4/1/2024
SCALE: AS SHOWN
DRAWN | CHECKED:
ISSUANCE:
100% CD

SHEET NAME:
**CONSTRUCTION
DETAILS**

SHEET NO:
L-5.1

July 25, 2024
City Council Special Meeting

Item 9A

[Attachment – Specifications](#)



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: July 25, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$93,587.00

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 Fremont Medians Renovation Project for an amount not to exceed \$93,587.00.

BACKGROUND

The Fremont Medians Renovations (Project) will rehabilitate the existing planted medians on Fremont Boulevard between Kimball Avenue and Del Monte Boulevard. The proposed improvements include new irrigation, controller, cobble paving, gold crushed gravel, tree protection, and 60-day landscape maintenance period. The Project was released for construction bids on May 9, 2024, and bids were opened on June 12, 2024. The lowest responsive and responsible bidder is Marina Landscape Inc., and the award of a construction contract with the contractor is being considered at this July 25th City Council Meeting.

The Project is scheduled to take 75 working days to complete and is anticipated to start in late August. Construction requires daily oversight of the contractor. The City does not have the personnel resources to support the Project at this time. 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 Fremont Medians Renovation Project. At the request of the City, Wallace Group (Wallace) submitted a proposal to provide construction management and inspection services for an amount not to exceed \$93,587.00. 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, as built drawings, and project closeout documentation. Staff reviewed the proposal and found the scope and acceptable.

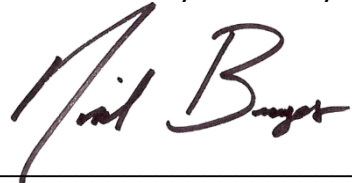
FISCAL IMPACT

The proposed professional services agreement with Wallace Group is for an amount not to exceed \$93,587.00. A 10% contingency, or \$9,358.70, is appropriate for a project of this scope. The Fremont Medians Renovation Project is in the adopted FY 2024/25 Capital Improvement Program with an available budget of \$641,428.00. There are sufficient funds in the Project account (342-8910-9579) to execute the professional services agreement with Wallace Group.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

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 A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$93,587.00.

WHEREAS, the Fremont Medians Renovations Project is an approved project in the City Capital Improvement Program (CIP) identified in the fiscal year 2024/2025 annual budget; and

WHEREAS, the proposed improvements include new irrigation, controller, cobble paving, gold crushed gravel, tree protection, and 60-day landscape maintenance period; and

WHEREAS, the Project bidding documents were released for construction bids on May 9, 2024 and bids were opened on June 12, 2024; and

WHEREAS, Marina Landscape 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 at this time; 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, Wallace submitted a proposal to perform construction management and inspection services for the Fremont Medians Renovations Project from pre-construction through project closeout in the amount of \$93,587.00; and

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

reasonable and within the available budget; and

WHEREAS, an amount of \$9,358.70 in contingency, approximately 10% of the contract value, should be authorized on as a 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 Fremont Medians Renovation Project for an amount not to exceed \$93,587.00 and written amendments, and time extensions such that the total agreement does not exceed \$102,945.70.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day July, 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT FREMONT
MEDIANS RENOVATION PROJECT
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

THIS AGREEMENT, is made and effective July 25, 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 July 25 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 **Ninety Three Thousand Five Hundred Eighty Seven Dollars (\$93,587.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files,

Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the

Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or

employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. **NOTICES**

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

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

To Consultant: Wallace Group
 612 Clarion Court
 San Luis Obispo, California 93401
 Att: Kari E. Wagner. PE

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zach Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure Zach Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. **LICENSES**

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

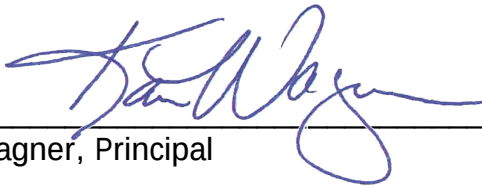
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: 
Kari E. Wagner, Principal

Date: June 6, 2024

City of Seaside
A Municipal Corporation

Nicholas Borges, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services

EXHIBIT A

PP24-8153
City of Seaside - Fremont Median Renovations CM
May 16, 2024
Page 5 of 9



SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

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 pre-construction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, 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 due 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 75 working days and have budgeted for part time inspection (3 hours/day). In addition, there will be a 60 calendar day plant establishment period following acceptance of the work, and we have budgeted for 4 site visits at 4 hours/visit. We have assumed an average of 9 hours/week for project management.

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:
 - Landscaping Demolition and Removal
 - Concrete Flatwork
 - 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
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Provide 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

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 in the final design stages and will likely be bid in Summer 2024. We expect the work to start in late June/early July 2024 and will continue for 75 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 \$93,587 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

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 Zach 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 "Zach Teske", is written over the printed name and address.

Zach Teske, PE
Director of Construction Management
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
Exhibit A - 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 PP24-8153 City of Seaside - Fremont Medians Renovation CM									
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	16	48	8		\$402	72	\$13,120	\$13,522
2	Construction	23	135	241		\$1,508	399	\$71,280	\$72,788
3	Post-Construction	6	32			\$201	38	\$6,760	\$6,961
	SUB-TOTALS	45	215	249		\$2,111	509		
	WALLACE GROUP LABOR COSTS	\$9,790	\$36,550	\$44,820					\$91,160
	WALLACE GROUP DIRECT COSTS								\$2,111
	SUBCONSULTANT DIRECT COSTS								
	DIRECT COSTS OVERHEAD @							15%	\$317
	TOTAL								\$93,587

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.

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.

EXHIBIT D

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

Table of Contents

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

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

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

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

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

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

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

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

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

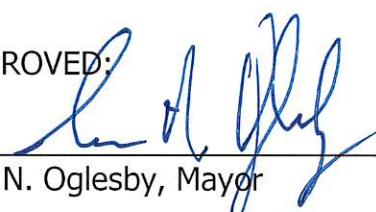
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

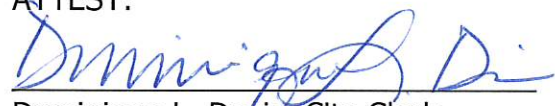
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



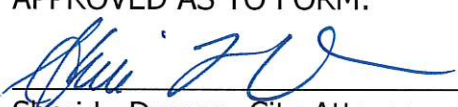
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: July 25, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH WHITSON
ENGINEERS FOR DESIGN SERVICES DURING CONSTRUCTION
FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN
AMOUNT NOT TO EXCEED \$13,800.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers to provide design services during construction for the Fremont Medians Renovation Project for an amount not to exceed \$13,800.00.

BACKGROUND

The Fremont Medians Renovation (Project) will rehabilitate the existing planted medians on Fremont Boulevard between Kimball Avenue and Del Monte Boulevard. The Project was released for construction bids on May 9, 2024, and bids were opened on June 12, 2024. The lowest responsive and responsible bidder is Marina Landscape Inc. and the award of a construction contract with the contractor is being considered at this July 25th City Council Meeting. The Project is scheduled to take 75 working days to complete and construction is anticipated to start in late August.

On December 7, 2022, the City Manager signed a professional services agreement (PSA) with Whitson Engineers (Whitson), and BFS Landscape Architects as a sub-consultant, to prepare construction plans and specifications for the Fremont Medians Renovation Project for a cost of \$24,600.00. The Project will improve the aesthetics and reduce maintenance needs for the center median islands on Fremont Avenue for the

1.6-mile segment from its intersection with Kimball Avenue north to Del Monte Boulevard. After the 50% design development plans were presented to City Council, staff received feedback from members of the public interested in seeing the City pursue more natural options that showcase native plants from the Seaside area. Based upon this, staff consulted with the project landscape architect to develop a second design concept that incorporates different textures of gravel, mulch, and plantings, underlain by a weed barrier, to achieve a more natural look while minimizing weed maintenance.

The design changes outlined above require additional services beyond those considered in the original consultant proposal. Whitson Engineers submitted a proposal for these additional services and Amendment #2 to their PSA was approved on October 3, 2023, for an amount not to exceed \$8,000.00.

The project was released for construction bids on May 9, 2024. During the bidding period, Amendment #3 was approved in the amount of \$3,260.00 to attend meetings and assist with potential questions from contractors during the bid period. Additional design services are needed during construction to attend meetings, respond to contractor's request for information, furnish clarifications and revisions, review and process submittals, samples, and shop drawings, and provide Project close out documentation. At the request of the City, Whitson provided a proposal for design services during construction, outlined above, for an amount not to exceed \$13,800.00.

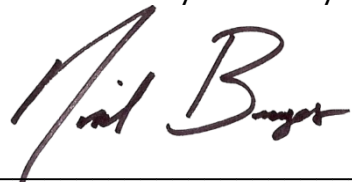
FISCAL IMPACT

The proposed amendment to the professional services agreement with Whitson Engineers is for an amount not to exceed \$13,800.00 for a total PSA value of \$49,660.00. An amount of \$4,966.00, approximately 10% of the agreement value, should be authorized on an as required basis. The Fremont Medians Renovation Project is in the adopted FY 2024/25 Capital Improvement Program with an available budget of \$641,428.00. There are sufficient funds in the Project account (342-8910-9579) to execute the amendment to the professional services agreement with Whitson Engineers.

ATTACHMENTS

1. Resolution
2. Whitson PSA Amendment

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 AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS FOR DESIGN SERVICES DURING CONSTRUCTION FOR THE FREMONT MEDIANS RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$13,800.00

WHEREAS, on December 7, 2022, the City Manager approved a professional services agreement with Whitson Engineers (Whitson) for the Fremont Medians Renovation Project (Project) to develop construction drawings for improvements to the center medians on Fremont Boulevard from Kimball Avenue to Del Monte Boulevard for an amount not to exceed \$24,600.00; and

WHEREAS, on October 19, 2023, City Council amended Whitson design contract in the amount of \$8,000.00 for additional services, which include review of median irrigation systems, preparing a native plant palette and preparing final design development plans for the revised concept; and

WHEREAS, additional scope of services to the Whitson design contract was approved in the amount of \$3,260.00 to provide bid support; and

WHEREAS, Project bid documents were released for construction bids on May 9, 2024 and bids were opened on June 12, 2024; and

WHEREAS, Marina Landscape Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the Project requires design services during construction throughout the duration of the construction; and

WHEREAS, Whitson submitted a proposal to provide design services during construction which consist of attending pre construction and weekly construction meetings, responding to contractor's requests for information, furnishing clarifications and revisions,

reviewing and processing submittals, samples, and shop drawings, attending 8 on-site meetings followed by written reports, and close-out administrative documentation in the amount of \$13,800.00 for a total contract value of \$49,660.00; and

WHEREAS, staff has determined the proposed scope of work and budget are reasonable and within the available budget; and

WHEREAS, an amount of \$4,966.00 in contingency, approximately 10% of the agreement 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 an amendment to the professional services agreement with Whitson Engineers to provide design services during construction for the Fremont Medians Renovations Project for an amount not to exceed \$13,800.00 and written amendments and time extensions such that the total agreement value does not exceed \$54,626.00.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day July, 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 #4
PROFESSIONAL SERVICES
City of Seaside**

Date: June 4, 2024

Change Requested by: X City Consultant

Contract Date

Project Name

December 7, 2022

Fremont Center Medians Landscape Design

To (Consultant): Whitson Engineers, 6 Harris Court, Monterey, CA 93940

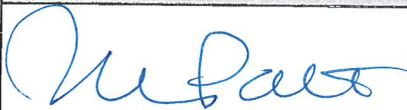
You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

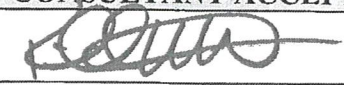
MODIFY the following text in Section 2, "Services."

Consultant shall perform the tasks described and set forth in Exhibit A, A1, A2, and Exhibit A3 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1, A2, and A3.

MODIFY the following text in Section 22, "Contents of Request for Proposal and Proposal."

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, A1, A2, and A3 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,600.00	\$11,260.00	\$13,800.00	\$49,660.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
6 Months	June 30, 2024	24	June 30, 2025
SUBMITTED BY:			
	Nisha Patel, PW Director / City Engineer	6/6/24	
Signature	Name and Title	Date	
CITY APPROVAL BY:			
	Nicholas Borges, Acting City Manager		
Signature	Name and Title	Date	

CONSULTANT ACCEPTANCE BY:		
	Richard Weber, Principal Engineer	6/4/2024
Signature	Name and Title	Date



May 30, 2024

Project No.: 2071.30

Leslie Llantero, P.E.
 City of Seaside
 440 Harcourt Ave.
 Seaside, CA 93955

Via email: LLlantero@ci.seaside.ca.us

Re: **Fremont Blvd Median Landscaping, Kimball Ave to Del Monte Blvd.
 Additional Services Proposal**

Dear Ms Llantero:

Thank you for the opportunity to present this additional services proposal. Our proposed work scope is outlined in the attached proposals by BFS Landscape Architects, and work will be performed by BFS as a subconsultant to Whitson Engineers.

We propose to do the work on a Time and Materials basis, with a total fee estimate of \$13,800 (\$9,800 subconsultant fee estimate for construction support + \$2,600 subconsultant fee estimate for MPWMD submittal + 10% admin fee + \$160 Whitson Engineers labor estimate). BFS' scope will be performed on a Percent Complete basis. Additional Services, if requested, will also be performed on a Time and Materials basis.

Contract Summary:

Original Contract	\$24,600
Contract Amendment #1	\$0 (time extension)
Contract Amendment #2	\$8,000
Contract Amendment #3	\$3,260
<u>This Additional Services Proposal</u>	<u>\$13,800</u>
Total	\$49,660

If you have any questions or need additional information, please contact me at (831) 649-5225.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Nathaniel Milam'.

Nathaniel Milam, PE, QSD
 Senior Civil Engineer
 RCE 76451

for
 Richard Weber, PE, PLS, QSD
 Principal
 RCE 55219, LS 8002

Additional Scope of Services

Fremont Medians Renovation, Seaside CA

April 29, 2024



5.2 CONSTRUCTION REVIEW

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

- ~~A. Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.~~
- ~~B. Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.~~
- ~~C. Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.~~
- D. Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- E. Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- F. Review and process submittals, samples, and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- G. Attend weekly project (OAC) meetings by phone/zoom.
- H. Attend 8 on-site construction reviews, followed by written field reports. Assumes 3.5-months construction and 2-months landscape maintenance. Reviews to include:
 - 1. Substantial Completion Review – at start of landscape maintenance
 - 2. Final Review – at end of landscape maintenance
- I. Close-out project including administrative documentation.

LUMP SUM FEE: ~~\$12,700~~ **\$9,800 for Tasks D - I**

AGREED & AUTHORIZED TO PROCEED

Name

Date

Company

Additional Scope of Services

Fremont Medians Renovation, Seaside CA

May 30, 2024



5.3 MPWMD Submittal

- A. Fill out and submit MPWMD Landscape Documentation Package Submittal Form.
- B. Provide MWELO irrigation use calculations for Documentation Package.
- C. Coordinate Plans and Specs for Documentation Package.

LUMP SUM FEE: \$2,600

AGREED & AUTHORIZED TO PROCEED

Name

Date

Company

Attachments: Standard Schedule of Compensation, dated 1/2024

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

January 2024



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$225/hour
Associate Principal	\$210/hour
Associate	\$195/hour
Project Manager	\$175/hour
Assistant Project Manager	\$164/hour
Designer	\$144/hour
Assistant Designer	\$123/hour
Design/Graphics Intern	\$46/hour
Word Processor/Clerical	\$87/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

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

DATE: July 25, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH WHITSON
ENGINEERS FOR PARTIAL PHASE 2 DESIGN FOR THE CUTINO
PARK IMPROVEMENT PART 2 PLAN FOR AN AMOUNT NOT TO
EXCEED \$9,850.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Whitson Engineers for partial phase 2 design for the Cutino Park Improvement Part 2 Plan for an amount not to exceed \$9,850.00.

BACKGROUND

Part 1

In 2017, the City Council approved a preliminary design of the Cutino Park Master Plan. The Plan included new synthetic turf for a multi-use field, new fencing, new bleachers and dug outs, new skate park, new parking lot, new playground areas and picnic areas, accessible pathways, viewing areas, and accessible upgrades to the restroom and snack shack. Due to the nature of the funding, the extensive scope of the project, and the associated costs of the improvements, the City Council approved to move forward with the field renovations and skate park at an estimated cost of \$5 million. The skate park and synthetic multi-use field was funded through a bond measure and construction began in October 2018 and was completed in August 2019. The remaining improvements identified in the Master Plan included a retaining/sound wall, parking lot, new playground and equipment, fitness equipment, new basketball half court, picnic area, and walking path outside the field. Based upon the 30% design of the Master Plan, the remaining improvements were estimated to cost \$7.2 million. It was decided

to reduce the scope of the next part based upon the remaining bond funds.

Part 2

Whitson Engineers along with their sub-consultant, BFS Landscape Architects, developed concept plans for Cutino Park Part 2. Part 2 consisted of a parking lot, new playground, pickleball courts, new picnic and gathering spaces adjacent to the new play area and the Boys and Girls' Club, site furnishings and amenities such as benches, tables, and water fountains; and planting and irrigation improvements for a total project cost of \$1.2 million. Knowing the bond funds would not be enough, staff applied and received \$500,000.00 in Community Development Block Grant (CDBG) funds.

Early in the design phase, the designer and their sub-consultant, BFS Landscape Architects, developed concept plans for the total build out of the park, including the council requested fitness trail, fitness equipment, and visitor bleachers. During the design team's development of these concepts and cost estimates, the cost of all the features, the ones originally planned and the Council requested features, exceeded the City project budget of \$1.2 million and would need to be constructed in phases. Phase 1 consists of the parking lot, new accessible playground, an accessible pathway, storm water treatment, pathway lighting, benches and new landscaping. Phase 2 consists of pickleball courts and picnic areas, site furnishings and amenities. Phase 3 consists of a fitness trail, fitness equipment, and visitor bleachers. On September 1, 2022, the City Council removed the pickleball courts due to location and noise and approved to proceed with designing the Part 2 Plan and developing bid documents for the construction of Phase 1 with the accessible bleachers as an alternate bid item. With the removal of the pickleball courts, the Project was reduced to two phases. Staff continued to search for grant opportunities for the next phase, which now included the fitness trail, fitness equipment and the three picnic areas. The Project phases were being designed concurrently.

Phase 1 Construction

Construction change orders and unforeseen additional work extended the contractor's construction schedule, which in turn added additional design services. The design of the three picnic areas was completed and constructed during Phase 1 with an approved construction contract change order utilizing Neighborhood Improvement Commission allocated funds. The design consultant was able to absorb the additional design services during construction by halting design of Phase 2 fitness trail and fitness equipment, originally not in their scope of work. Whitson's professional services agreement is paid for on a time and materials basis and the request for \$9,850.00 is for design services for Phase 2 which is over the approved budgeted design amount.

FISCAL IMPACT

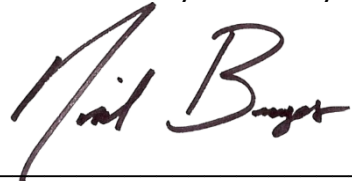
The total design agreement budget with Whitson is \$121,000.00, including a 10% contingency. Amendment No. 1 to Whitson's professional services agreement was

approved for additional conceptual design services for the amount of \$8,250.00. Whitson requested additional compensation for Phase 2 design in the amount of \$9,850.00. This amount exceeds the remaining contingency amount of \$2,750.00. The FY 2024/25 Adopted Budget for Cutino Park Improvements is \$30,000.00. A portion, \$7,100.00, is needed from the budget for the amendment (Amendment No. 4) to the Whitson professional services agreement. This would be the second amendment to Whitson's agreement for additional funds, the other two amendments (No. 2 & No. 3) were for time extensions only. The project from preliminary design through construction completion was a total of two years. Although the construction is complete, project closeout documentation is being conducted by staff and the construction management consultant, for which additional funds will be considered at a future meeting.

ATTACHMENTS

1. Resolution
 2. Whitson PSA Amendment
-

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 AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WHITSON ENGINEERS FOR ADDITIONAL COMPENSATION FOR
PARTIAL PHASE 2 DESIGN FOR THE CUTINO PARK IMPROVEMENTS PART 2
PLAN FOR AN AMOUNT NOT TO EXCEED \$9,850.00.**

WHEREAS, Cutino Park Improvements Part 2 is an approved Capital Improvement Program Project identified in the approved FY 2024/2025 Budget; and

WHEREAS, the Council elected to seek additional improvements at Cutino Park for a parking lot, storm water retention and treatment, new playground, bleachers, accessible pathway, lighting, landscape features, picnic areas, fitness path, fitness equipment and pickleball courts; and

WHEREAS, during the development of the design concepts and cost estimate, the cost of all the features, originally planned, and council requested, exceeded the project budget of \$1.2 million; and

WHEREAS, on September 1, 2022, the City Council approved to proceed with designing the Part 2 Plan and constructing the improvements in two phases; and

WHEREAS, City elected to proceed with the construction of Phase 1 which consisted of a new parking lot, new accessible playground, an accessible pathway, storm water treatment, pathway lighting, accessible bleachers, benches and new landscaping; and

WHEREAS, during construction, the city was able to design and construct the three picnic areas including table and benches, originally in another phase, through a change order approved by City Council and paid for utilizing Neighborhood Improvement Commission allocated funds; and

WHEREAS, during construction of Phase 1, construction change orders and unforeseen additional work extended the contractor's construction schedule and required

re-design; and

WHEREAS, these change orders and additional work required re-design over the original design contract agreement; and

WHEREAS, the approved agreement amount for the design of the Project was \$121,000.00 including a 10% contingency; and

WHEREAS, Whitson requested additional compensation for partial Phase 2 design that was not able to be absorbed through the original design agreement and an additional amount of \$9,850.00 is being requested; and

WHEREAS, the additional compensation for partial Phase 2 design exceeds the remaining contingency amount of \$2,750.00 in the Project account #348-8910-9570.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an amendment to the professional services agreement with Whitson Engineers for additional compensation for partial Phase 2 design for Cutino Park Improvements Part 2 Plan for an amount not to exceed \$9,850.00.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 25th day July, 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 #4
PROFESSIONAL SERVICES
City of Seaside

Date: July 18, 2024

Change Requested by: City X Consultant

Contract Date

June 2, 2022

Project Name

Cutino Park Improvements

To (Consultant): Whitson Engineers, 6 Harris Court, Monterey, CA 93940

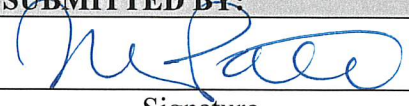
You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

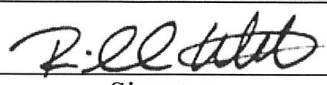
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Section 2, "Services"

Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit E, and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Exhibit E, and Exhibit A1.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$110,000	\$8,250.00	\$9,850.00	\$128,100.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2023	24	June 30, 2025

SUBMITTED BY:		
	Nisha Patel, PW Director / City Engineer	7/1/24
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Nicholas Borges, Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Richard Weber, Principal	7/1/2024
Signature	Name and Title	Date



May 8, 2024

Project No.: 4535.00

Leslie Llantero, P.E.
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Via email: LLlantero@ci.seaside.ca.us

Re: Cutino Park Improvements | Additional Services Proposal

Dear Ms. Llantero:

Thank you for the opportunity to present this Additional Services proposal. Our proposed work scope is outlined in the attached proposal by BFS Landscape Architects, and work will be performed by BFS as a subconsultant to Whitson Engineers.

We propose to do the work on a Time and Materials basis, with a total fee estimate of \$9,800 (\$8,850 subconsultant fee estimate + 10% admin fee + \$65 Whitson Engineers labor estimate). BFS' scope will be performed on a Percent Complete basis. Additional Services, if requested, will also be performed on a Time and Materials basis.

Contract Summary:

Original Contract	\$110,000
Contract Amendment #1	\$8,250
Contract Amendment #2	\$0 (time extension)
This Additional Services Proposal	\$9,850
Total	\$128,100

If you have any questions or need additional information, please contact me at (831) 649-5225.

Sincerely,
Whitson Engineers

A handwritten signature in dark ink, appearing to read 'Nath' followed by a stylized surname.

Nathaniel Milam, PE, QSD | Senior Civil Engineer

for
Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Additional Scope of Services

Cutino Park – City of Seaside, Owner
Whitson Engineers, Client
March 14, 2024



5.3 Preparation of Phase 2 Construction Documents

BFS is respectfully requesting consideration by the project Owner to compensate BFS Landscape Architects for time spent on the following work outside of our original scope dated 5/4/2022 (including April 2022 Monterey Bay Engineers Plan) and the Bid Docs:

1. Provided drawings and details for additional work known as Phase 2 (from April 2023 to June 2023) around the existing turf field; including site plan (hardscape and fitness areas), planting plan, irrigation plan, and related details.
2. Provided 50% Construction Documents of Phase 2 area.
3. Performed additional project site visits.
4. Performed additional product research.

LUMP SUM BUDGET: \$8,850

AGREED & AUTHORIZED TO PROCEED

Name

Date

Company

Attachments: Standard Schedule of Compensation, dated 1/2023.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$994,837.35 AND A TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$1,144,062.95

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, awarding a construction agreement to Monterey Peninsula Engineer for an amount not to exceed \$994,837.35 establishing a 15% contingency for a total construction agreement amount not to exceed \$1,144,062.95, and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change order until completion of the project in accordance with the plans and specification up to the total project construction amount.

BACKGROUND

Lincoln Cunningham Park Phase 1 - Arterial Trail Project is located in Lincoln Cunningham Park between Yosemite Street and Lincoln Street adjacent to San Pablo Avenue. The Project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

Design was completed, and the project was released for bids on June 13, 2024. The plans and specifications, as edited by bid addendums, are attached. Bids were received from three contractors on July 10, 2024, as follows:

Contractor	Base Bid	Bid (Base Bid plus Additive Alternate 1)
Anderson Pacific Engineering Construction, Inc.	\$1,355,710.00	\$1,646,190.00
Don Chapin Co., Inc.	\$1,065,955.00	\$1,310,295.00
Monterey Peninsula Engineering	\$846,377.35	\$994,837.35

The lowest bid determination, as specified in the project specifications, shall be based upon the Total Bid (Base Bid plus Additive Alternate 1). Based upon an evaluation of bid documents received, Monterey Peninsula Engineering was found to be the lowest responsive and responsible bidder, with a total bid of \$994,837.35. Monterey Peninsula Engineering has satisfactorily completed similar construction projects in the Monterey Bay and Santa Cruz areas as the Lincoln Cunningham Park Phase 1 - Arterial Trail Project. Staff recommends a construction agreement for this project be awarded to Monterey Peninsula Engineering.

The proposed construction agreement with Monterey Peninsula Engineering is for a not to exceed amount of \$994,837.35. In addition, a construction agreement contingency of 15%, or \$149,225.60 is required for expenses from unforeseeable issues that arise during construction. The engineer's estimate without construction contingency for construction of the project was \$952,960.00.

Other expenses that have already been approved for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project are a Professional Services Agreement (PSA) for an amount up to \$98,780.00 with Whitson Engineers for design, bid support, and design services during construction. The total budget remaining for the Project starting in fiscal year 2024/25 is \$1,674,700.00. Engineering will need \$10,000.00 set aside for public notifications and other project related costs, and \$233,069.35 for construction management and inspection services. With the mentioned costs and the construction cost, the total costs for the project this fiscal year amount to \$1,387,132.30.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorical Exempt (Class 1, Section 15301 Existing Facilities). The project includes the repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

FISCAL IMPACT

The fiscal year 2024/25 budget for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project is \$1,674,700.00. There are sufficient funds available in the Project account (342-8910-9581) to fund the construction agreement including construction contingency with Monterey Peninsula Engineering in the amount of \$1,144,062.95. Staff will return to City Council to obtain approval of a reimbursement agreement with Seaside County Sanitation District to reimburse the City for costs associated with the repair of the sewer main.

ATTACHMENTS

1. Resolution
 2. MPE Construction Agreement
 3. Conformed Plan
 4. Conformed Specification
-

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. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$994,837.35 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$1,144,062.95

WHEREAS, the Lincoln Cunningham Park Phase 1 - Arterial Trail Project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2024-2025 annual budget; and

WHEREAS, Whitson Engineers completed design on June 13, 2024; and

WHEREAS, the proposed construction of improvements includes a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; sewer main rehabilitation; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

WHEREAS, on June 13, 2024, the project was released for construction bids, and on July 10, 2024, three bids were received from Anderson Pacific Engineering Construction, Inc., Don Chapin Co., Inc., and Monterey Peninsula Engineering; and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bid in the amount of \$994,837.35; and

WHEREAS, an additional amount of \$149,225.60 contingency, approximately 15% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has satisfactorily completed similar construction projects as the Lincoln Cunningham Park Phase 1 - Arterial Trail Project in the Monterey Bay and Santa Cruz areas; and

WHEREAS, the other expenses of the project this fiscal year include construction management, inspection, materials testing, and public notifications which amount to \$243,069.35; and

WHEREAS, the current total fiscal year 2024/25 budget for Lincoln Cunningham Park Phase 1 – Arterial Trail Project (account no. 342-8910-9581) is \$1,674,700.00, not including encumbrances; and

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA since the project involves repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the conformed plans and specifications for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project dated June 2024; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Monterey Peninsula Engineering for an amount not to exceed of \$994,837.35; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments, extensions, and change orders to the construction agreement such that the full construction value may not exceed \$1,144,062.95.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25th day of July, 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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **25th** day of **July 2024**, by and between **Monterey Peninsula Engineering** whose place of business is located at **192 Healy Avenue, Marina CA 93933** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 24- adopted on the **25th day of July, 2024** awarded to Contractor the following Contract:

CONTRACT NUMBER 342-24-035

Lincoln Cunningham Park Phase 1 – Arterial Trail Project
located at
Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum **Nine Hundred Ninety Four Thousand Eight Hundred Thirty Seven Dollars and Thirty Five Cents (\$994,837.35)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **120 Working Days** from the Commencement Date and **20 Working Days** following substantial completion to achieve Final Completion.
- B. Landscape Maintenance Period work shall be completed prior to the substantial completion plus 120 days, or final approval, whichever is later.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

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

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **One Thousand Dollars (\$1,000.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.
- C. The Contractor shall pay to the Owner a sum of **Two Hundred Dollars (\$200.00)** per day, for each and every calendar day's delay for Contractor to complete landscape maintenance work in excess of the number of landscape maintenance days prescribed in Section 32 01 90 Landscape Maintenance 1.03 A. Maintenance Period

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01** Contract Documents consist of the Project Plans dated June 10, 2024 and Project Manual dated June 13, 2024 (Specifications), Standard Plans, and Standard Specifications, including all changes, Addenda, and Modifications thereto.
- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at

Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

CONTRACTOR: Monterey Peninsula Engineering

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Nicholas Borges
Acting City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

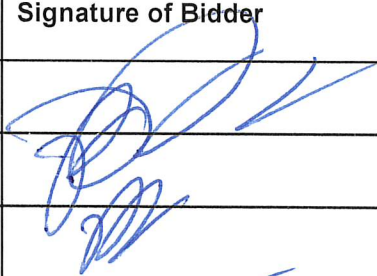
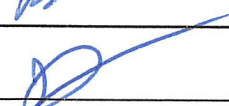
TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

Monterey Peninsula Engineering
(Firm/Company Name)

Re: **Lincoln Cunningham Park Phase 1 – Arterial Trail Project** located at Lincoln Cunningham Park, San Pablo Avenue, Seaside, CA 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder
Addendum #1	07/03/2024	
Addendum #2	07/05/2024	
Addendum #3	07/05/2024	
Addendum #4	07/08/2024	

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

SCHEDULE OF BID PRICES

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

BASE BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	30,000	30,000
2	Storm Water Compliance	1	LS	27,000	27,000
3	Traffic Control	1	LS	11,000	11,000
4	Construction Staking	1	LS	15,000	15,000
5	Earthwork	1	LS	85,000	85,000
6	Remove Light Pole and Foundation	11	EA	1.65	18.15 18.15
7	Remove Rock Wall and Foundation	326	LF	13-	4,238
8	Relocate Park Sign	1	EA	4,000	4,000
9	Relocate Pet Waste Station	1	EA	1,500	1,500
10	Relocate Street Light	1	EA	15,000	15,000
11	Remove Storm Drain	16	LF	86-	1,376
12	Remove Storm Drain Inlet	1	EA	1,500	1,500
13	Remove Storm Drain Inlet and Install 2 LF of 24" RCP	1	LS	9,000	9,000
14	Break-In Connection to Existing Structure	3	EA	1,000	3,000
15	Replace 10 LF Sanitary Sewer Main	1	LS	7,000	7,000
16	Remove Asphalt Concrete Pavement (Path)	12,000	SF	0.85	10,200
17	Remove Asphalt Concrete Pavement and Base Rock (Path)	5,500	SF	.50	2,750
18	Remove Asphalt Concrete Pavement (Street)	140	SF	1-	140
19	Remove Concrete Curb, Gutter and Sidewalk (Street)	440	SF	4.48	1,971.20
20	Adjust Manhole Cover to Grade	3	EA	1,500	4,500
21	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA	2,500	2,500

22	Type 'D' Storm Drain Inlet	1	EA	9,000	9,000
23	18"x18" Flat Grate Storm Drain Inlet	2	EA	9,500	19,000
24	8" Storm Drain (Class 3 RCP)	120	LF	150	18,000
25	8" Storm Drain (Plastic Pipe)	8040	LF	150	6,000
26	12" Storm Drain (Plastic Pipe)	50	LF	140	7,000
27	Class 2 Aggregate Base	305	CY	300	91,500
28	Class 2 Aggregate Base (Tan/Gold Path Surfacing)	60	CY	28 ^{PT} 350	21,000
29	Hot Mix Asphalt (Type A) (Street)	140	SF	96-	13,440
30	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	650	SF	40-	26,000
31	Detectable Warning Surface	66	SF	40-	2,640
32	Concrete Vehicular Pavement (Path)	11,700	SF	19-	222,300
33	Concrete Stairs, Handrails and Cheek Walls	1	LS	22,000	22,000
34	Cast-In-Place Concrete Wall (H=4'-8" Maximum)	4,100220	SF	200	44,000
35	12" Retaining Curb	334	LF	56-	18,704
36	Soil Preparation	35,000	SF	1-	35,000
37	Hydroseed	35,000	SF	0.30	10,500
38	Plant Establishment Period (60-120 Days)	1	LS	43,000	43,000
39	Record Drawings	1	LS	600	600
TOTAL BASE BID:					848,174.20

The TOTAL BASE BID AMOUNT described in words is:

846,377.35

~~eight hundred forty eight thousand one hundred seventy four~~

eight hundred forty six thousand three hundred seventy-seven

and ~~20~~ /100 DOLLARS)

35

ADDITIVE ALTERNATE 1 BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
40	Construction Staking	1	LS	2,000	2,000

41	Earthwork	1	LS	5,500	5,500
42	Remove Asphalt Concrete Pavement (Street)	310	SF	6-	1,860
43	Remove Concrete Curb, Gutter and Sidewalk (Street)	570	SF	3-	1,710
44	Remove Bollard and Foundation	1	EA	800	800
45	Reconstruct Drain Inlet Top to Caltrans Type G3	1	EA	4,500	4,500
46	Class 2 Aggregate Base	110	CY	265	29,150
47	Hot Mix Asphalt (Type A)	190	SF	34-	6,460
48	Concrete Curb, Gutter, Sidewalk and Curb Ramp (Heavy Duty)	1,000	SF	38-	38,000
49	Detectable Warning Surface	62	SF	40-	2,480
50	Concrete Vehicular Pavement (Path)	2,300	SF	19-	43,700
51	Stabilized D.G. Paving	720	SF	15-	10,800
52	Roadside Sign	1	EA	500-	500-
53	Pavement Markings (2-Coat Paint)	1	LS	1,000	1,000
TOTAL ADDITIVE ALTERNATE 1 BID:					148,460

The TOTAL ADDITIVE ALTERNATE 1 BID AMOUNT described in words is:

One hundred forty eight thousand four hundred
sixty dollars and 00 /100 DOLLARS)

TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID (in figures):	996,634.20
--	-----------------------

The TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1 BID AMOUNT described in words is: 994,837.35

~~Nine hundred ninety six thousand six hundred thirty four~~
Nine hundred ninety four thousand eight hundred thirty seven and ~~20~~ /100 DOLLARS)

35

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document

00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

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

NAME OF BIDDER: Monterey Peninsula Engineering, a Partnership

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

number: 972425 Expiration: 04/30/2026

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

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

(Signature of Bidder)
Peter J. Taormina, Manager

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

partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

192 Healy Ave, Marina CA 93933

Contractor's Representative(s):

Please see attached partnership structure

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

831-384-4081

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

831-384-5078

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

07/10/2024

END OF DOCUMENT



PROJECT
LOCATION
CITY OF SEASIDE



UNDERGROUND SERVICE ALERT:

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE OR THE PROPOSED CONSTRUCTION.

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

EMERGENCY TELEPHONE NUMBERS

POLICE/FIRE/AMBULANCE	911
MONTEREY COUNTY COMMUNICATIONS CENTER	831-394-6811
MONTEREY SALINAS TRANSIT	831-899-2555
PACIFIC GAS & ELECTRIC (PG&E)	800-743-5000
AT&T (TELEPHONE)	831-754-8026
SEASIDE MUNICIPAL WATER	831-899-6842
COMCAST (CABLE TELEVISION)	800-945-2288

CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

LINCOLN CUNNINGHAM PARK
PHASE 1 - ARTERIAL TRAIL PROJECT



PROJECT LOCATION MAP

SCALE: 1" = 5000'

SHEET INDEX

1.	TITLE SHEET	C0.1
2.	CIVIL NOTES AND LEGENDS	C0.2
3.	EROSION & SEDIMENT CONTROL	C0.3
4.	DEMOLITION PLAN	C1.2
5.	SURVEY CONTROL PLAN	C1.1
6.	OVERALL CONSTRUCTION PLAN	C2.0
7.	CONSTRUCTION PLAN & PROFILE	C2.1
8.	CONSTRUCTION PLAN & PROFILE	C2.2
9.	CONSTRUCTION PLAN & PROFILE	C2.3
10.	CONSTRUCTION PLAN & PROFILE	C2.4
11.	CONSTRUCTION PLAN & PROFILE (ADDITIVE ALTERNATE #1)	C2.5
12.	CONSTRUCTION PLAN & PROFILE	C2.6
13.	CONSTRUCTION PLAN & PROFILE (ADDITIVE ALTERNATE #1)	C2.7
14.	ON-STREET ACCESSIBLE PARKING (ADDITIVE ALTERNATE #1)	C2.8
15.	CURB RAMP DETAILED GRADING	C3.1
16.	CIVIL DETAILS	C4.1
17.	CIVIL DETAILS	C4.2
18.	STANDARD DETAILS	C4.3

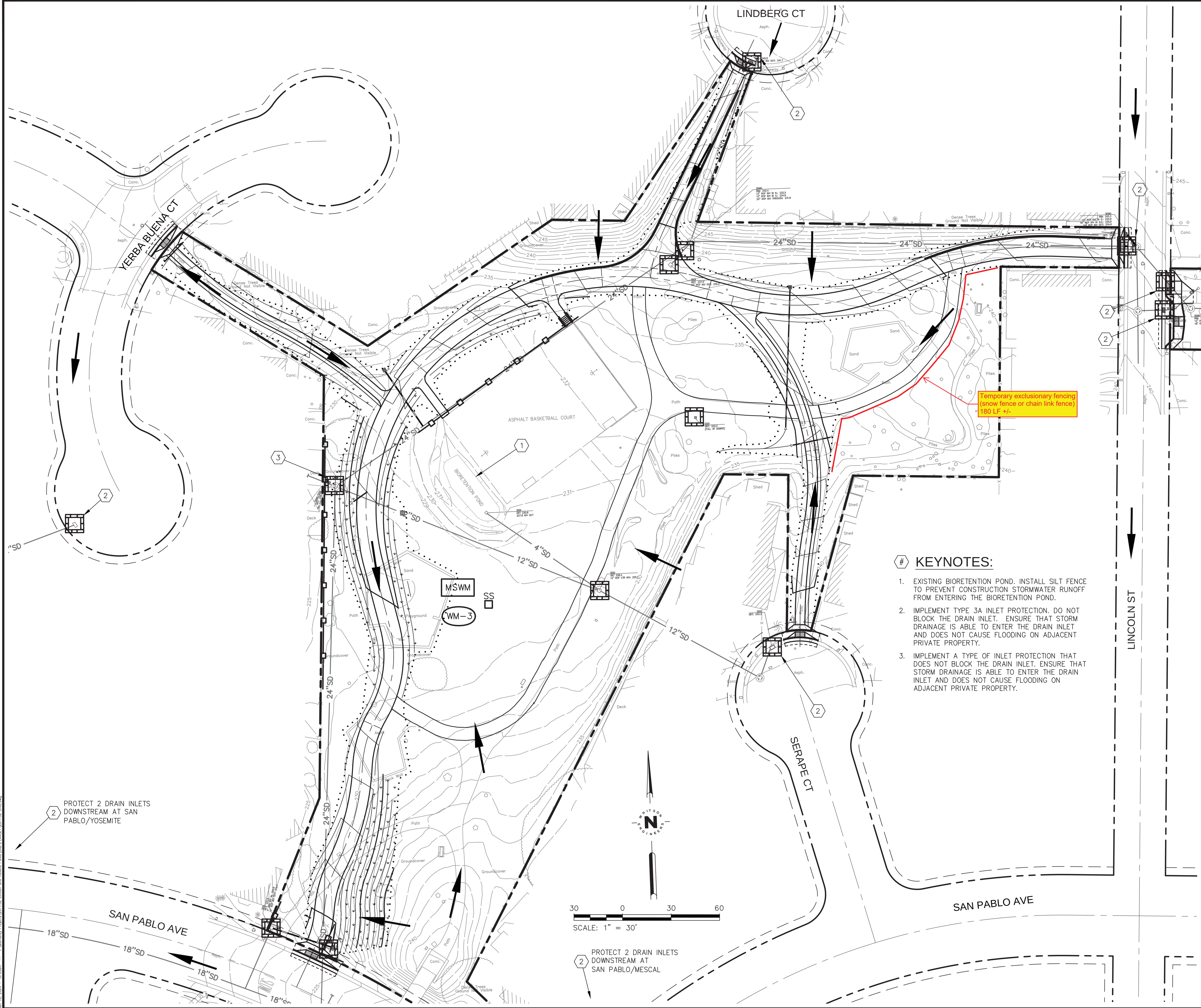
SCOPE OF WORK

CONSTRUCT CONCRETE MULTI-USE PATH THROUGH LINCOLN CUNNINGHAM PARK FROM SAN PABLO AVENUE TO LINCOLN STREET; PEDESTRIAN PATHS FROM THE NEW MULTI-USE PATH TO YERBA BUENA COURT, LINDBERG COURT, AND SERAPE COUR; AND ONE ON-STREET ACCESSIBLE PARKING STALL ON LINCOLN STREET BETWEEN LINCOLN CUNNINGHAM PARK AND HAVANA SOLIZ PARK.



Civil Engineering
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Monterey, California
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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 2071.32
	TITLE SHEET	
	SHEET NO.	
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	
SCALE: NONE	DWG FILE NO. 2071.32	
APPROVED BY:  NISHA PATEL, CITY ENGINEER		DATE: 6/10/24
EXPIRATION DATE: 6/30/2024		R.C.E. No. 72491



EROSION AND SEDIMENT CONTROL NOTES

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

LEGEND

SYMBOL	CASQA BMP #	DESCRIPTION
~SC-7~	SC-7	LIMITS OF STREET SWEEPING
	SC-10	INLET PROTECTION
MSWM		MATERIAL STORAGE AND WASTE MANAGEMENT AREA
WM-3	WM-3	TEMPORARY STOCKPILES
SS	WM-9	SANITARY FACILITIES
	-	DIRECTION OF DRAINAGE
		TEMPORARY SILT FENCE
		SOIL STABILIZATION (PROVIDE ON ALL DISTURBED SOILS)

KEYNOTES:

- EXISTING BIORETENTION POND. INSTALL SILT FENCE TO PREVENT CONSTRUCTION STORMWATER RUNOFF FROM ENTERING THE BIORETENTION POND.
- IMPLEMENT TYPE 3A INLET PROTECTION. DO NOT BLOCK THE DRAIN INLET. ENSURE THAT STORM DRAINAGE IS ABLE TO ENTER THE DRAIN INLET AND DOES NOT CAUSE FLOODING ON ADJACENT PRIVATE PROPERTY.
- IMPLEMENT A TYPE OF INLET PROTECTION THAT DOES NOT BLOCK THE DRAIN INLET. ENSURE THAT STORM DRAINAGE IS ABLE TO ENTER THE DRAIN INLET AND DOES NOT CAUSE FLOODING ON ADJACENT PRIVATE PROPERTY.

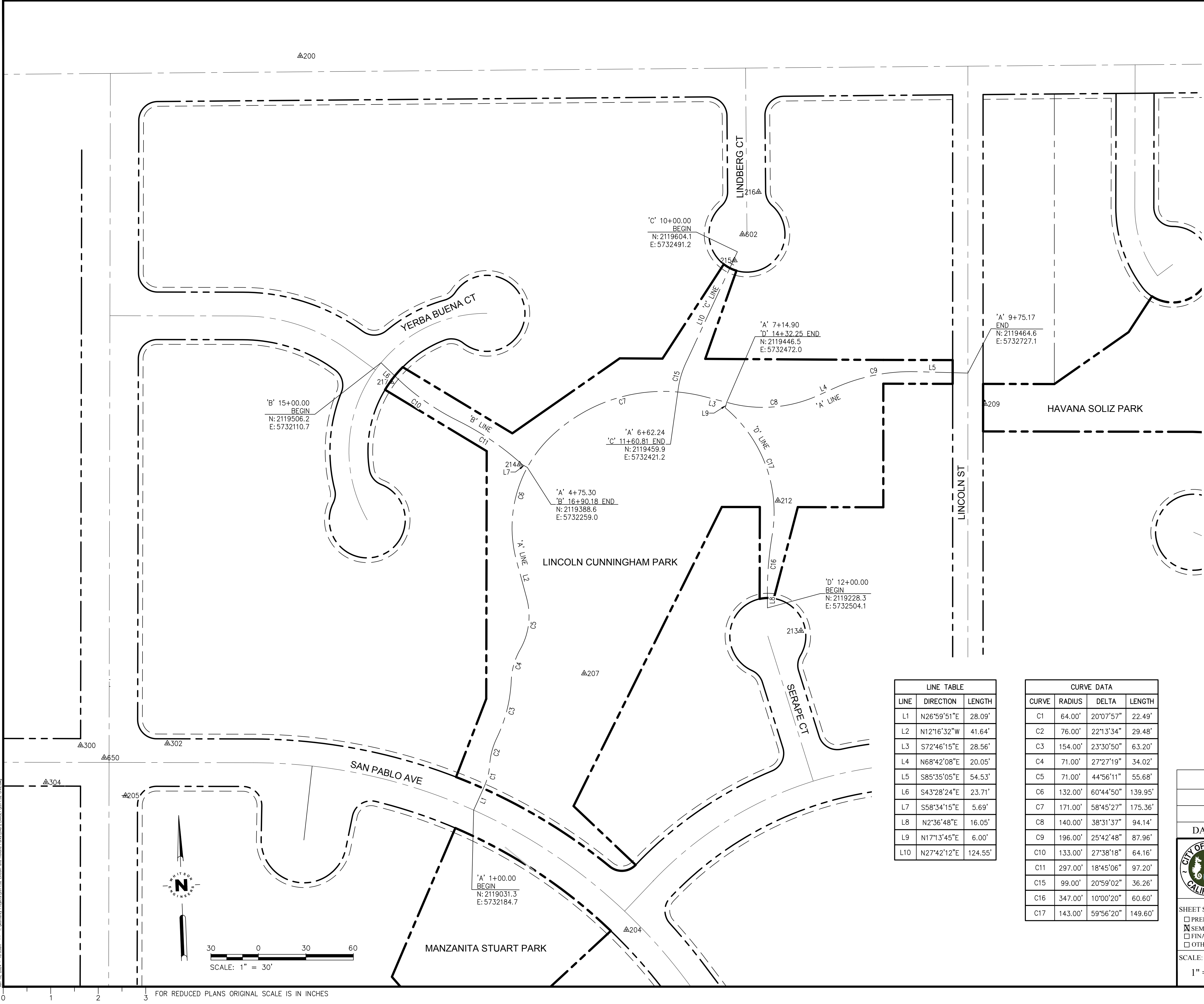


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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE: EROSION & SEDIMENT CONTROL	PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO.
	SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	C0.3
SCALE: 1" = 30'		DWG FILE NO. 2071.32

PROTECT 2 DRAIN INLETS
DOWNSTREAM AT SAN
PABLO/YOSEMITE

PROTECT 2 DRAIN INLETS
DOWNSTREAM AT
SAN PABLO/MESCAL



SURVEY CONTROL				
POINT No.	CONTROL POINT DESCRIPTION	NORTHING	EASTING	ELEVATION
200	CP SET MAG&WASHER-AP	2119832.77	5732041.93	227.95
201	CP SET MAG&WASHER-AP	2119784.06	5733009.33	264.70
202	CP SET MAG&WASHER-AP	2119766.23	5733433.00	278.42
203	CP SET MAG&WASHER-AP	2119032.33	5733413.29	279.97
204	CP SET MAG&WASHER-AP	2118897.43	5732338.99	237.26
205	CP SET MAG&WASHER-AP	2119064.67	5731819.50	204.72
206	CP MAG&WSHR-DO NOT USE	2119063.52	5732175.21	223.13
207	CP SET MAG&WASHER	2119169.13	5732308.04	232.96
209	CP SET MAG&WASHER	2119431.23	5732743.29	242.46
210	CP SET MAG&WASHER	2119406.64	5733116.79	254.94
211	CP SET MAG&WASHER	2119382.31	5733434.33	264.86
212	CP SET MAG & WSHR	2119340.52	5732520.61	235.29
213	CP SET MAG & SHINER-TC	2119202.41	5732538.14	242.36
214	CP SET MAG & WSHR	2119392.10	5732251.14	229.55
215	CP SET MAG	2119595.27	5732487.69	246.10
216	CP SET MAG	2119665.86	5732516.53	250.38
217	CP SET MAG	2119485.61	5732120.50	233.27
251	CP SET RBR & CAP	2118746.09	5734210.86	356.15
252	CP SET MAG & WSHR AP	2116529.48	5733155.66	291.62
253	CP SET MAG & WSHR AP	2117247.86	5733464.99	283.98
254	CP SET MAG & WSHR AP	2117316.90	5732940.60	258.89
255	CP SET MAG & WSHR AP	2116729.80	5732339.05	238.49
256	CP SET MAG & WSHR AP	2117017.72	5731694.28	213.63
258	CP SET MAG & WSHR AP	2117258.43	5731132.51	194.80
270	CP FD WE MAG & WSHR - 232	2116992.44	5730916.58	169.51
300	CP SET MAG & WSHR IN SW JOINT	2119119.91	5731774.86	202.07
302	CP FD SCRIBE X	2119117.41	5731866.15	205.14
304	CP FD SCRIBE X	2119082.92	5731736.46	201.23
305	CP SET SCRIBE X @ TC	2119132.71	5731588.23	193.04
306	CP FD RBR & CAP	2119308.94	5732283.91	228.53
307	CP FD MAG & WSHR	2119487.89	5732427.18	239.29
308	CP FD SCRIBE X NO 59	2119264.56	5733127.88	255.11
309	CP FD MAG NO 62	2119409.25	5732972.68	248.24
310	CP FD RBR & CAP WG	2119410.68	5732746.23	241.86
600	FD BD CUM PUNCHED	2119762.14	5733459.03	277.67
601	FD CUM W\ BD PUNCHED	2119021.76	5733421.17	280.03
602	FD CONC. WELL MON BD RCE 7595	2119622.22	5732497.32	246.94
603	FD CONC MON BD RCE 7595	2119197.47	5732498.06	241.16
650	FD BD CUM	2119105.72	5731799.03	202.12
651	FD BD CUM	2119115.93	5731602.83	193.37
652	FD N&T LS 3381	2119086.50	5731592.35	195.17

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N26°59'51"E	28.09'
L2	N12°16'32"W	41.64'
L3	S72°46'15"E	28.56'
L4	N68°42'08"E	20.05'
L5	S85°35'05"E	54.53'
L6	S43°28'24"E	23.71'
L7	S58°34'15"E	5.69'
L8	N2°36'48"E	16.05'
L9	N17°13'45"E	6.00'
L10	N27°42'12"E	124.55'

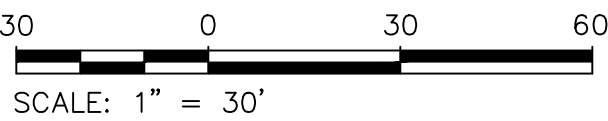
CURVE DATA			
CURVE	RADIUS	DELTA	LENGTH
C1	64.00'	20°07'57"	22.49'
C2	76.00'	22°13'34"	29.48'
C3	154.00'	23°30'50"	63.20'
C4	71.00'	27°27'19"	34.02'
C5	71.00'	44°56'11"	55.68'
C6	132.00'	60°44'50"	139.95'
C7	171.00'	58°45'27"	175.36'
C8	140.00'	38°31'37"	94.14'
C9	196.00'	25°42'48"	87.96'
C10	133.00'	27°38'18"	64.16'
C11	297.00'	18°45'06"	97.20'
C15	99.00'	20°59'02"	36.26'
C16	347.00'	10°00'20"	60.60'
C17	143.00'	59°56'20"	149.60'



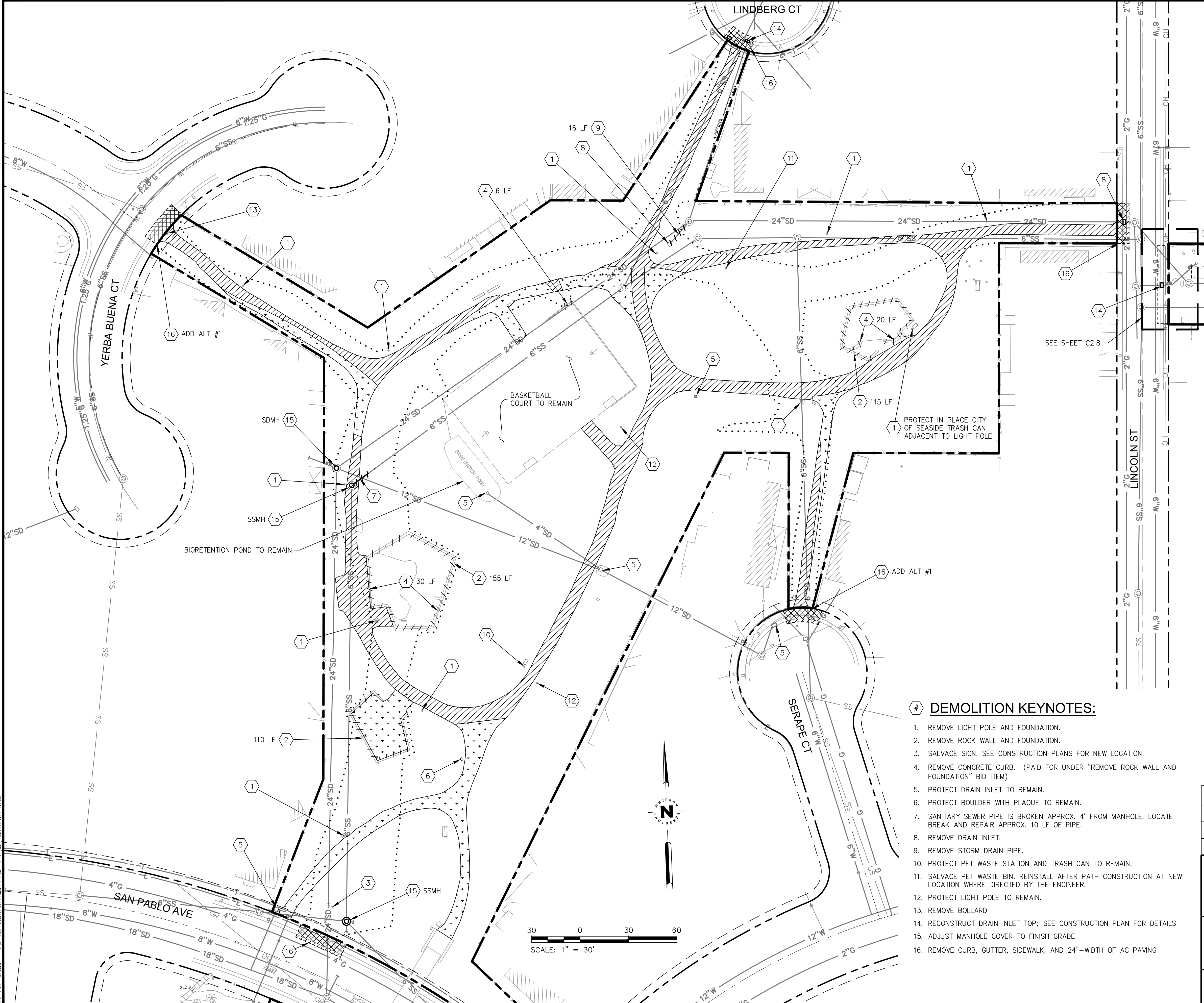
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Monterey, California
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DATE		REVISIONS	
		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: SURVEY CONTROL PLAN	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C1.1
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		DWG FILE NO. 2071.32	
SCALE: 1" = 30'			

Jan 10, 2024 - 10:50am - I:\Monterey Projects\2071.32, Lopez and Havana Parks\DWG\PHASE1\2071.32_C1.1.dwg



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



DEMOLITION PLAN LEGEND

- [Cross-hatch pattern] REMOVE CONCRETE CURB, GUTTER AND SIDEWALK
- [Diagonal hatch pattern] REMOVE ASPHALT CONCRETE (AGGREGATE BASE BELOW TO REMAIN)
- [Dotted pattern] REMOVE ASPHALT CONCRETE AND AGGREGATE BASE
- SC --- SAWCUT LINE
- X REMOVE TREE
- GRADING LIMIT
- PROTECT TREE TO REMAIN
- - - - - REMOVE WALL
- SSMH ○ ADJUST MANHOLE COVER TO FINISH GRADE
- SDMH ○

DEMOLITION PLAN NOTES

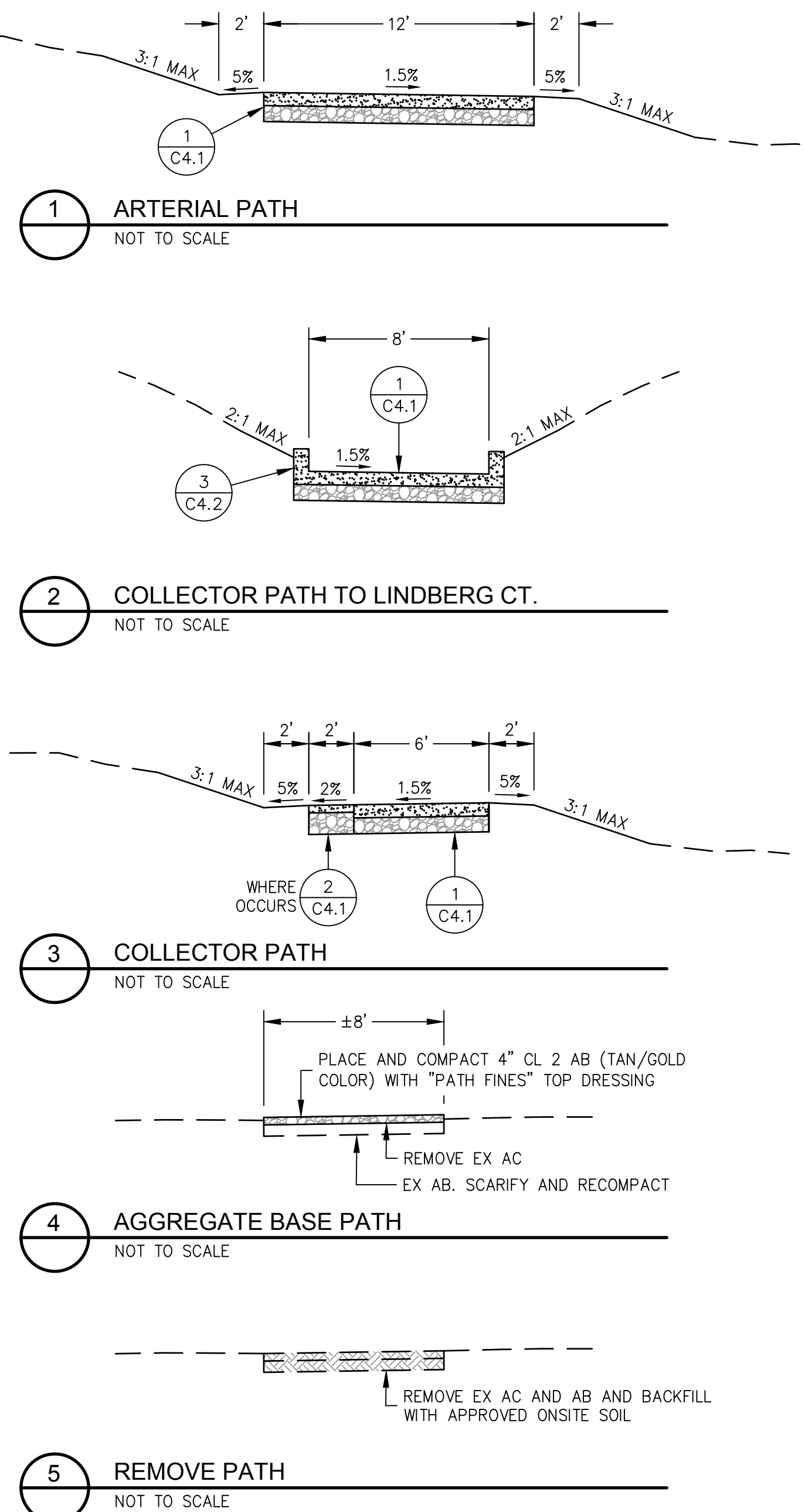
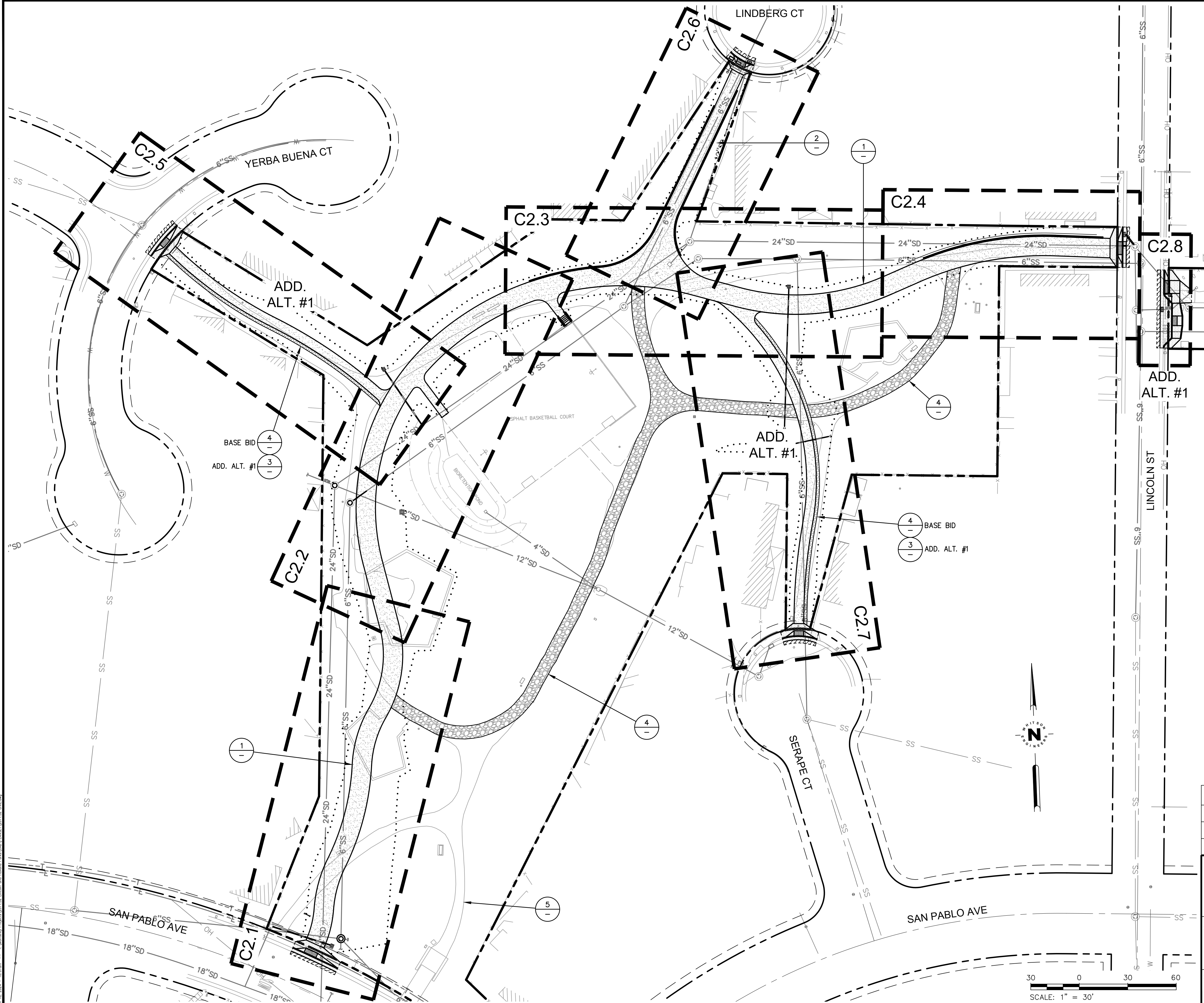
- SAWCUTTING**
1. MARK THE PLANNED SAWCUT LOCATIONS IN THE FIELD FOR REVIEW BY THE ENGINEER. THE ENGINEER MAY REVISE THE SAWCUT LIMITS BASED ON ACTUAL FIELD CONDITIONS, SUCH AS TO COINCIDE WITH EXISTING SIDEWALK JOINTS OR BASED ON EXISTING TRENCH PATCHES OR CRACKS IN AC PAVEMENT.
 2. SAWCUT THE FULL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

- # DEMOLITION KEYNOTES:
1. REMOVE LIGHT POLE AND FOUNDATION.
 2. REMOVE ROCK WALL AND FOUNDATION.
 3. SALVAGE SIGN. SEE CONSTRUCTION PLANS FOR NEW LOCATION.
 4. REMOVE CONCRETE CURB. (PAID FOR UNDER "REMOVE ROCK WALL AND FOUNDATION" BID ITEM)
 5. PROTECT DRAIN INLET TO REMAIN.
 6. PROTECT BOULDER WITH PLAQUE TO REMAIN.
 7. SANITARY SEWER PIPE IS BROKEN APPROX. 4' FROM MANHOLE. LOCATE BREAK AND REPAIR APPROX. 10 LF OF PIPE.
 8. REMOVE DRAIN INLET.
 9. REMOVE STORM DRAIN PIPE.
 10. PROTECT PET WASTE STATION AND TRASH CAN TO REMAIN.
 11. SALVAGE PET WASTE BIN. REINSTALL AFTER PATH CONSTRUCTION AT NEW LOCATION WHERE DIRECTED BY THE ENGINEER.
 12. PROTECT LIGHT POLE TO REMAIN.
 13. REMOVE BOLLARD
 14. RECONSTRUCT DRAIN INLET TOP; SEE CONSTRUCTION PLAN FOR DETAILS
 15. ADJUST MANHOLE COVER TO FINISH GRADE
 16. REMOVE CURB, GUTTER, SIDEWALK, AND 24"-WIDTH OF AC PAVING



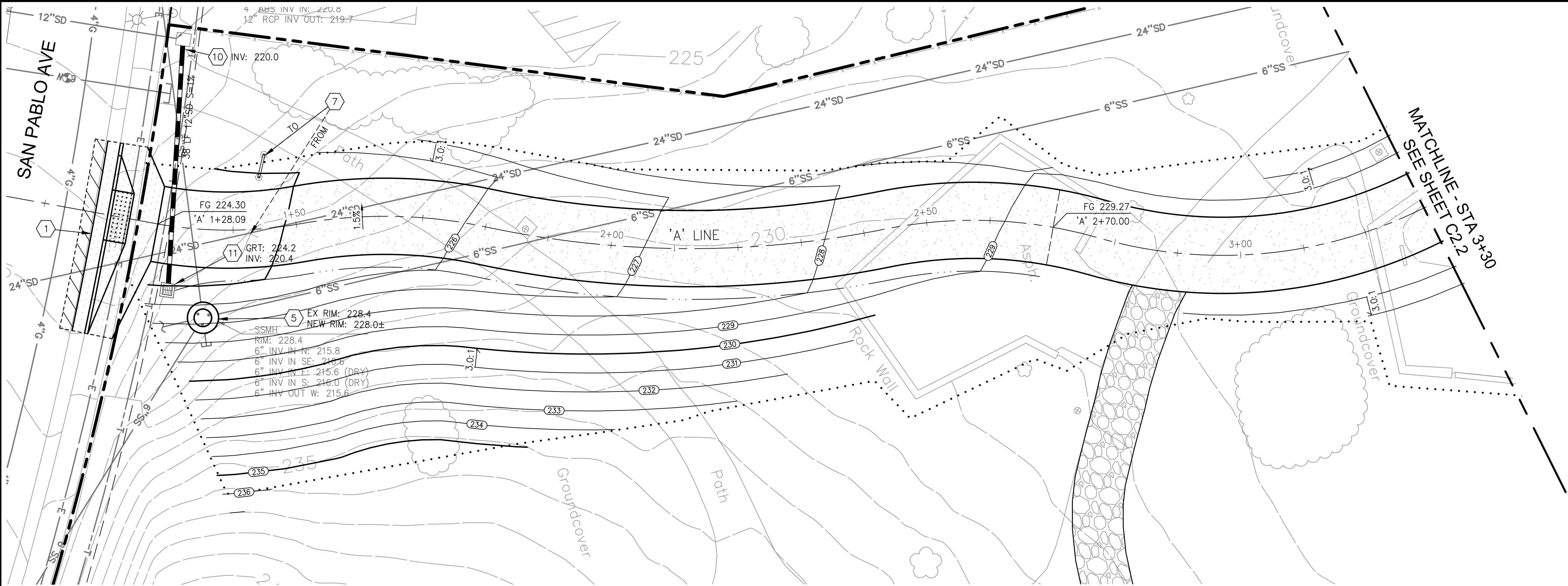
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DATE		REVISIONS	
CITY OF SEASIDE		CITY OF SEASIDE	
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	
440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
SHEET TITLE:		PROJECT NO.	
DEMOLITION PLAN		2071.32	
PROJECT TITLE:		SHEET NO.	
LINCOLN CUNNINGHAM PARK		C1.2	
PHASE 1 - ARTERIAL TRAIL PROJECT		DWG FILE NO.	
2071.32		2071.32	



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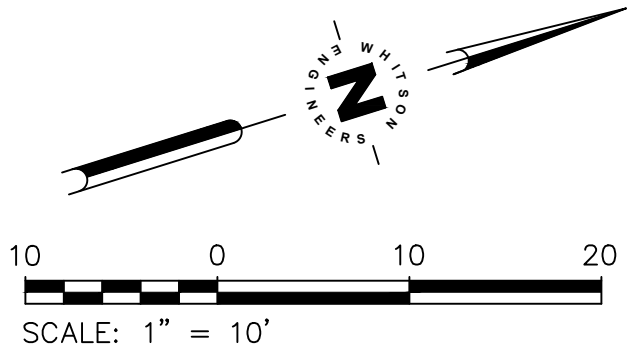
DATE		REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 30'		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: OVERALL CONSTRUCTION PLAN	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.0
			DWG FILE NO. 2071.32



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

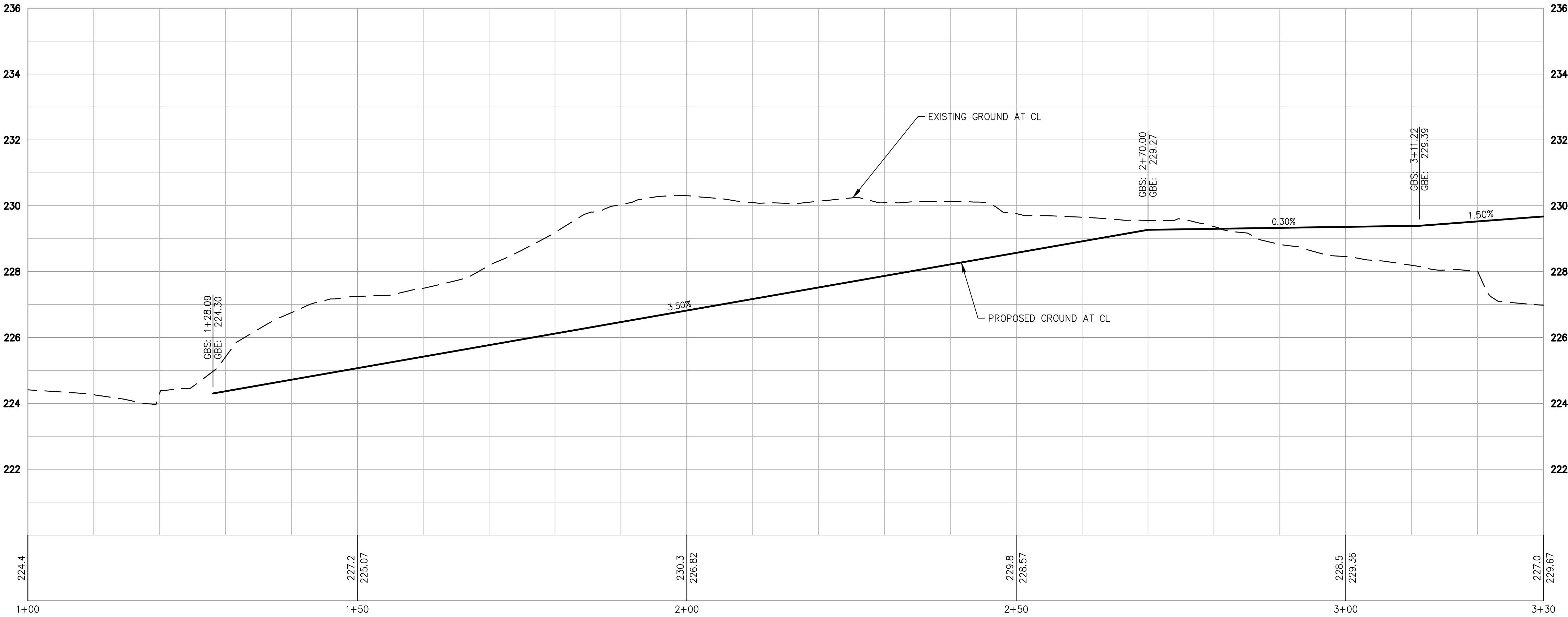
CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



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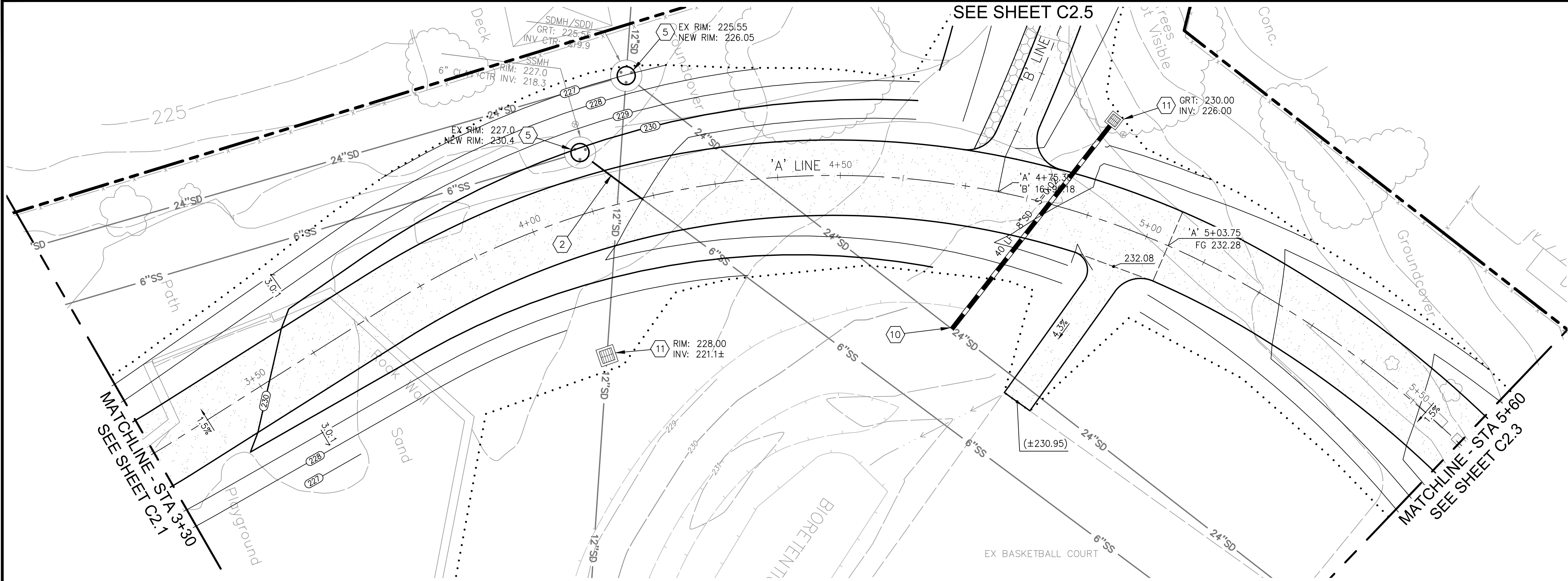
Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



DATE		REVISIONS	
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.1 DWG FILE NO. 2071.32

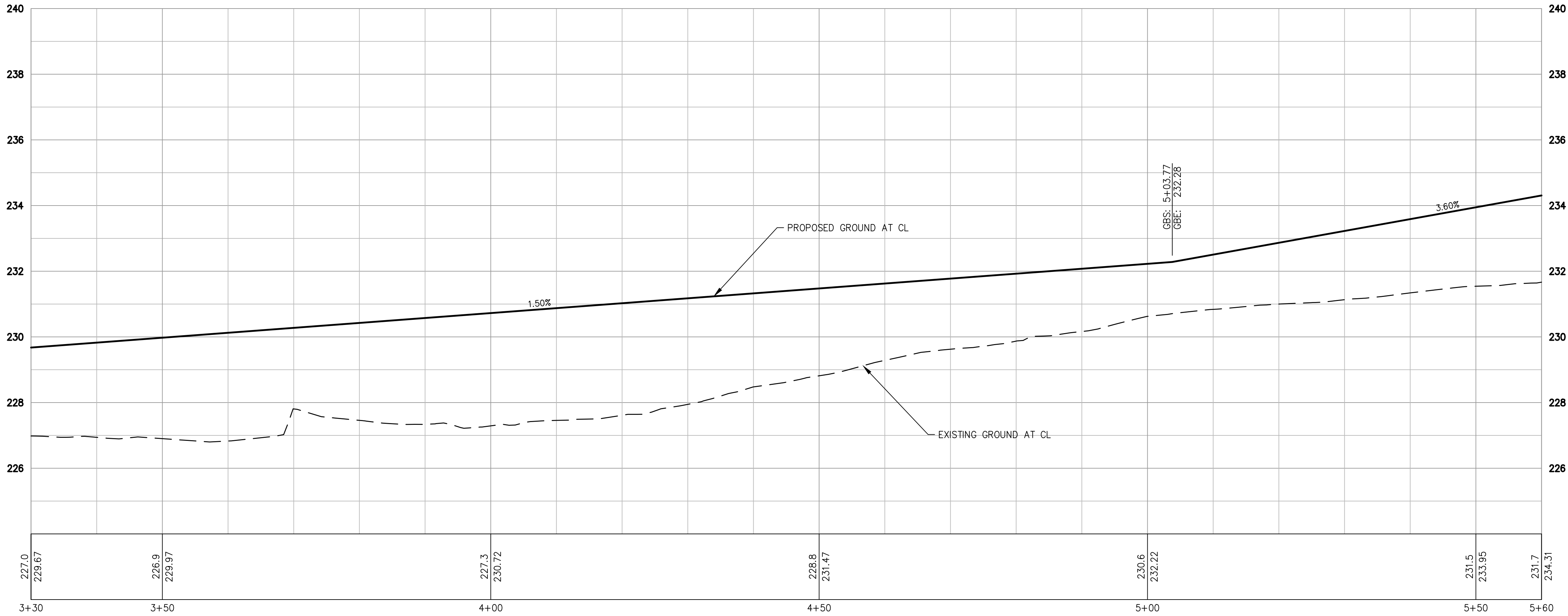
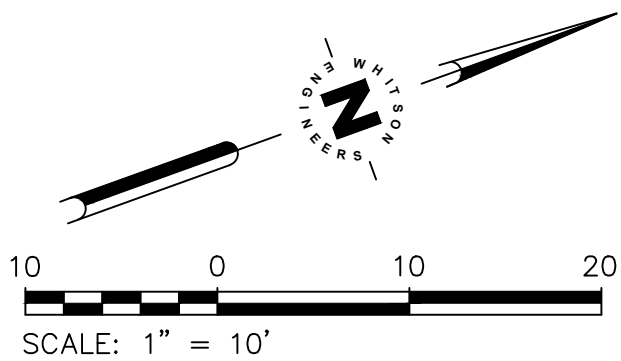
Jan 10, 2024 - 10:00am - I:\Monterey Projects\2071.32_Traffic and Storm Water\DWG\PLANSET\2071.32_C04.dwg

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

- CONSTRUCTION KEYNOTES:**
- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
 - REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
 - 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
 - TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
 - ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
 - RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
 - RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
 - REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
 - CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
 - BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
 - 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
 - RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
 - UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
 - CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
 - GRADE FLOW LINE



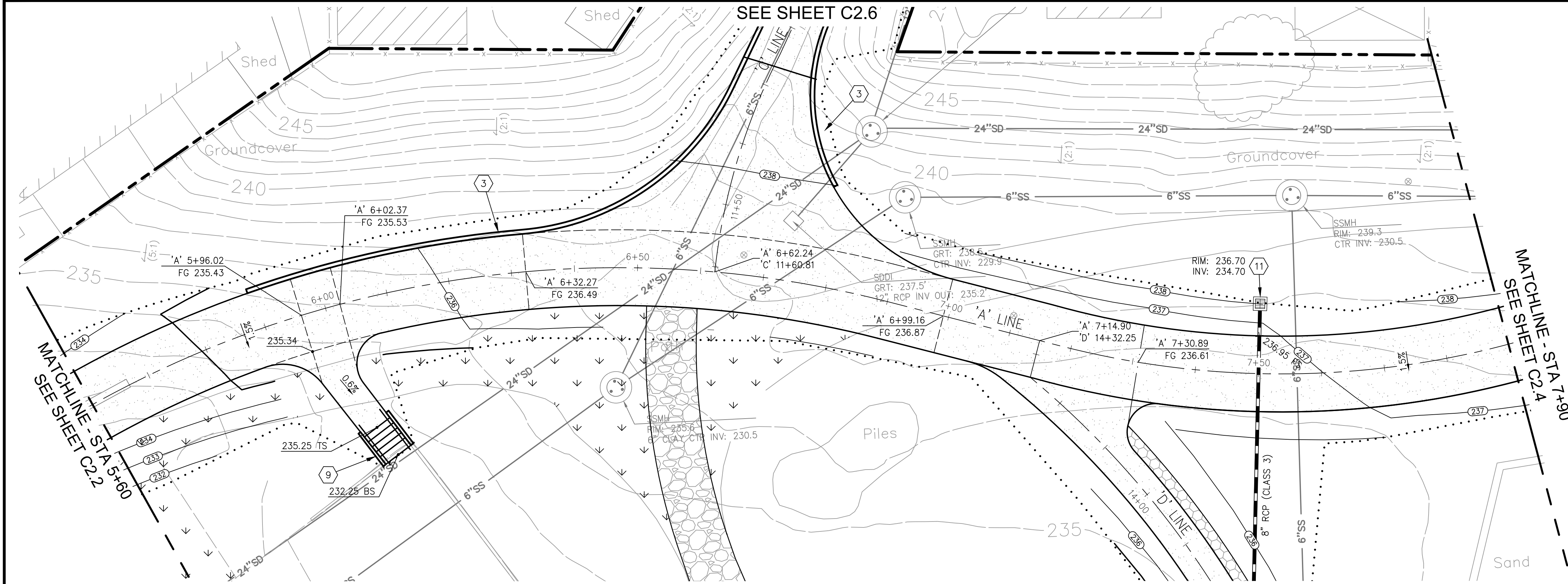
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Monterey, California
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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825	
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO.
		C2.2
SCALE: 1" = 10'		DWG FILE NO. 2071.32

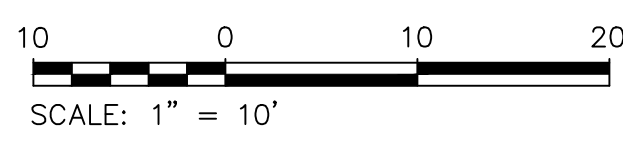
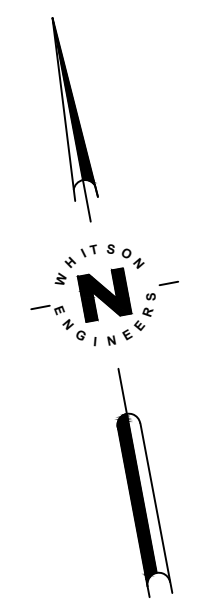
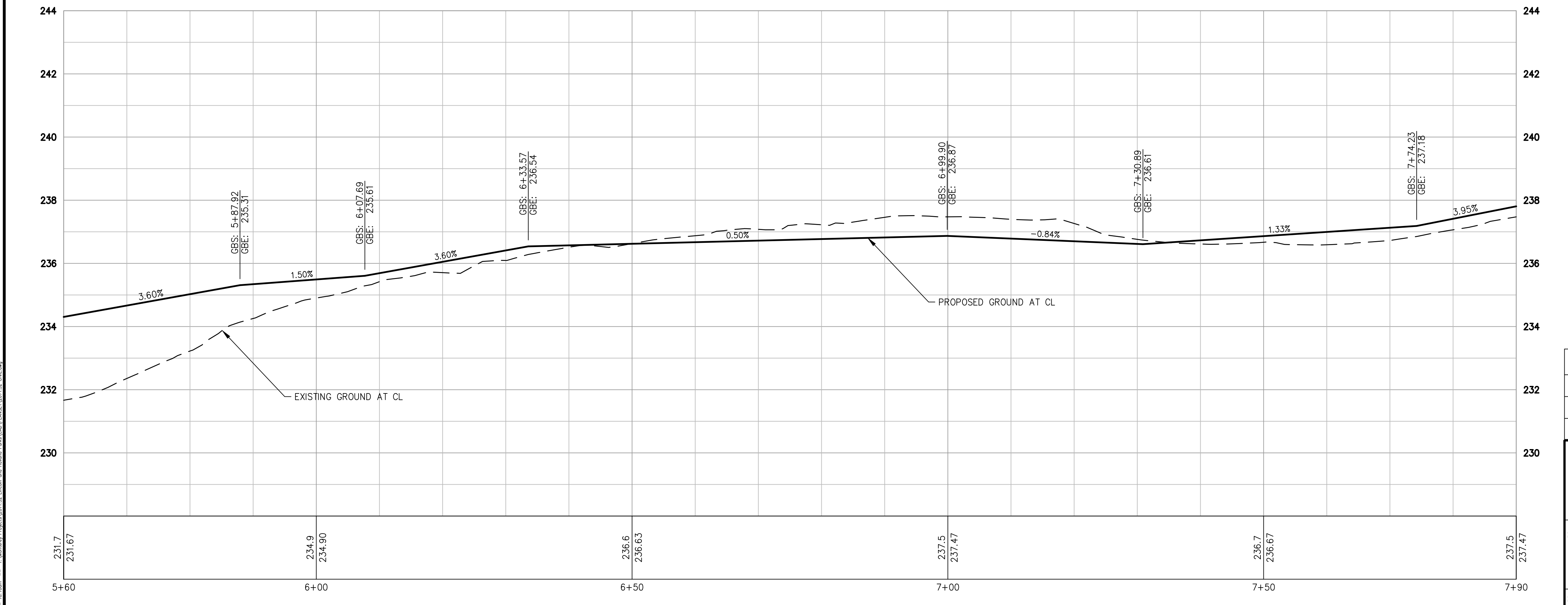
Jan 10, 2024 - 10:09am - I:\Monterey Projects\2071.32, Seaside and Imperial Parks\CA\DWG\ENGINEERING\2071.32_C04.dwg

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

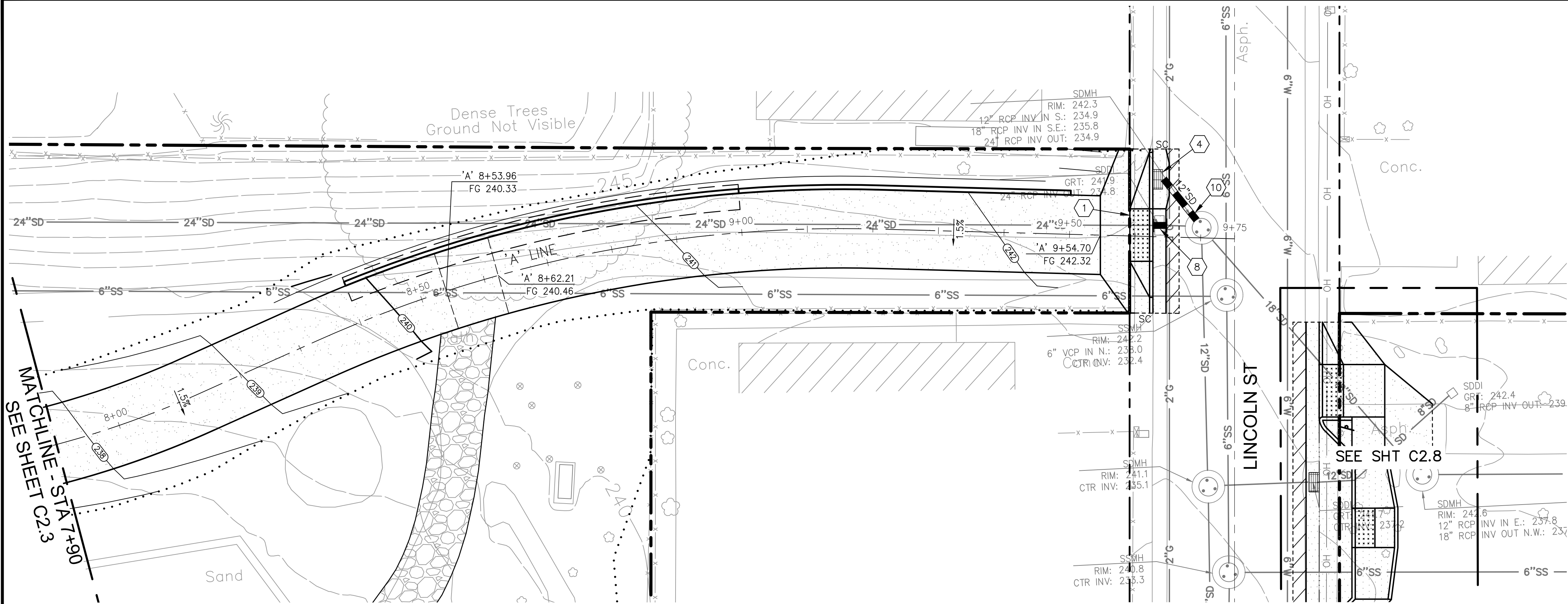
- CONSTRUCTION KEYNOTES:**
- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
 - REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
 - 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
 - TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
 - ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
 - RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
 - RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
 - REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
 - CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
 - BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
 - 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
 - RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
 - UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
 - CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
 - GRADE FLOW LINE



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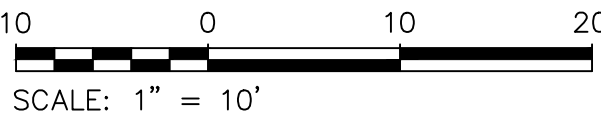
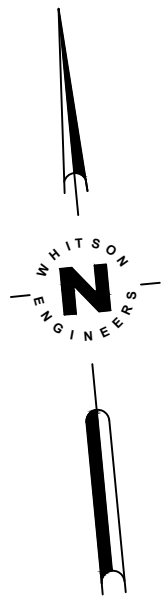
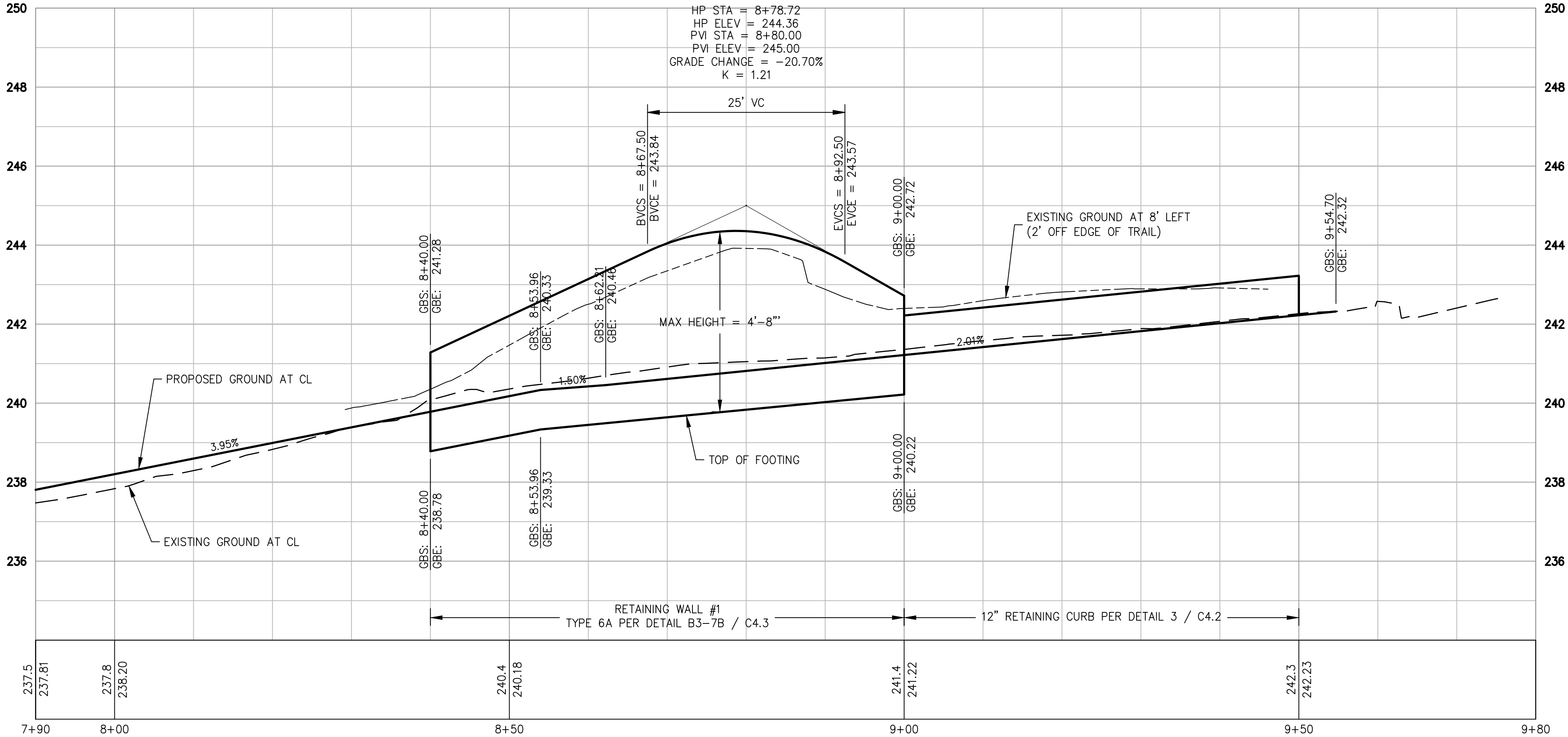
Civil Engineering
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DATE		REVISIONS	
		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.3
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		DWG FILE NO. 2071.32	
SCALE: 1" = 10'			



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

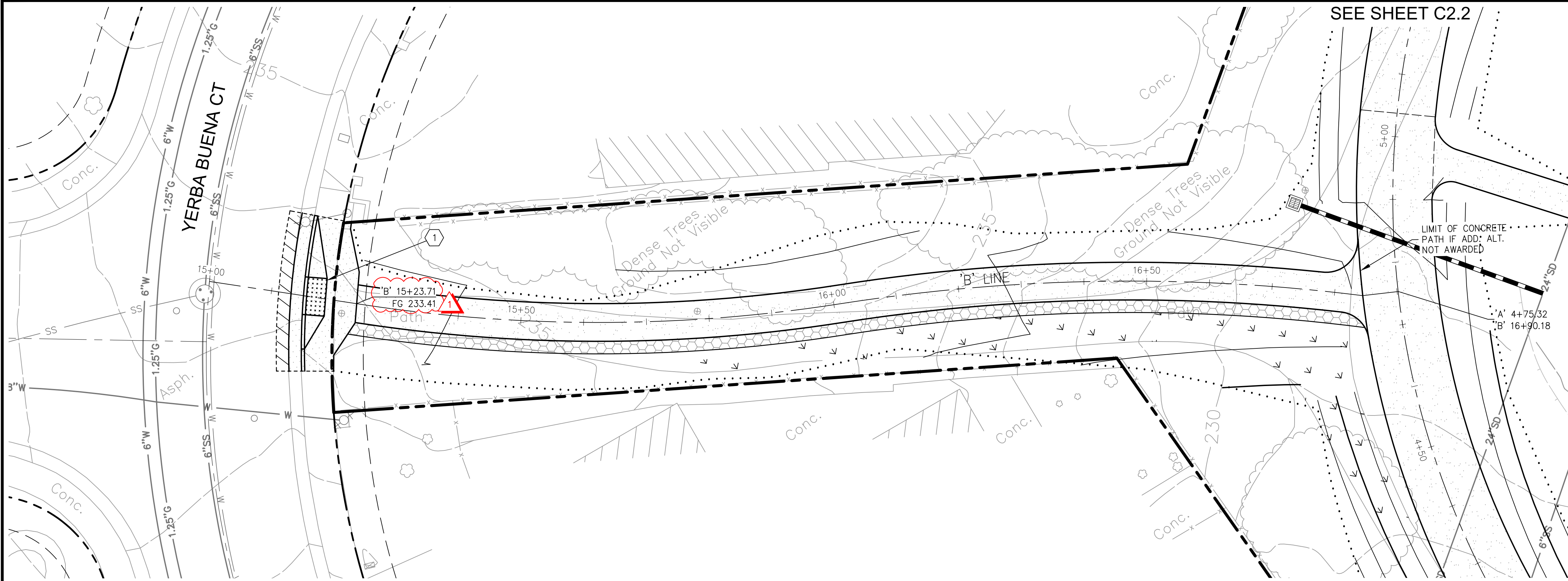
- CONSTRUCTION KEYNOTES:**
- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
 - REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
 - 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
 - TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
 - ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
 - RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
 - RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
 - REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP: CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
 - CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
 - BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
 - 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
 - RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
 - UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
 - CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
 - GRADE FLOW LINE



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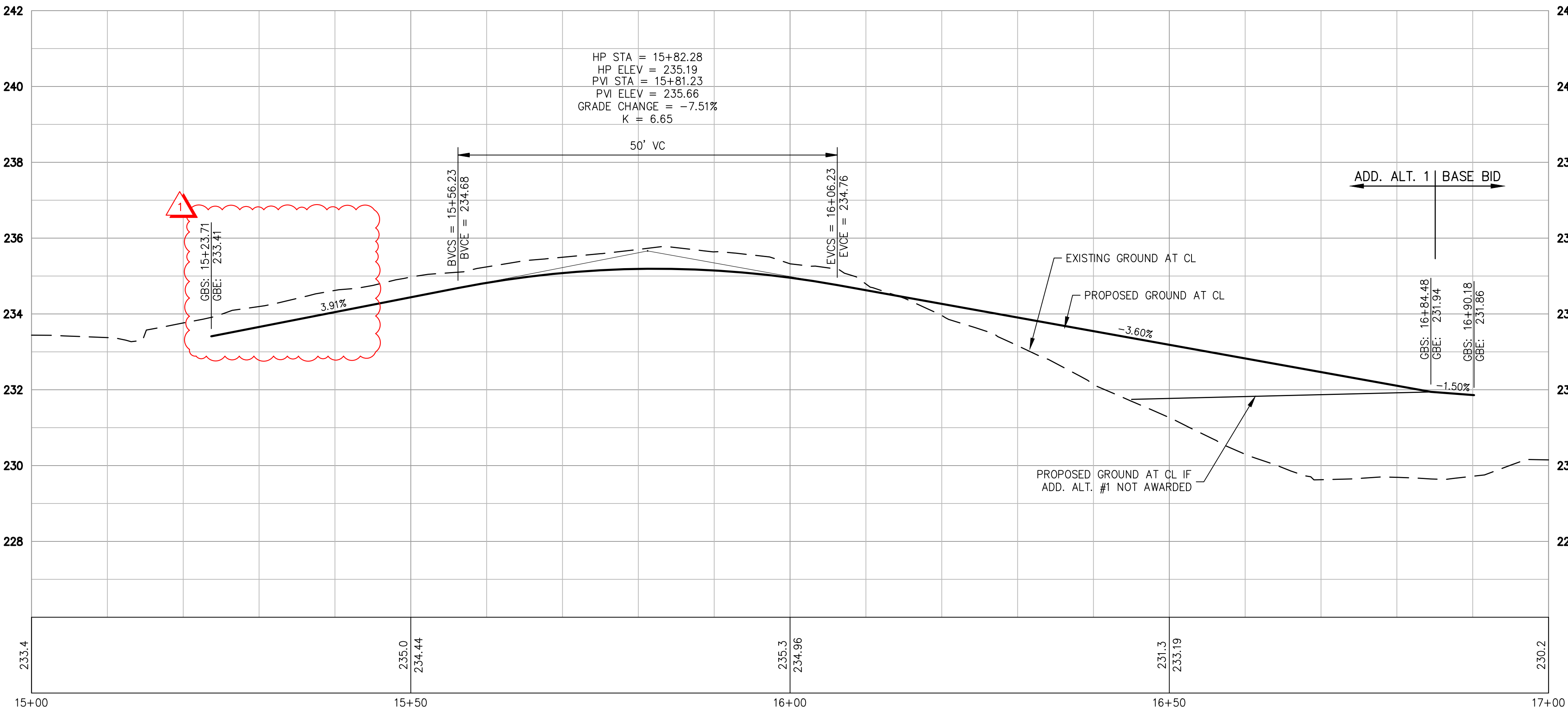
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DATE	REVISIONS		
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE:	PROJECT NO.	
	CONSTRUCTION PLAN & PROFILE	2071.32	
	PROJECT TITLE:	SHEET NO.	
LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		C2.4	
SCALE: 1" = 10'		DWG FILE NO. 2071.32	



ADDITIVE ALTERNATE #1

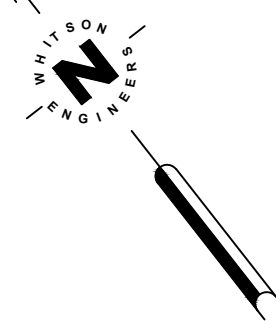
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE

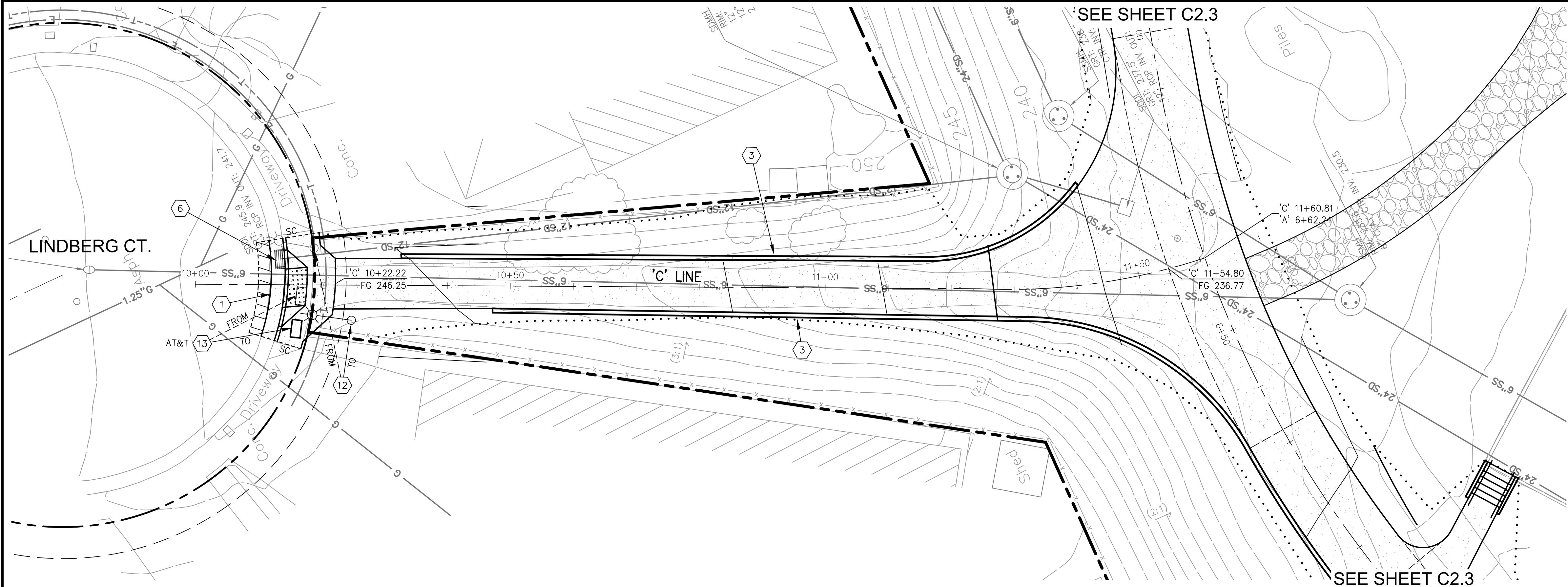


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SCALE: 1" = 10'



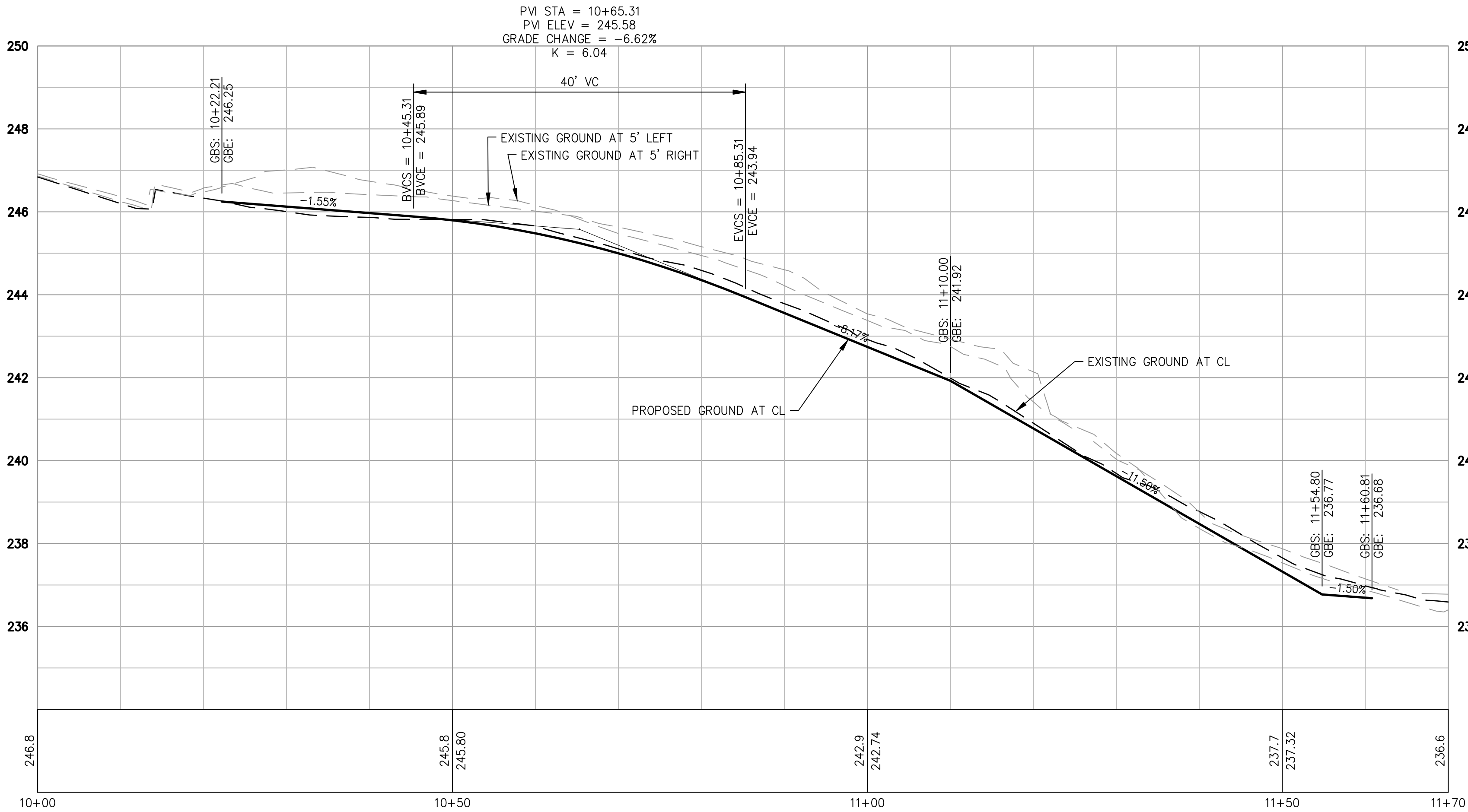
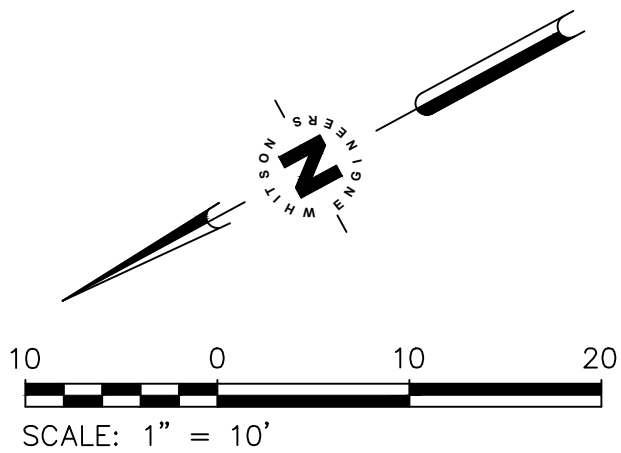
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6 Harris Court
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831.649.5225
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7/8/2024		BID ADDENDUM 4	
DATE		REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		PROJECT NO. 2071.32
	SHEET TITLE: CONSTRUCTION PLAN & PROFILE		SHEET NO.
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		C2.5
	SCALE: 1" = 10'		DWG FILE NO. 2071.32



- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

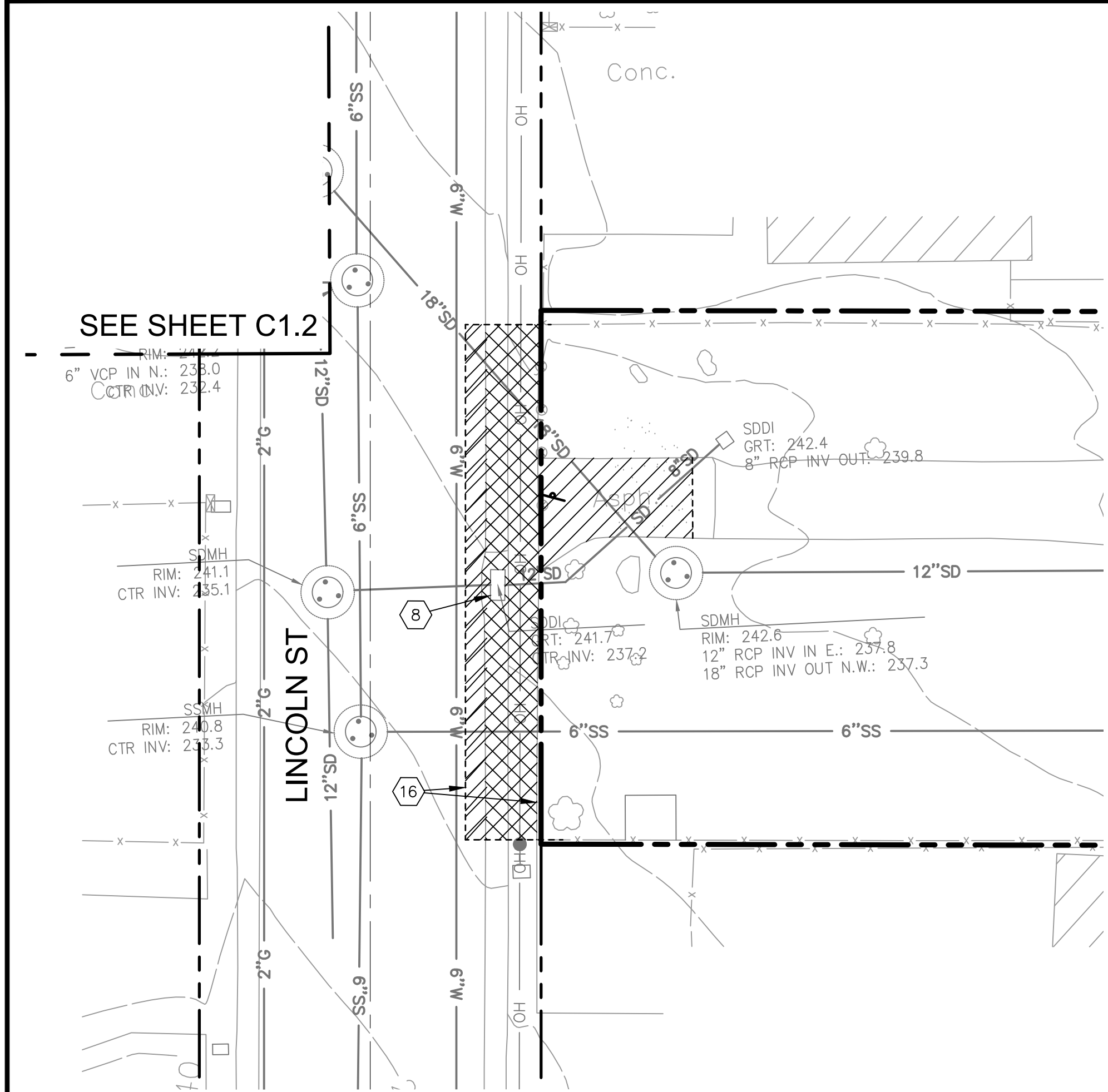
- CONSTRUCTION KEYNOTES:**
- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
 - REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
 - 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
 - TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
 - ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
 - RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
 - RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
 - REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
 - CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
 - BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
 - 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
 - RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
 - UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
 - CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
 - GRADE FLOW LINE



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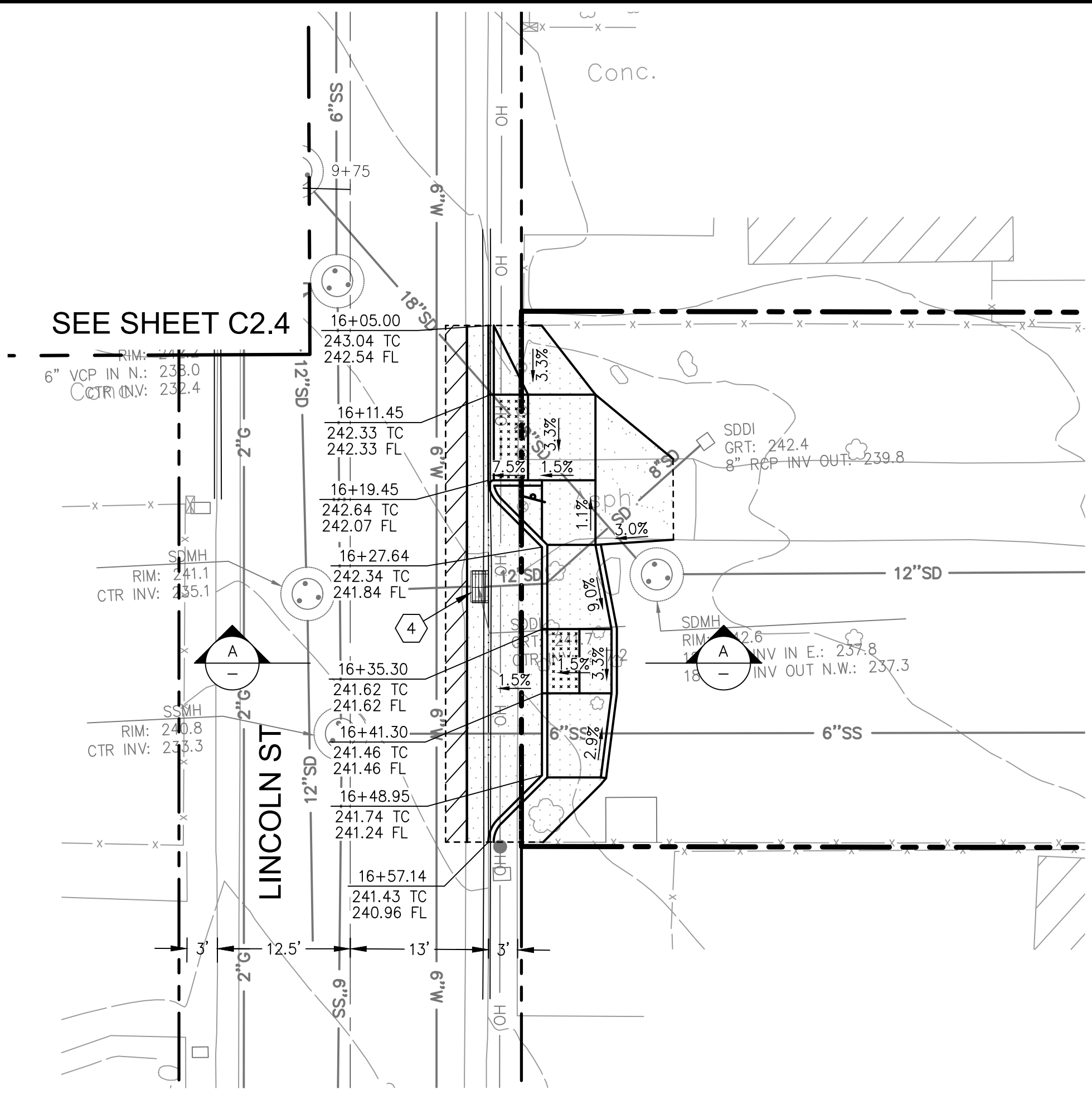
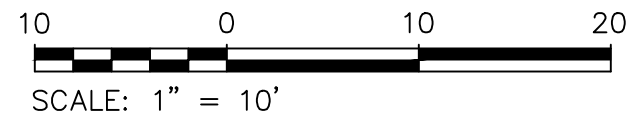
Civil Engineering
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DATE		REVISIONS	
		CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
		SHEET TITLE: CONSTRUCTION PLAN & PROFILE	PROJECT NO. 2071.32
		PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO. C2.6
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER		DWG FILE NO. 2071.32	
SCALE: 1" = 10'			



DEMOLITION PLAN

SEE SHEET C1.2 FOR LEGEND AND KEYNOTES.

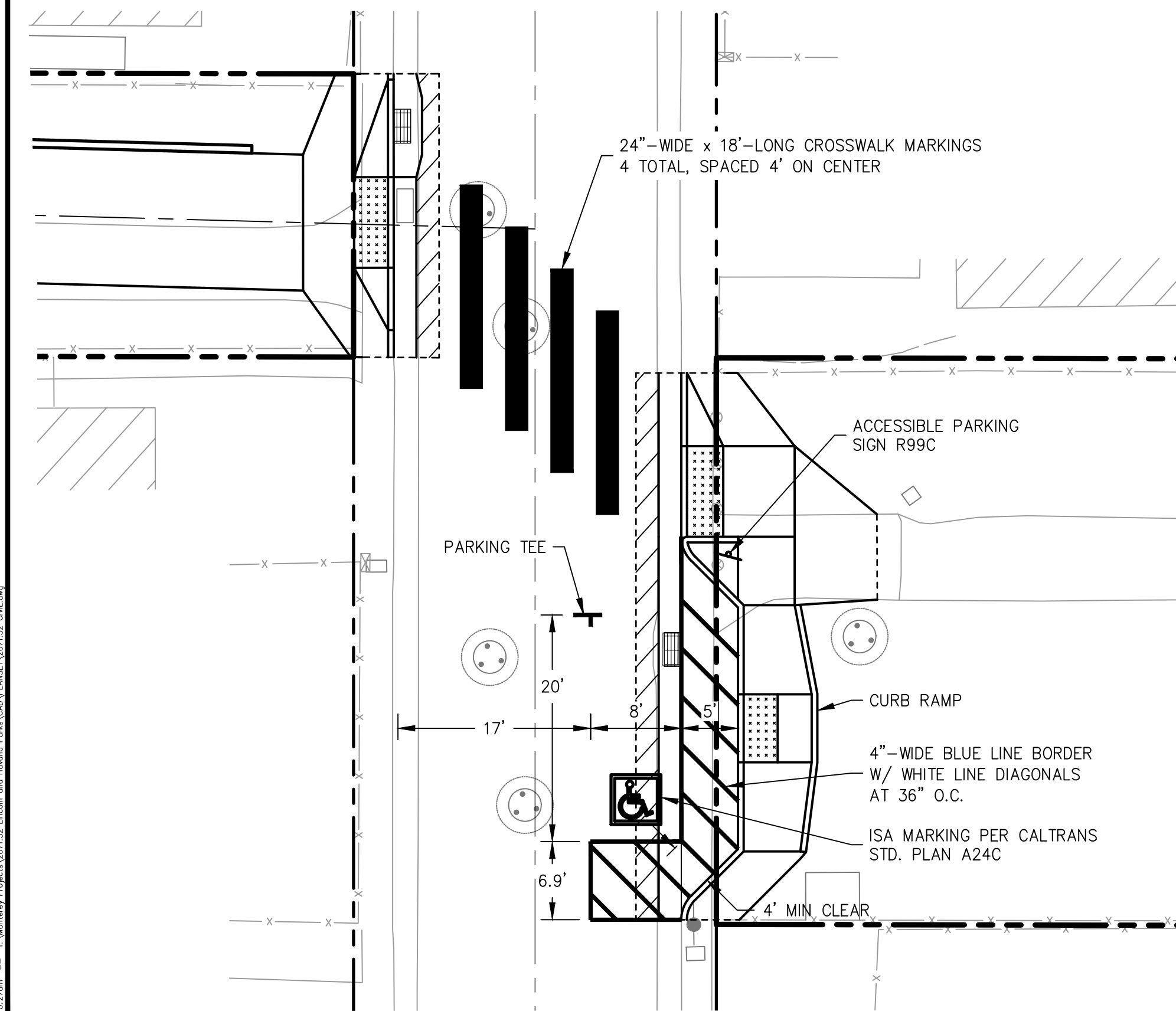


CONSTRUCTION PLAN

- LEGEND**
- 3"-THICK x 24'-WIDE (MIN) HMA CONFORM PAVING
 - VEHICULAR CONCRETE PAVEMENT PER DETAIL 1, SHEET C4.1.
 - STABILIZED D.G. PAVING PER DETAIL 2 ON SHEET C4.1.
 - HEAVY-DUTY CONCRETE CURB, GUTTER, SIDEWALK AND CURB RAMP: PER DETAILS ON SHEET C4.3 EXCEPT INCREASE THE CONCRETE THICKNESS TO 8" AND PROVIDE REINFORCEMENT PER DETAIL 1, SHEET C4.1
 - CLASS 2 AGGREGATE BASE (TAN/GOLD PATH SURFACING)
 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)
 - NEW LANDSCAPE AREA (BACKFILL WITH APPROVED ON-SITE SOILS)
 - STORM DRAIN PIPE
 - SAWCUT LINE
 - REMOVE TREE
 - GRADING LIMIT

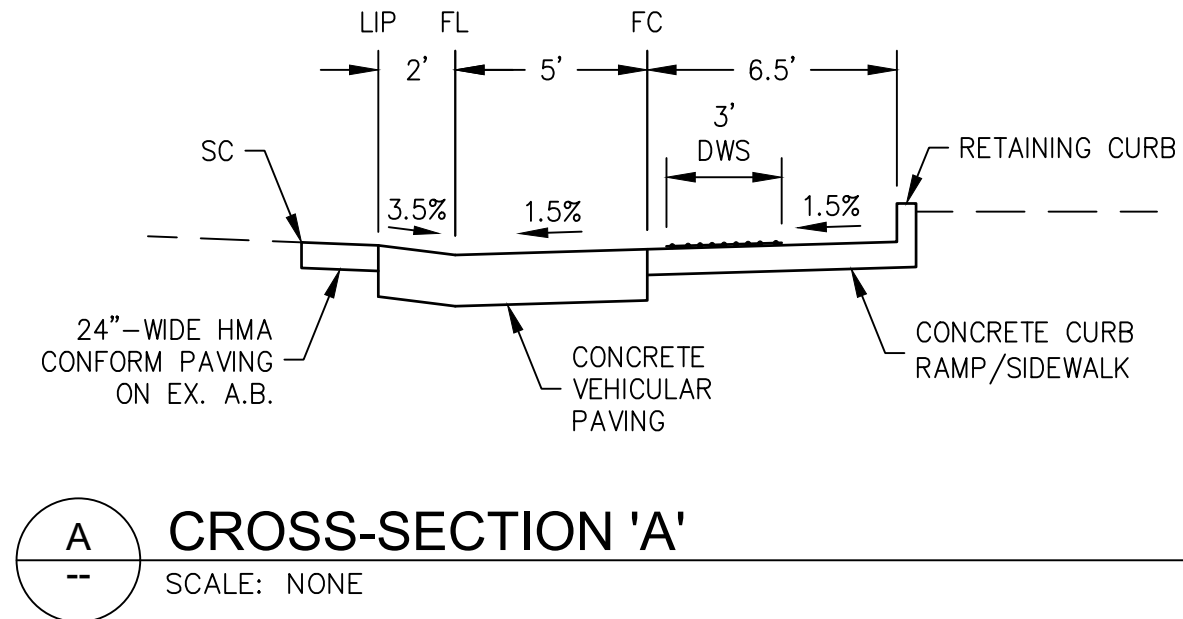
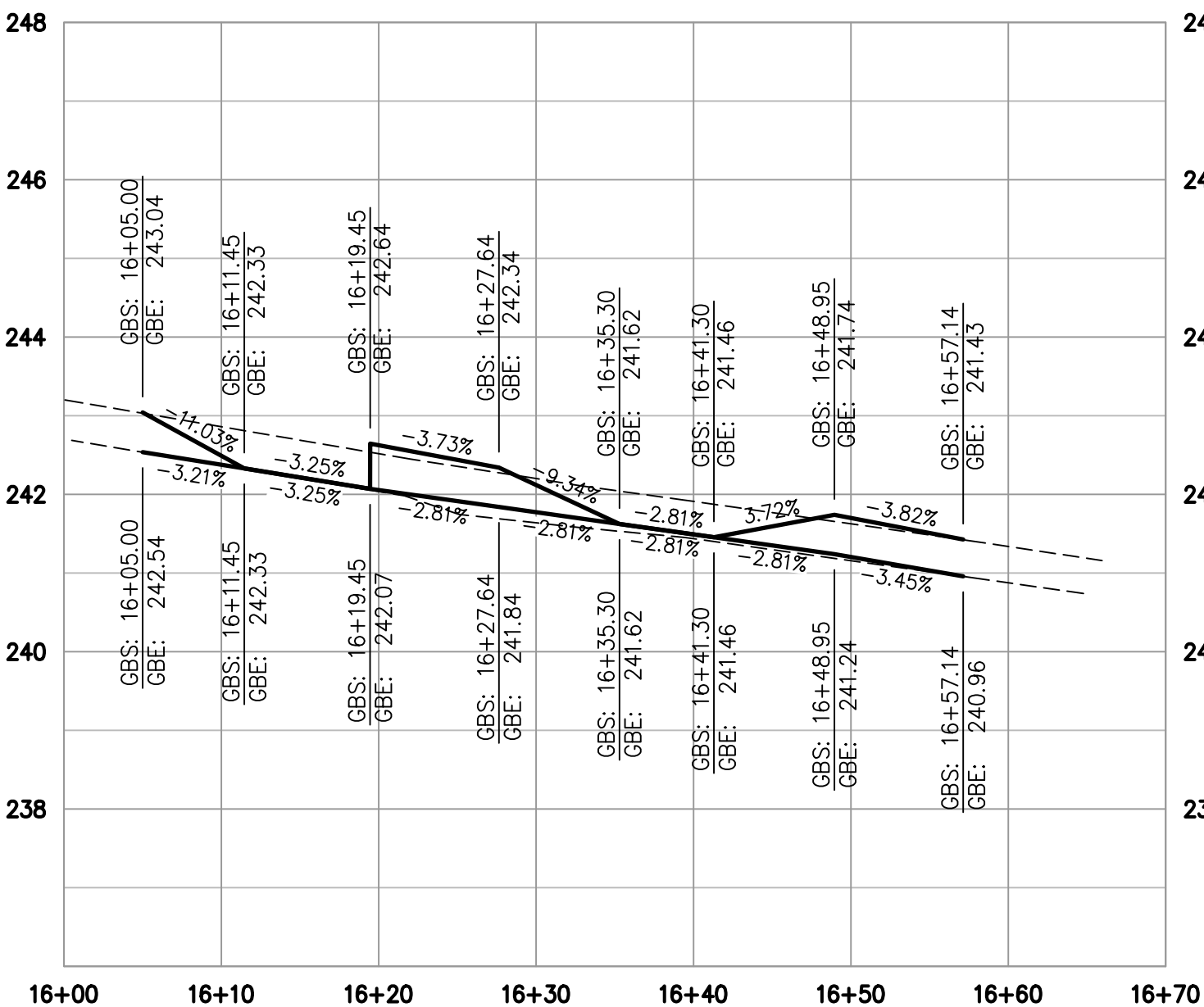
CONSTRUCTION KEYNOTES:

- CURB RAMP CASE B PER CALTRANS STANDARD PLAN A88A ON SHEET C4.3; SEE SHEET C3.1 FOR CURB RAMP GRADING.
- REPLACE BROKEN SEWER PIPE PER DETAIL 5 ON SHEET C4.1
- 12" CONCRETE CURB PER DETAIL 3 ON SHEET C4.2
- TYPE 'D' DRAIN INLET PER DETAIL S-450 ON SHEET C4.3.
- ADJUST MANHOLE COVER TO GRADE PER DETAIL 7 ON SHEET C4.1
- RECONSTRUCT DRAIN INLET TOP TO CALTRANS TYPE G3 WITH TYPE 18-9X GRATE PER DETAIL 8 ON SHEET C4.1.
- RELOCATE LINCOLN-CUNNINGHAM PARK SIGN AND REMOVE EXISTING FOUNDATIONS.
- REMOVE DRAIN INLET AND INSTALL 2 LF OF 24" RCP. CONNECT WITH CONCRETE COLLARS PER DETAIL 3 ON SHEET C4.1.
- CONCRETE STAIRS, CHEEK WALLS, AND HAND RAILS PER DETAIL 4 ON SHEET C4.2
- BREAK-IN CONNECTION TO EXISTING STRUCTURE PER DETAIL 6 ON SHEET C4.1.
- 18"x18" PRECAST CONCRETE FLAT GRATE DRAIN INLET PER DETAIL 5 ON SHEET C4.2.
- RELOCATE STREET LIGHT PER CITY OF MONTEREY DETAIL 510 ON SHEET C4.2
- UTILITY BOX TO BE RELOCATED BY OTHERS (N.I.C.). CONTRACTOR SHALL COORDINATE RELOCATION SCHEDULE WITH UTILITY OWNER.
- CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B.
- GRADE FLOW LINE



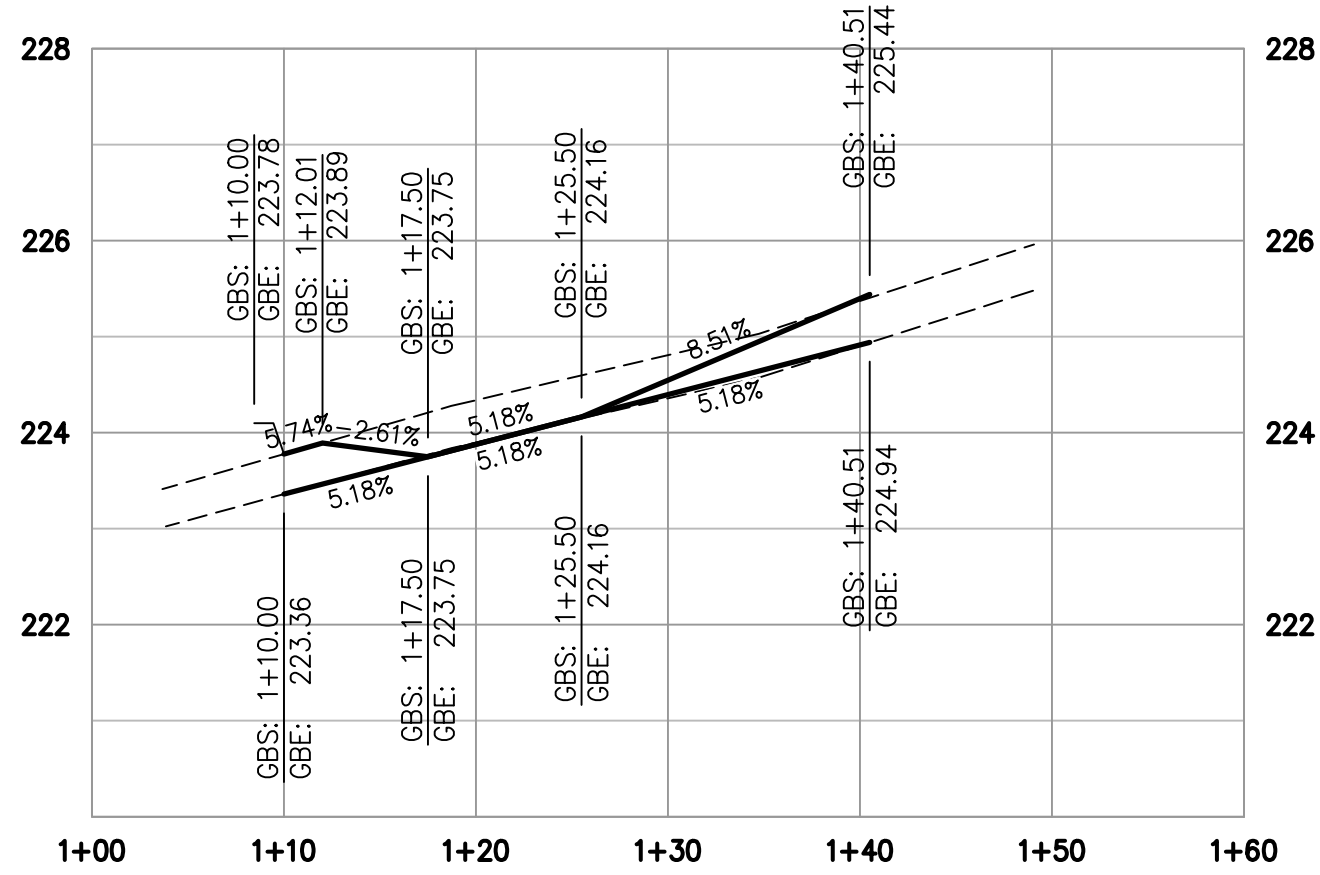
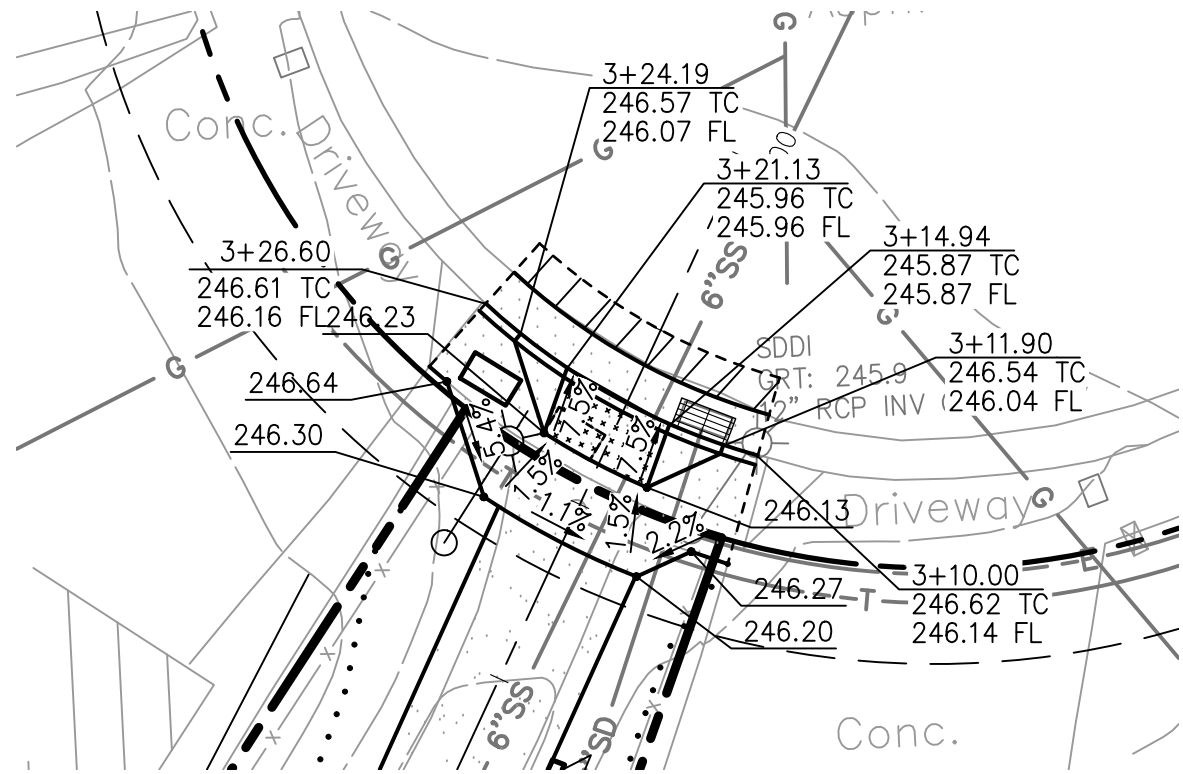
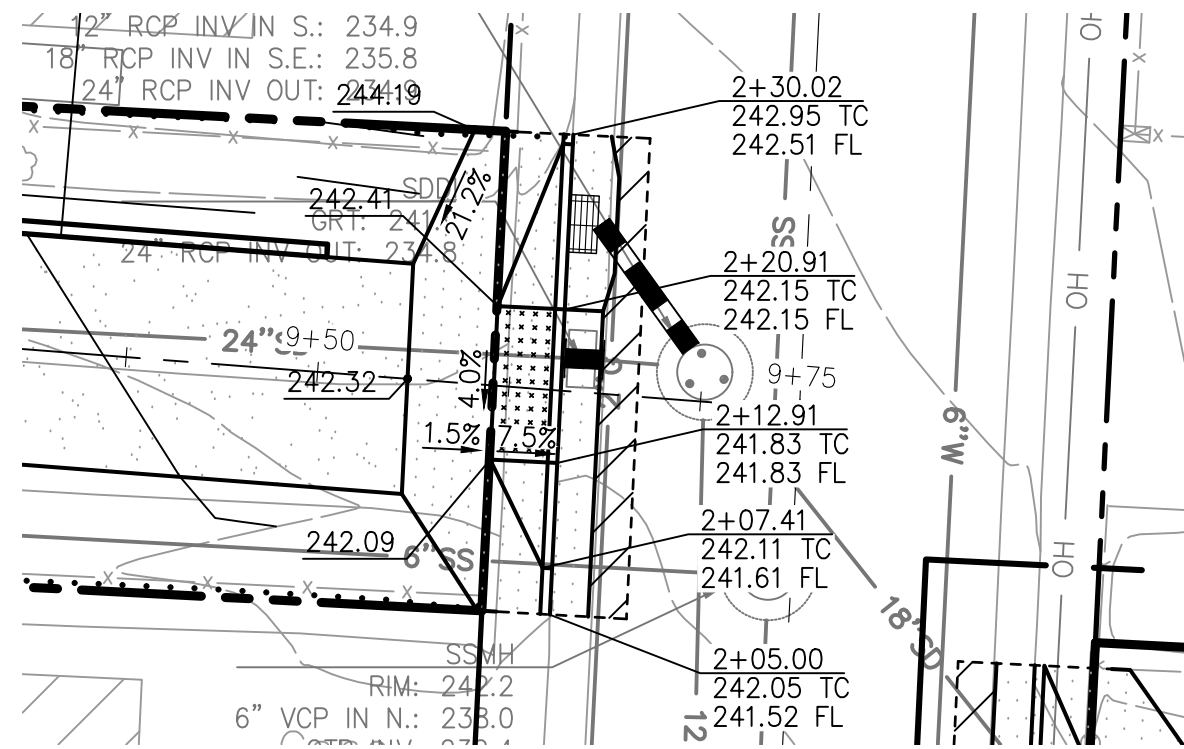
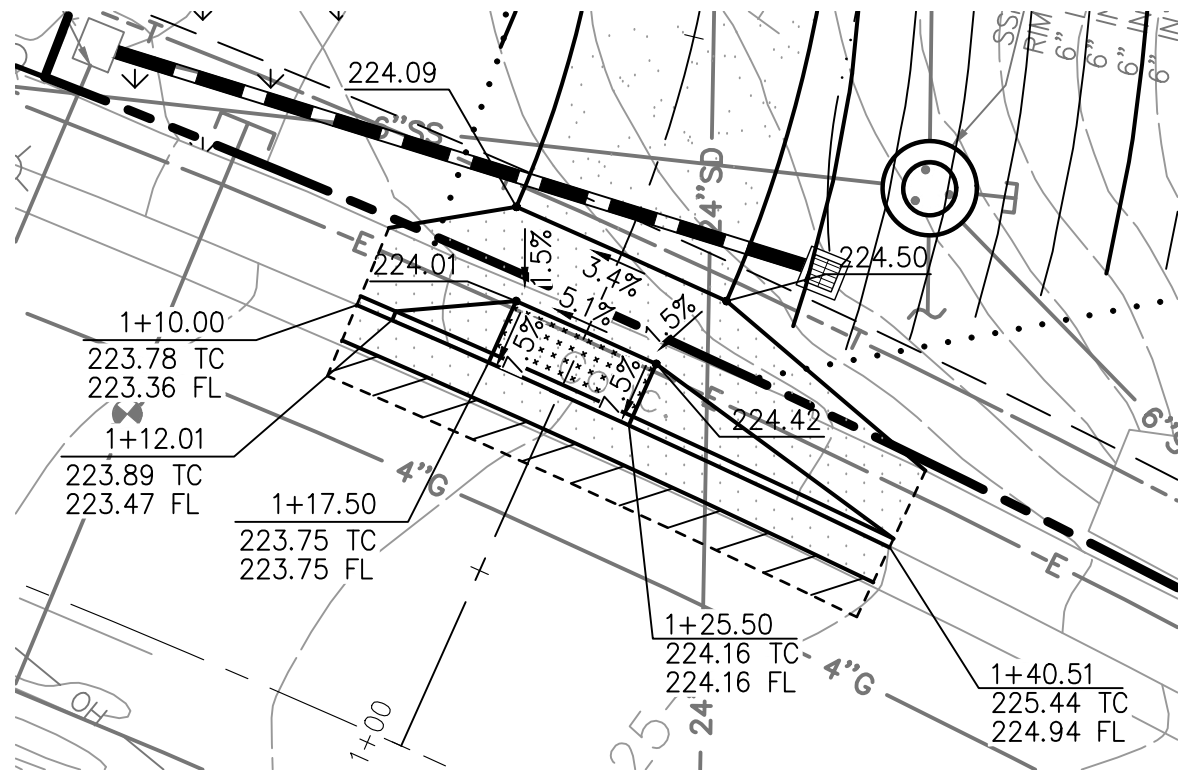
SIGNING AND STRIPING PLAN

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

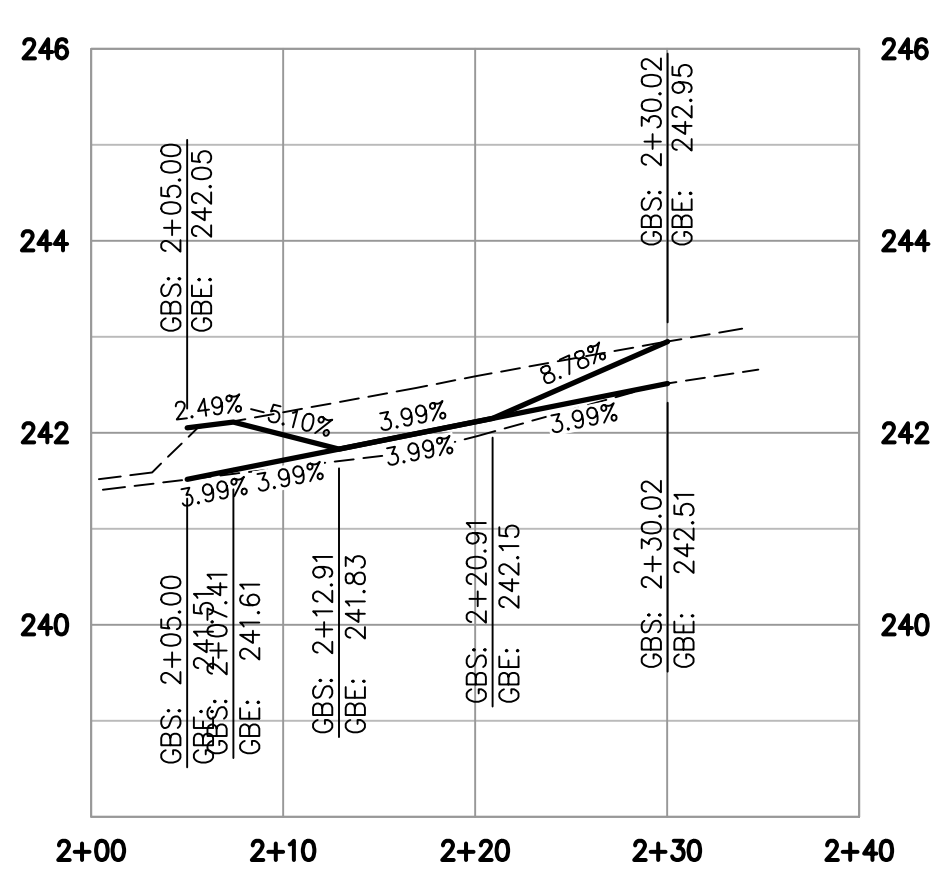


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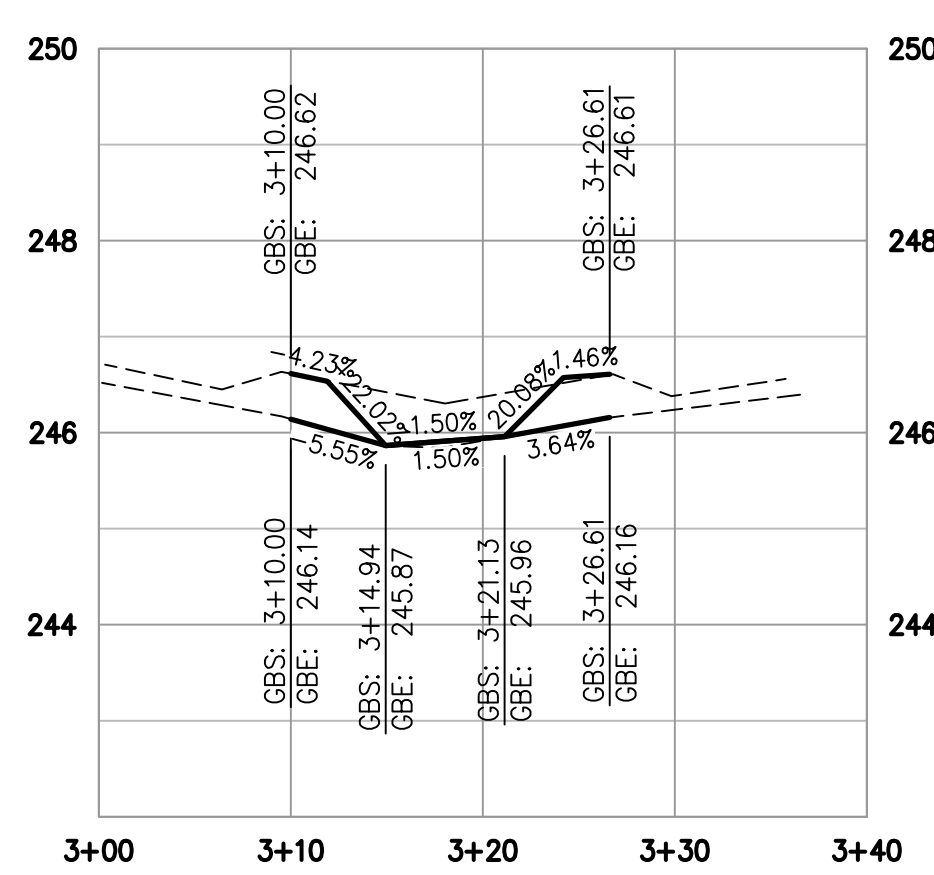
DATE	REVISIONS		
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825		
	SHEET TITLE: ON-STREET ACCESSIBLE PARKING		PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		SHEET NO. C2.8
			DWG FILE NO. 2071.32



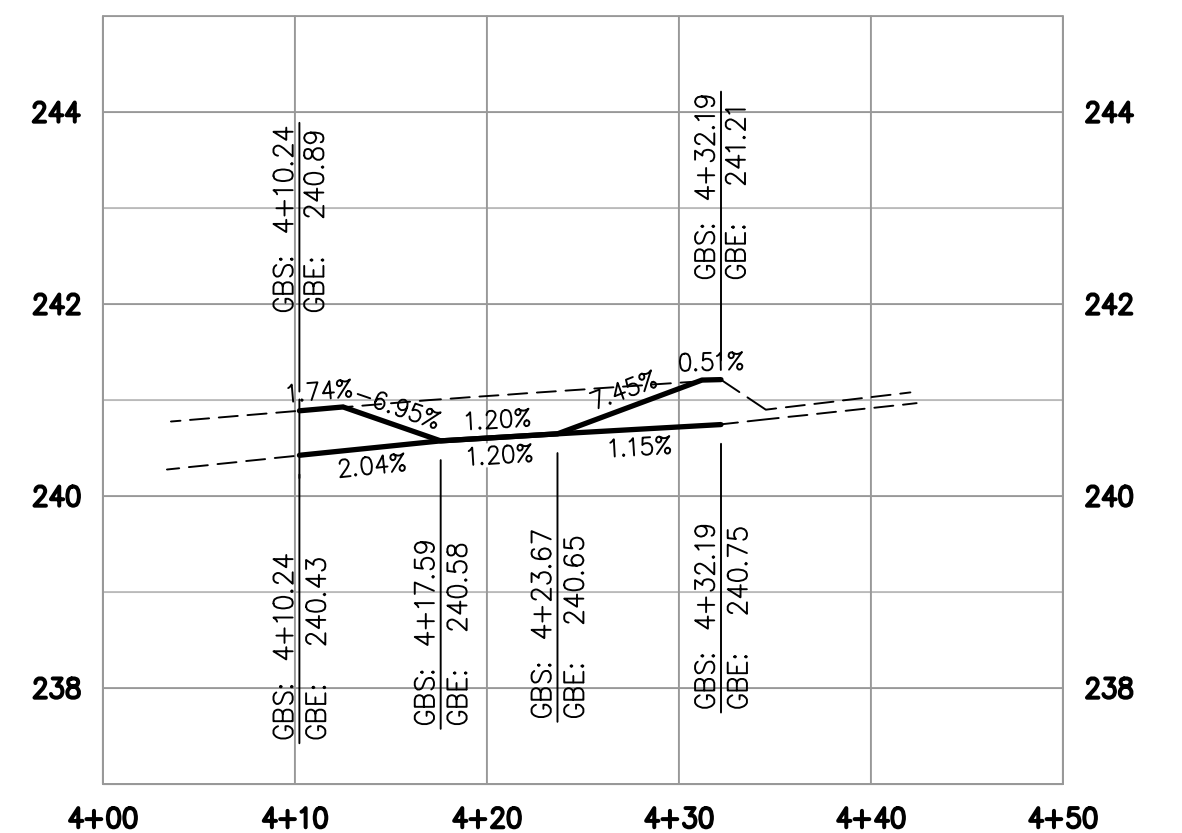
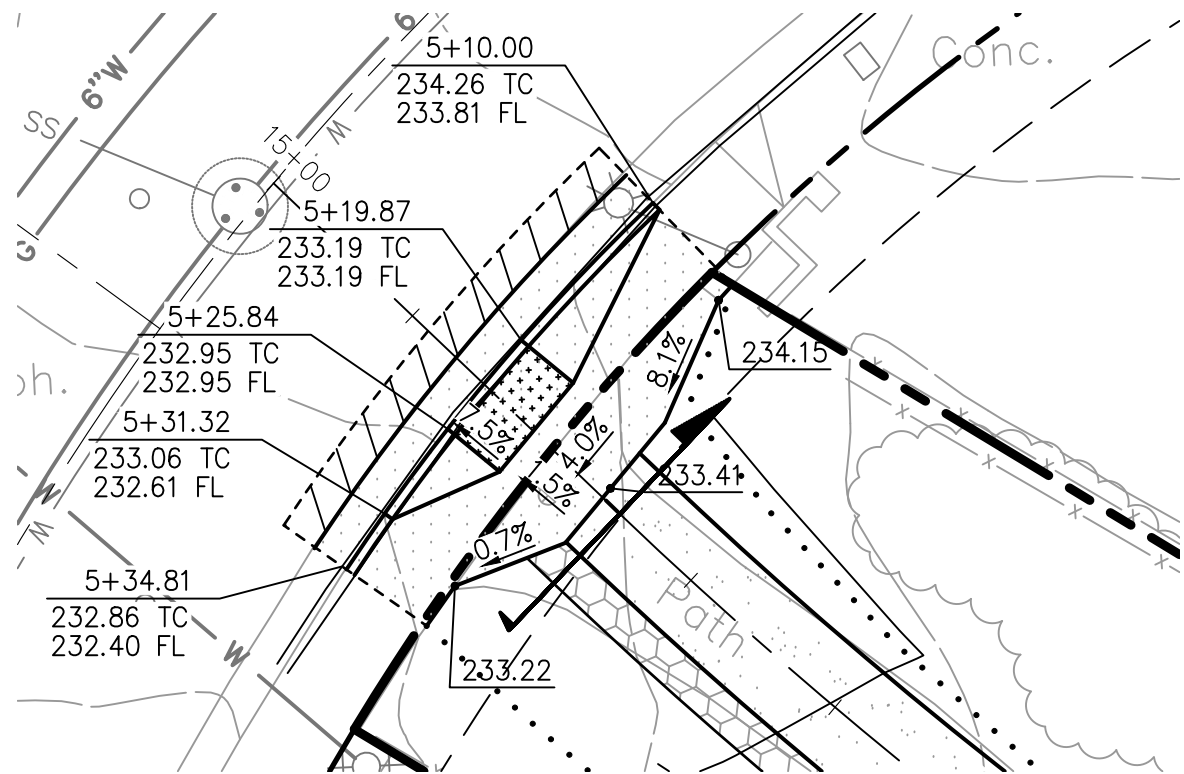
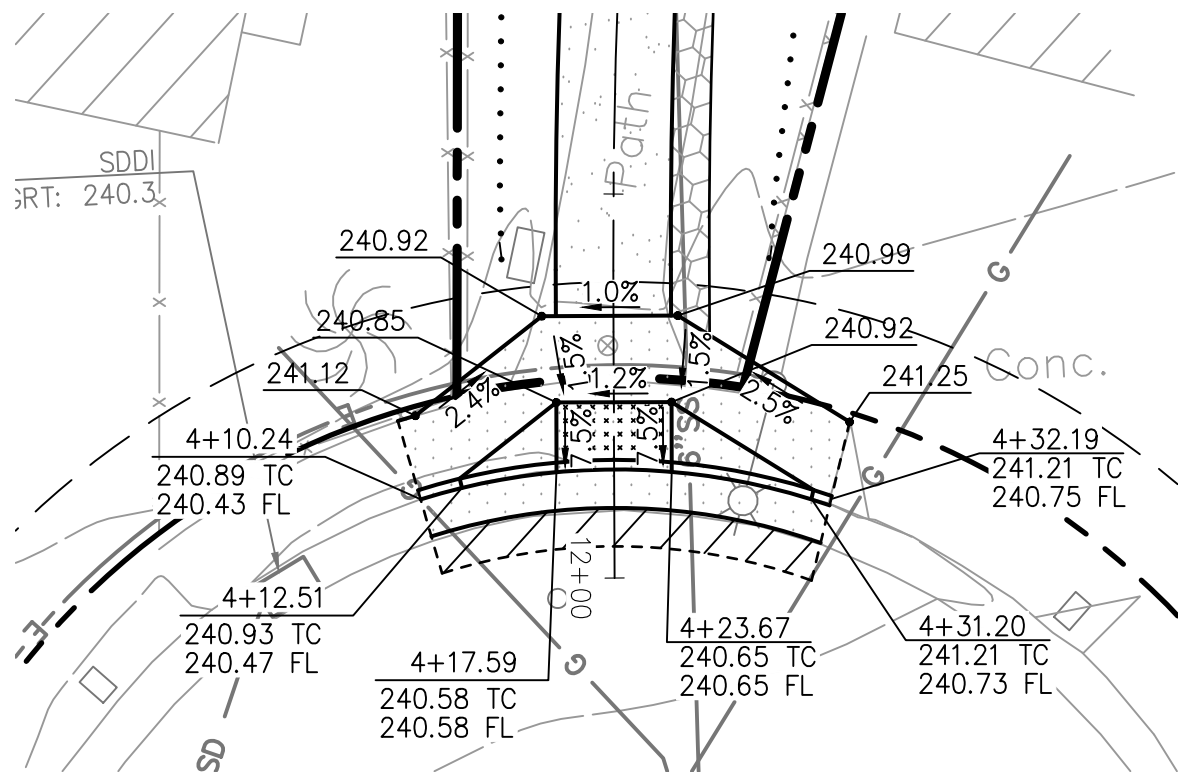
SAN PABLO AVE



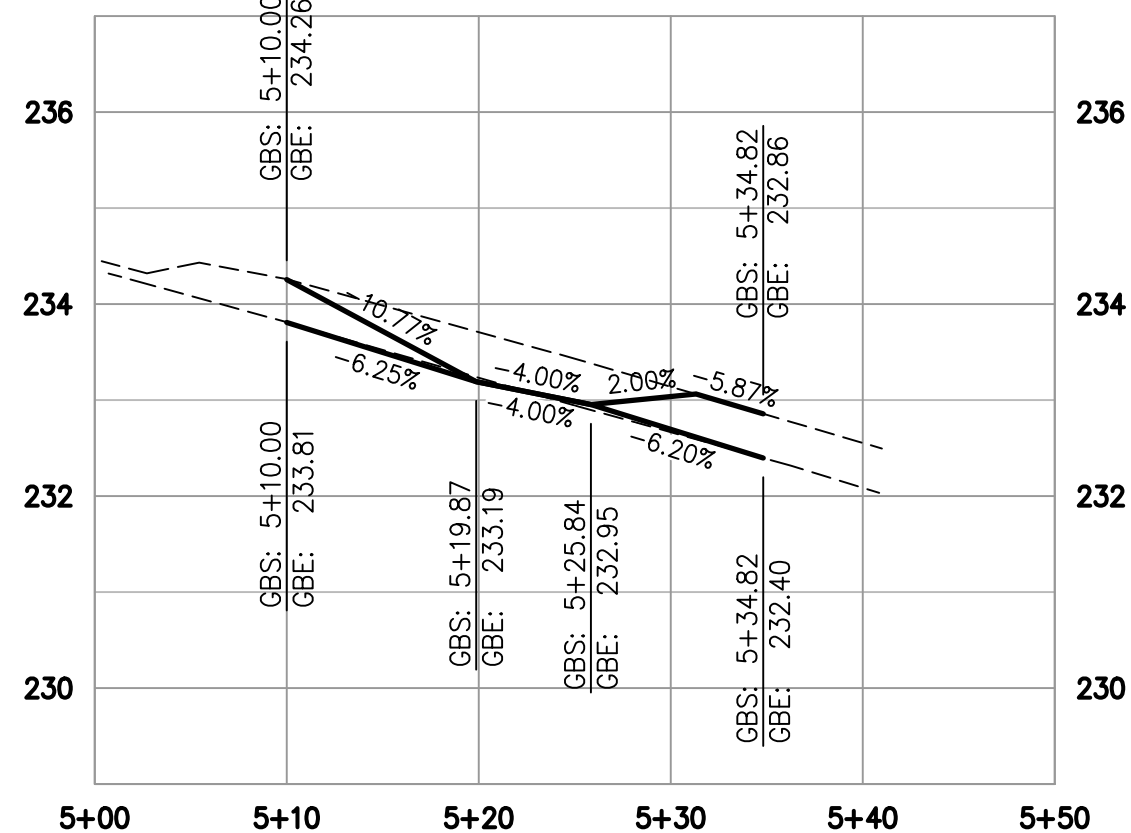
LINCOLN ST



LINDBERG CT



SERAPE CT (ADDITIVE ALTERNATE #1)



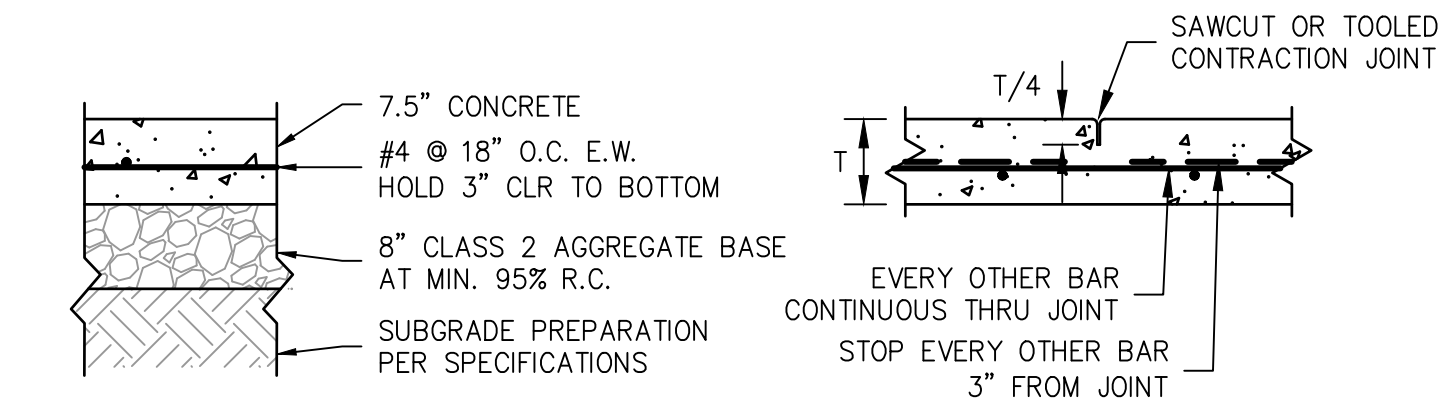
YERBA BUENA CT (ADDITIVE ALTERNATE #1)

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'

10 0 10 20
SCALE: 1" = 10'

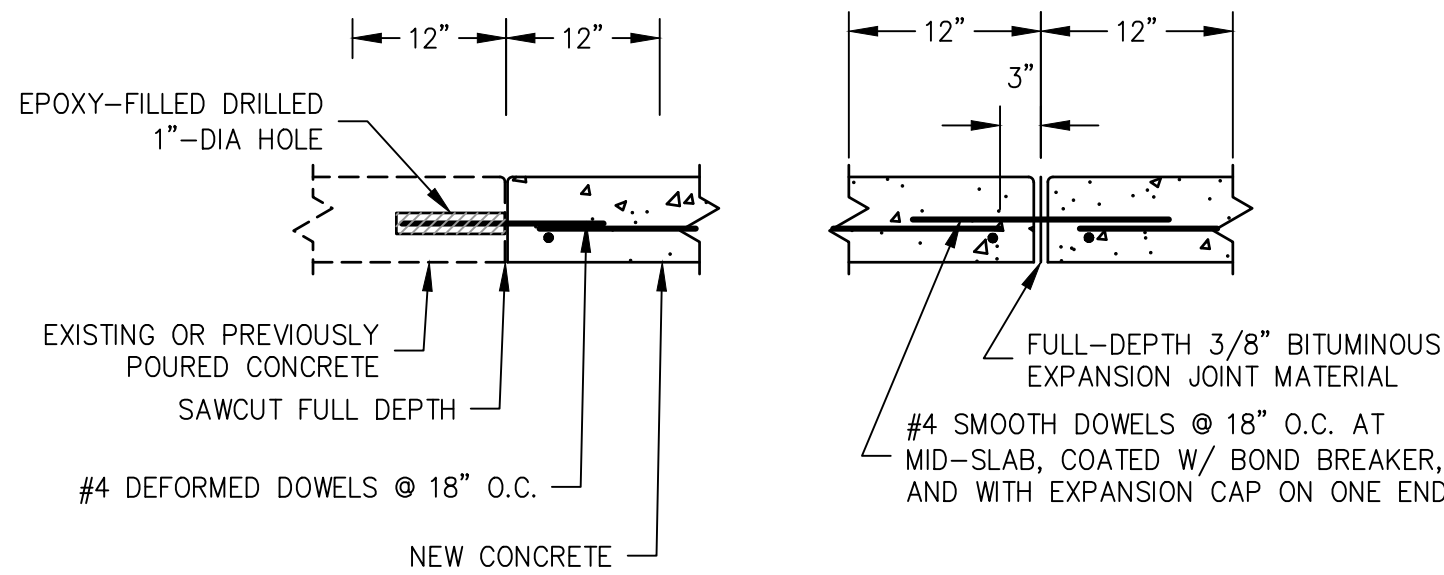
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DATE	REVISIONS		
 SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER SCALE: 1" = 10'	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA. 93955 (831)-899-6825		
	SHEET TITLE: CURB RAMP DETAILED GRADING		PROJECT NO. 2071.32
	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT		SHEET NO. C3.1
		DWG FILE NO. 2071.32	



TYPICAL SECTION

CONTROL JOINT



CONSTRUCTION JOINT

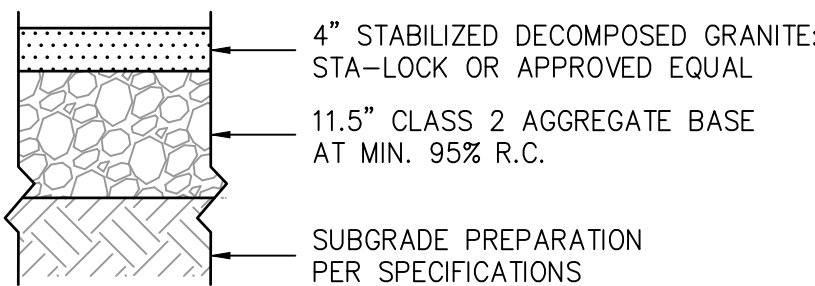
EXPANSION JOINT

NOTES:

- 8' AND 10'-WIDE PATHS: PROVIDE WEAKENED PLANE JOINT AT PATH CENTERLINE AND TRANSVERSE JOINTS AT 4' OR 5' INTERVALS TO CREATE SQUARE PANELS. PANELS IN NON-UNIFORM AREAS SHOULD AS CLOSE TO SQUARE AS POSSIBLE.
- JOINTS SHOULD CORRESPOND TO ADJOINING JOINT LOCATIONS WHERE PRESENT.

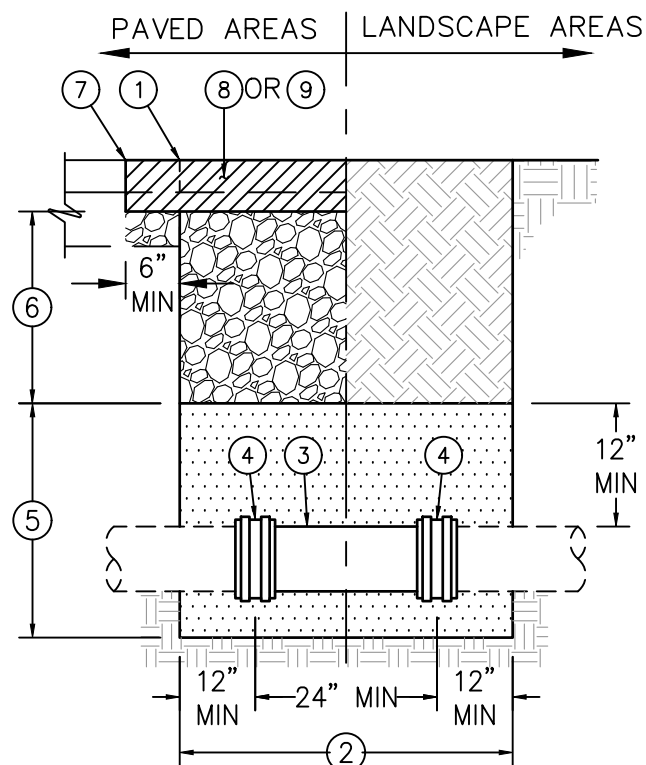
1 CONCRETE VEHICULAR PAVEMENT

SCALE: NONE



2 STABILIZED D.G. PAVING

SCALE: NONE

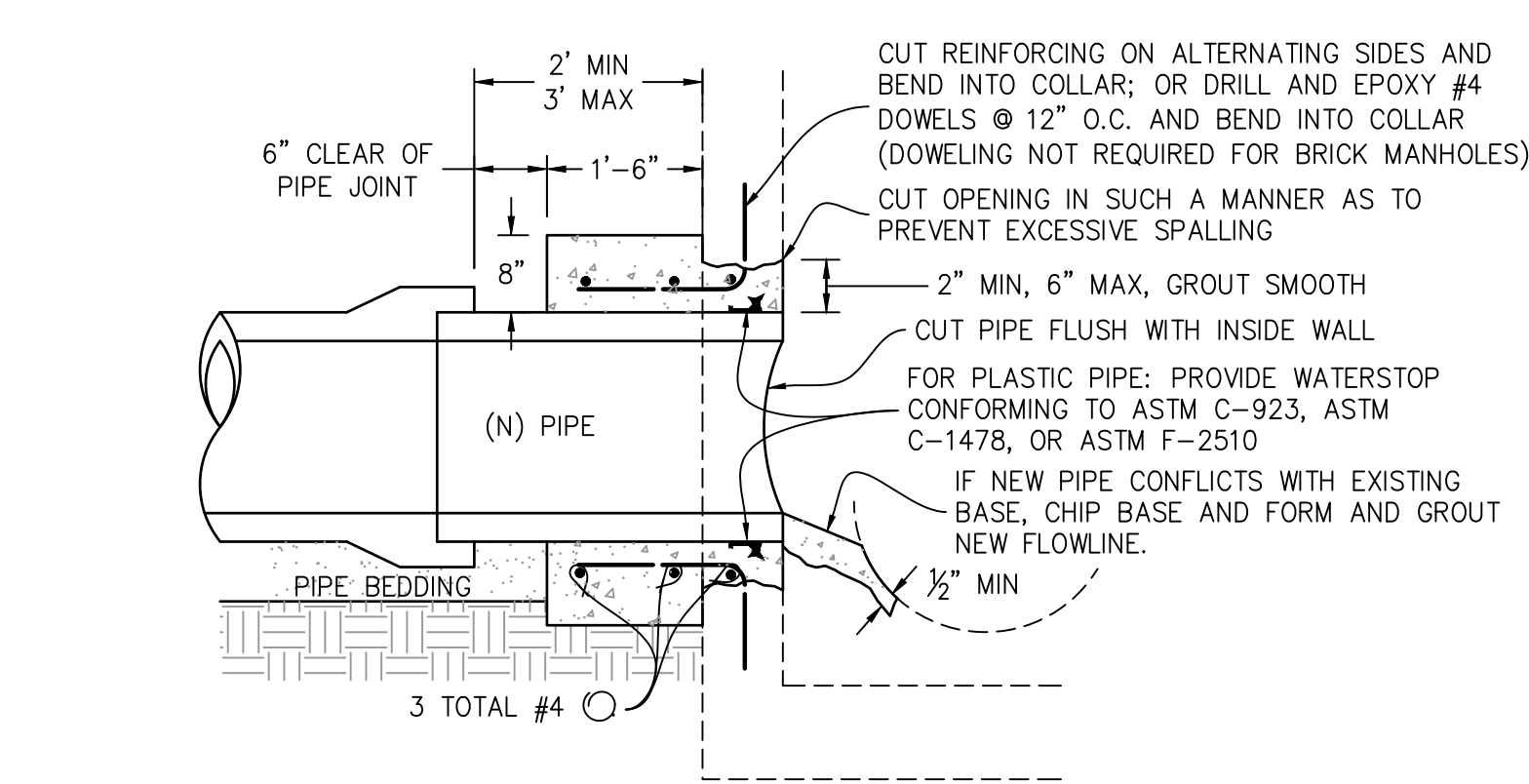


KEYNOTES

- SAWCUT PAVEMENT FULL-DEPTH ON A TRUE LINE AT THE PLANNED EDGE OF TRENCH WALL.
- MINIMUM EXCAVATION WIDTH x LENGTH: 18" x 48". AT LEAST 6" CLEARANCE BETWEEN THE PIPE AND TRENCH SIDE WALL, AND 12" CLEARANCE BETWEEN CUT PIPE END AND TRENCH END WALL. ACTUAL TRENCH WIDTH REQUIRED TO PERFORM THE WORK WILL DEPEND ON METHOD OF COMPACTION AND TRENCH SHORING/PROTECTION USED BY CONTRACTOR. TRENCH WALLS MAY HAVE VERTICAL SIDES UP TO A MAXIMUM DEPTH OF 5 FEET BELOW GRADE. APPROVED SHORING OR TRENCH BOXES MUST BE UTILIZED FOR TRENCHES OF GREATER DEPTH PER CAL-OSHA REQUIREMENTS.
- SAW CUT AND REMOVE DAMAGED SECTION OF PIPE, AND REPLACE WITH NEW PIPE OF SAME MATERIAL.
- BLACK PLASTICIZED PVC COUPLER WITH 300 SERIES STAINLESS STEEL CLAMPS AND STAINLESS STEEL SHEAR RING. COUPLER MUST BE DESIGNED FOR THE SPECIFIC PIPE MATERIAL AND DIAMETER. PRODUCT: FERNCO (R) OR APPROVED EQUAL.
- PIPE BEDDING AND INITIAL BACKFILL: CONTROLLED DENSITY FILL (2-SACK SLURRY).
- FINAL BACKFILL:
 - IN PAVEMENT AREAS: CALTRANS CLASS 2 AGGREGATE BASE, COMPACTED IN MAX. 8" LIFTS TO MIN. 95% R.C.
 - IN LANDSCAPE AREAS: NATIVE SOIL COMPACTED IN MAX 8" LIFTS TO MIN. 85% R.C.
- AFTER TRENCHING AND BACKFILLING IS COMPLETE, SAWCUT A SECOND TIME THE FULL DEPTH OF THE PAVEMENT, AT LEAST 6" OUTSIDE THE TRENCH WALL (T-PATCH), OR TO NEAREST JOINT IF LESS THAN 3' AWAY FROM ORIGINAL SAWCUT, OR AS DIRECTED BY THE CITY ENGINEER; THEN REMOVE PAVEMENT.
- HMA (TYPE A) TRENCH PATCH: HMA PATCH PAVING SHALL MATCH EXISTING PAVEMENT THICKNESS AND BE AT LEAST 3" FOR LOW-VOLUME RESIDENTIAL STREETS AND ON-STREET PARKING AND 4" FOR ALL OTHER STREET CLASSIFICATIONS. FINAL LIFT MUST BE AT LEAST 1 1/2" THICK, 1/2" GRADATION, AND NOT CONTAIN ANY RECLAIMED ASPHALT PAVEMENT (R.A.P.). OTHER COURSE(S) MUST BE 3/4" GRADATION IF LIFT THICKNESS IS 2 1/2" OR GREATER.
- CONCRETE STREET TRENCH PATCH: PLACE #4x18" DOWELS IN EPOXY-FILLED 3/4"x6" HOLES @ 18" O.C. CONCRETE PATCH PAVING SHALL MATCH EXISTING PAVEMENT THICKNESS & REINFORCING SIZE/SPACING, AND SHALL BE AT LEAST 6"-THICK.

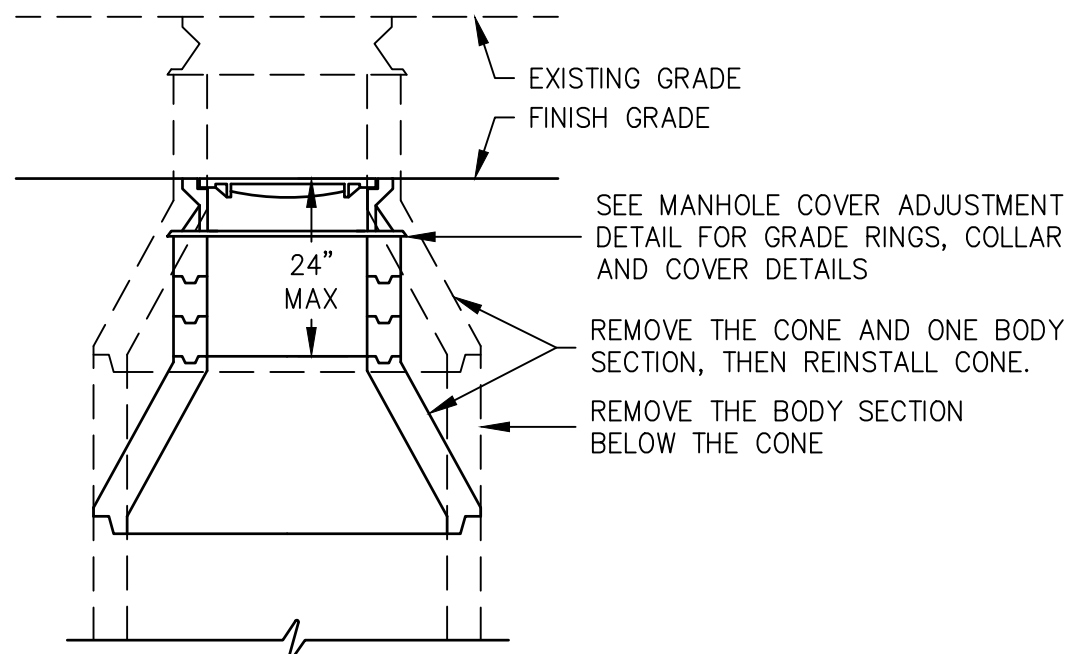
5 REPLACE BROKEN SEWER PIPE

SCALE: NONE



6 BREAK-IN CONNECT TO EXISTING STRUCTURE

SCALE: NONE

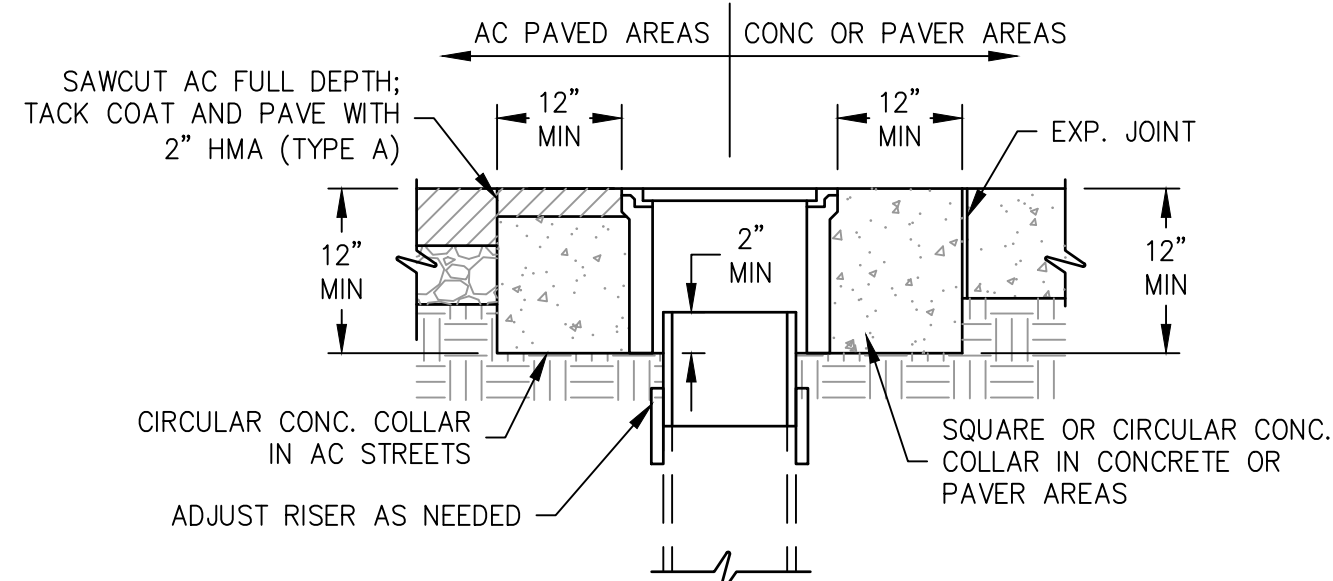


NOTES:

- IF APPROVED BY THE ENGINEER, THE EXISTING CONE MAY BE REPLACED WITH A SHORTER CONE IN LIEU OF REMOVING THE BODY SECTION BELOW THE CONE AND REINSTALLING THE EXISTING CONE.
- THE DISTANCE FROM THE TOP OF MANHOLE CONE TO FINISH GRADE SHALL NOT EXCEED 24". IF THIS DISTANCE WILL EXCEED 24", THE MANHOLE CONE MUST BE RAISED BY ADDING A BODY SECTION THAT IS SHORTER THAN THE SECTION THAT WAS REMOVED OR BY INSTALLING A TALLER CONE.

9 MANHOLE COVER AND CONE ADJUSTMENT

SCALE: NONE

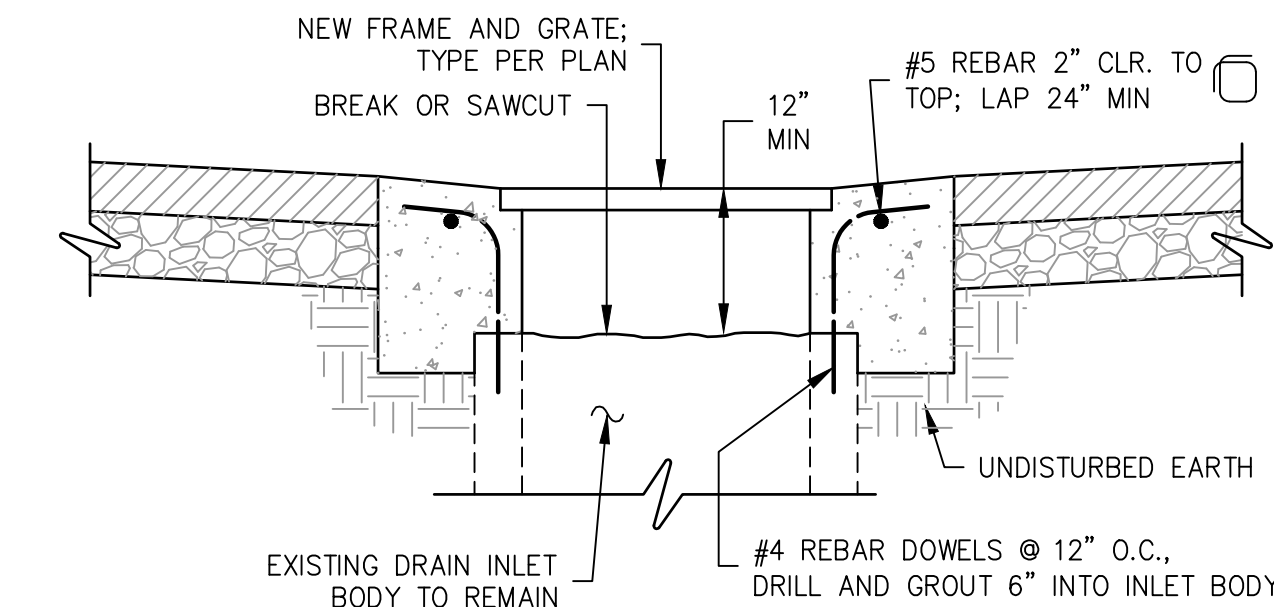


NOTES:

- ALL UTILITY COVERS AND BOXES IN THE WORK AREA MUST BE ADJUSTED TO FINISH GRADE.
- IF AN EXISTING COVER OR BOX IS DAMAGED, FURNISH AND INSTALL A NEW COVER OR BOX.
- FINISHED COVERS SHALL BE WITHIN 1/2 INCH OF THE BOTTOM OF A STRAIGHTEDGE LAID ACROSS THE COVER.

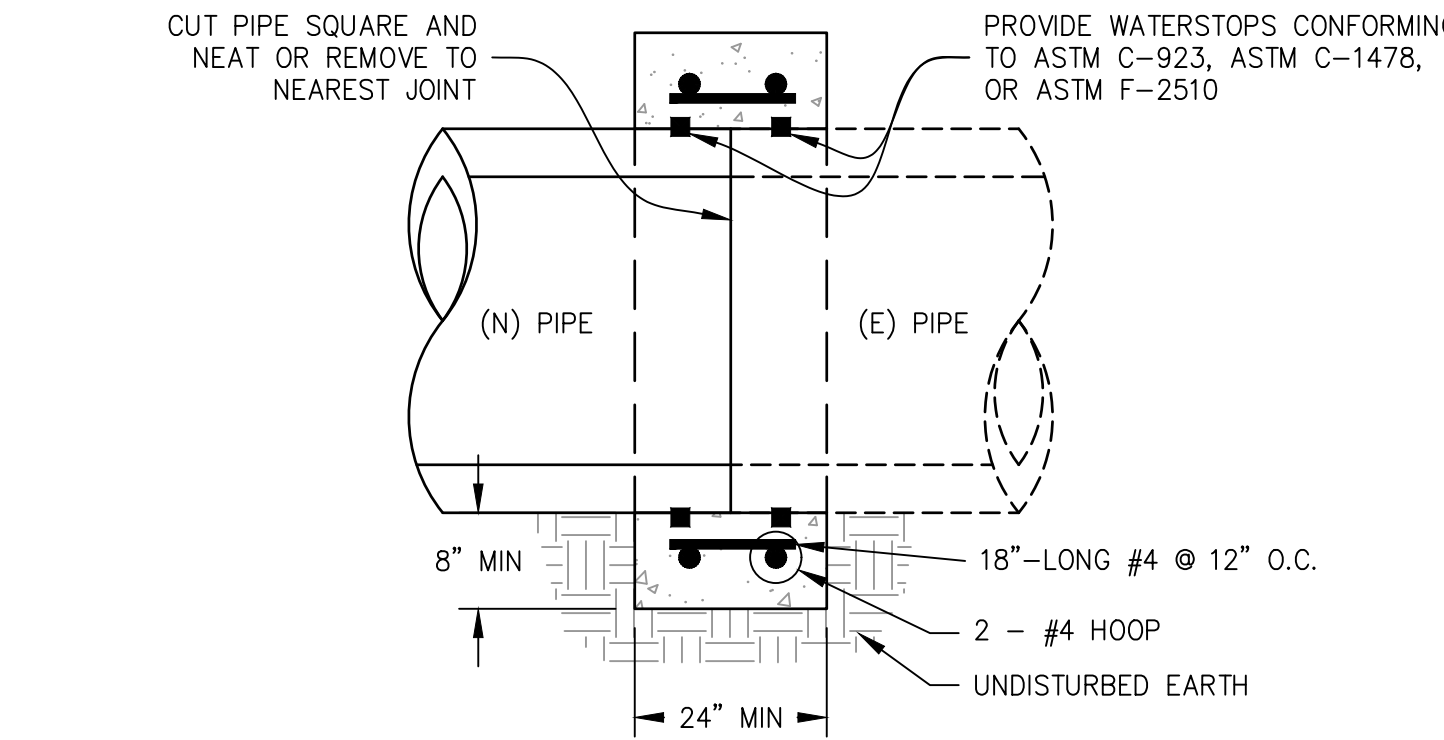
7 VALVE AND CLEANOUT COVER ADJUSTMENT

SCALE: NONE



8 DRAIN INLET TOP ADJUSTMENT

SCALE: NONE



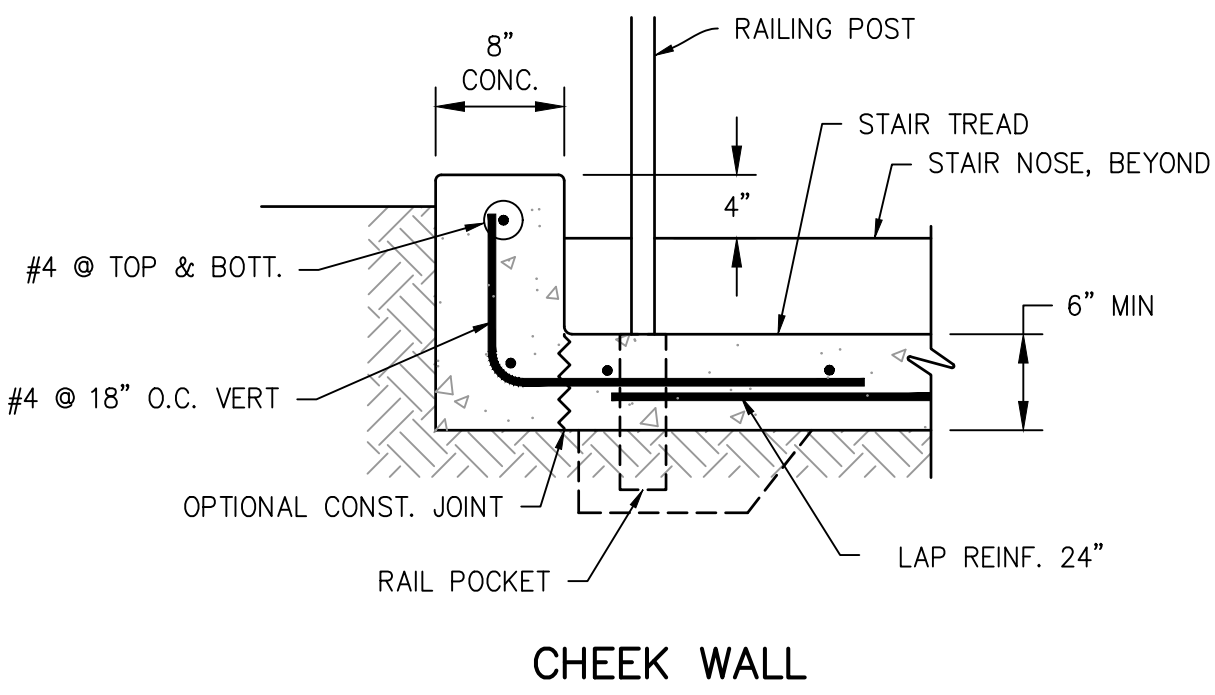
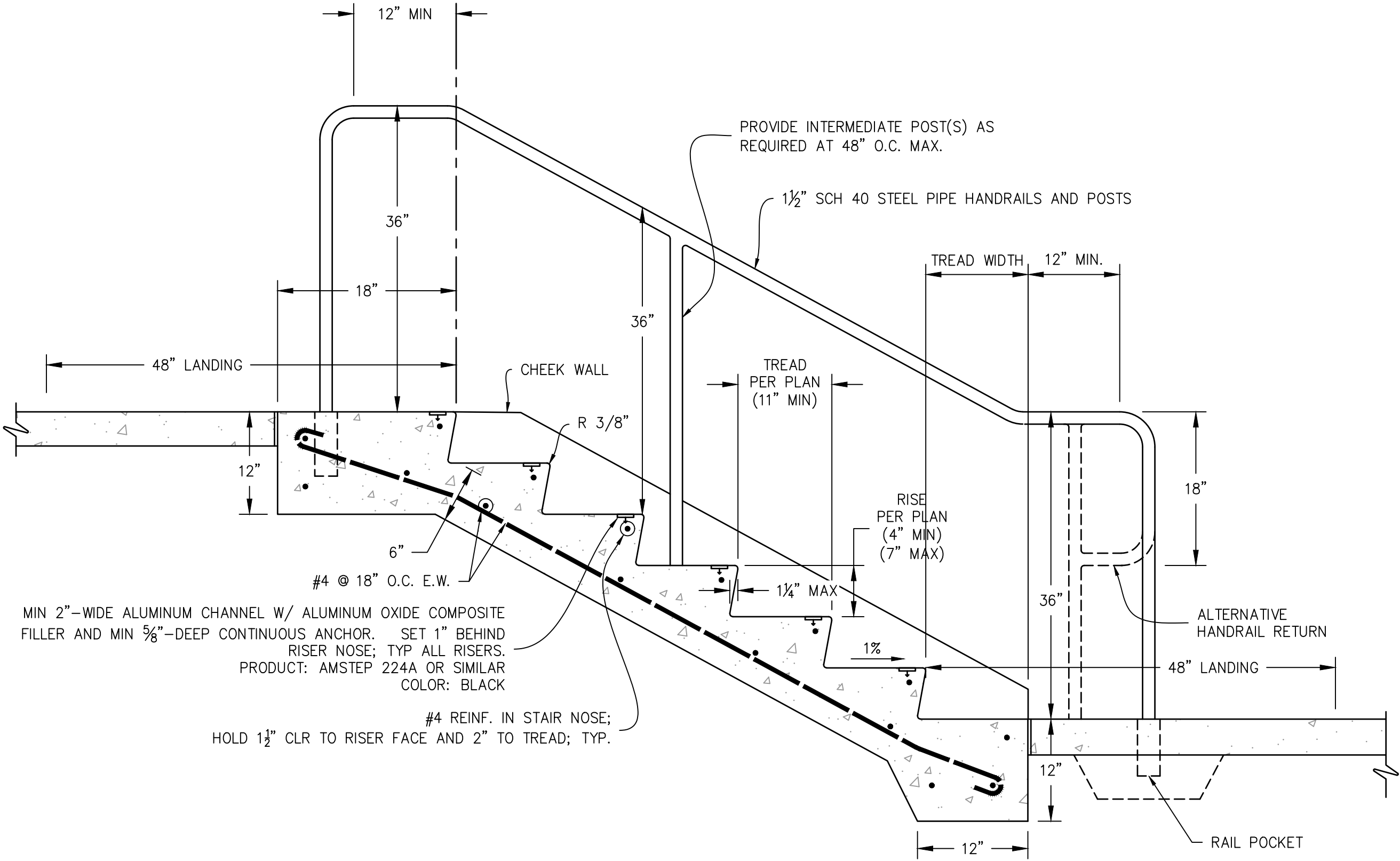
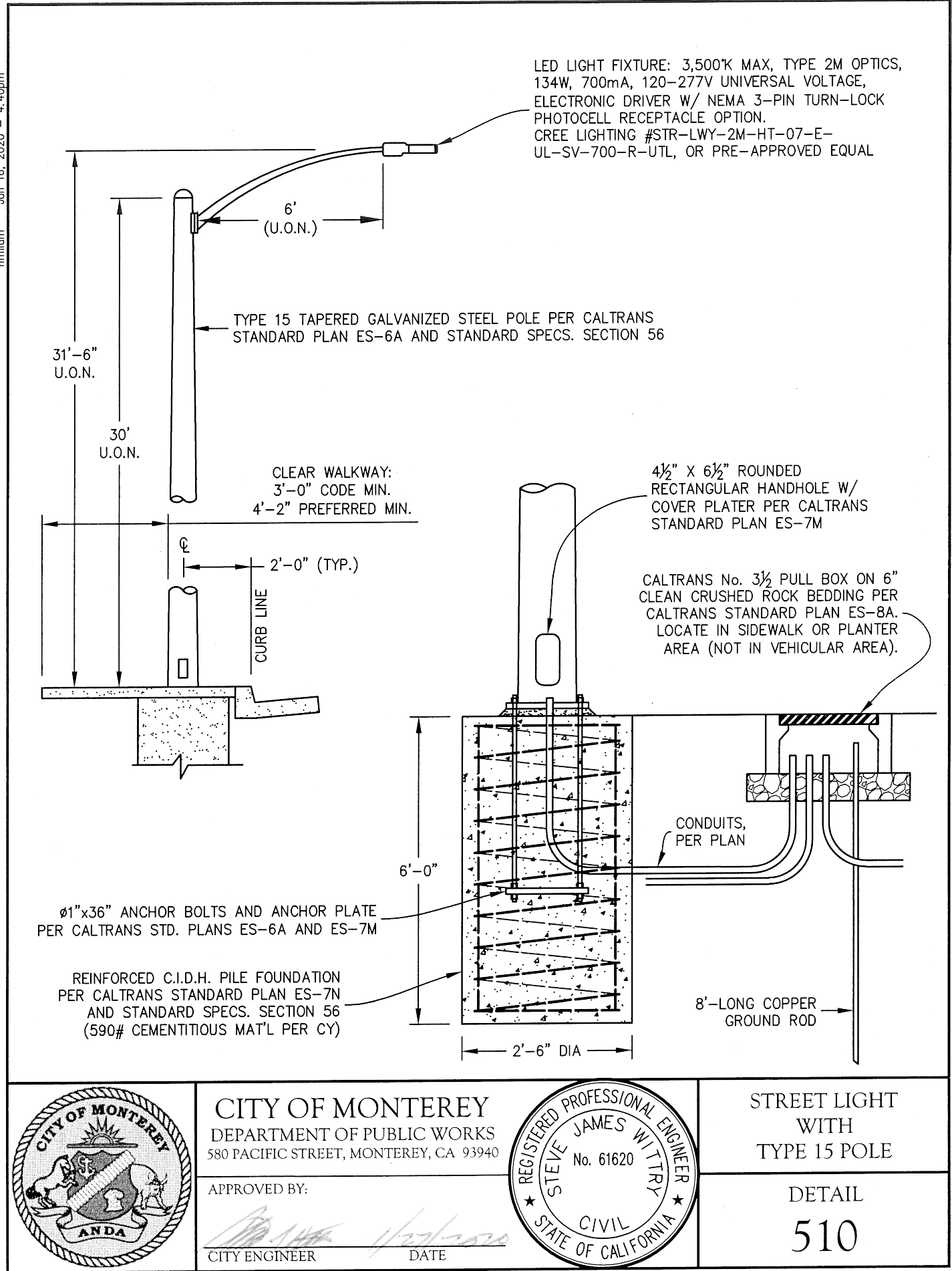
3 CONCRETE PIPE COLLAR

SCALE: NONE



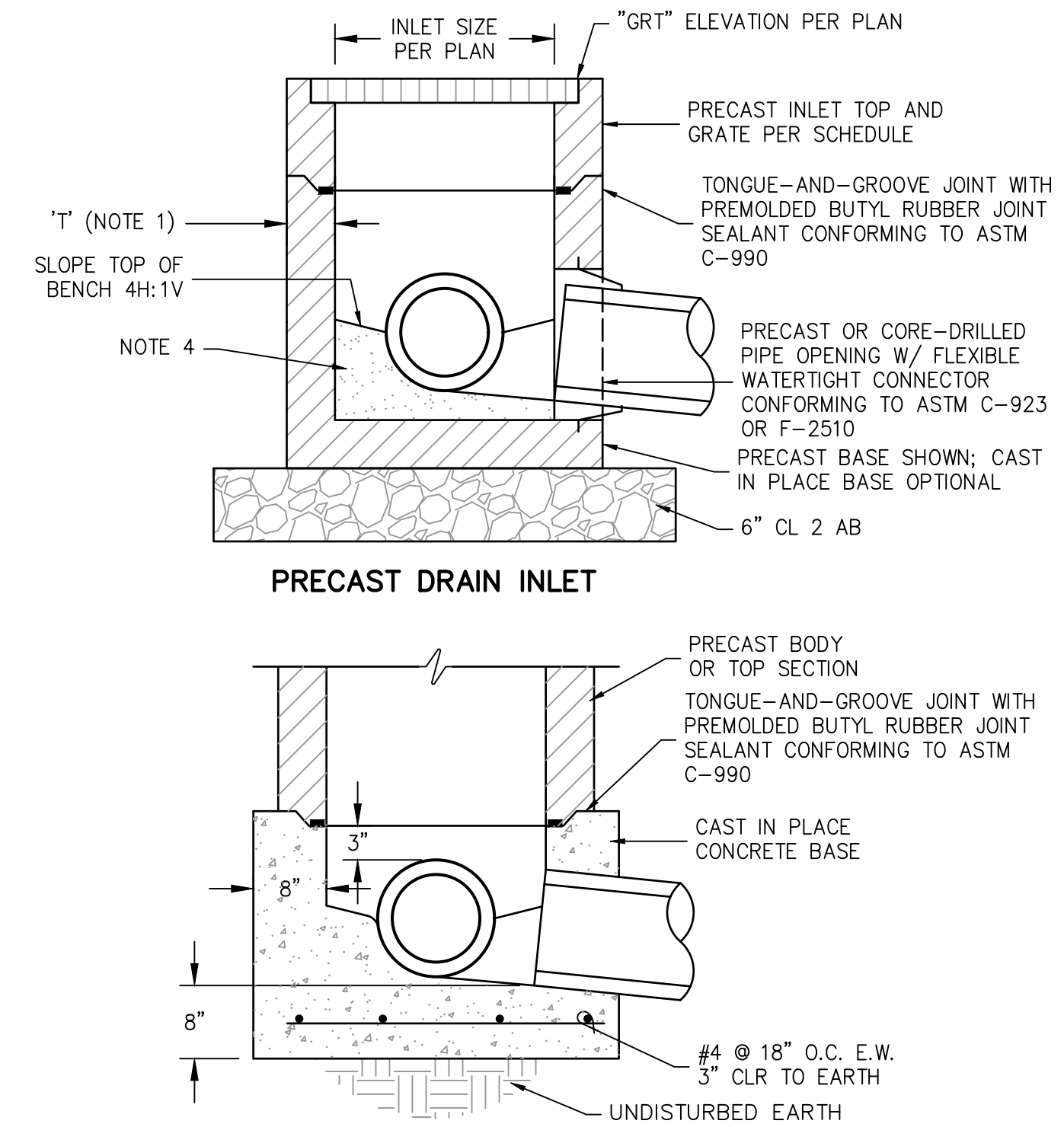
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DATE	REVISIONS	
	CITY OF SEASIDE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 440 HARCOURT AVE. SEASIDE, CA 93955 (831)-899-6825	
	SHEET TITLE:	PROJECT NO. 2071.32
	CIVIL DETAILS	SHEET NO.
	PROJECT TITLE:	C4.1
SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	
SCALE: NONE	DWG FILE NO. 2071.32	

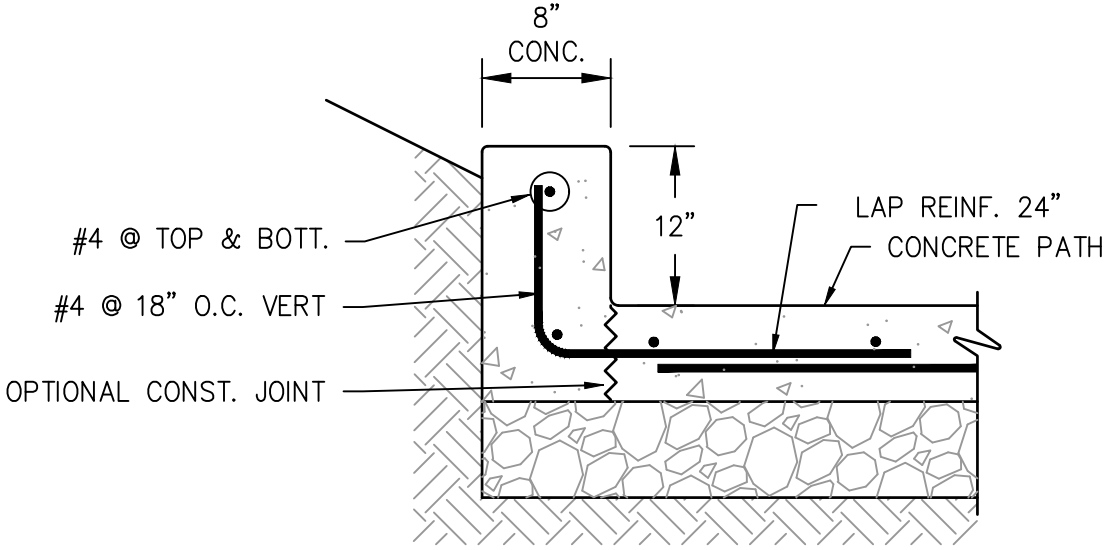


4 EXTERIOR STAIRS AND RAILINGS

SCALE: NONE



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



3 12" RETAINING CURB

SCALE: NONE

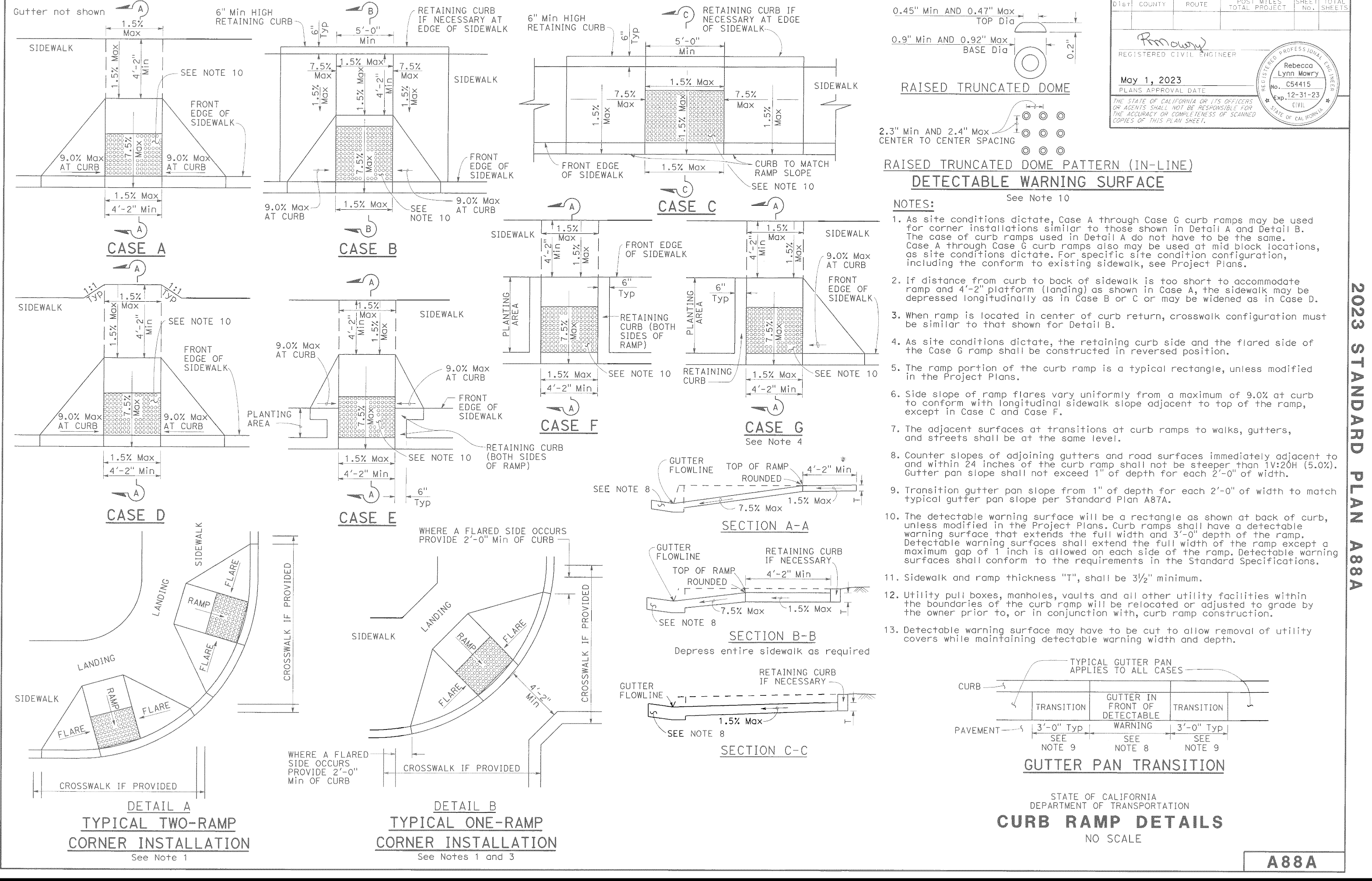
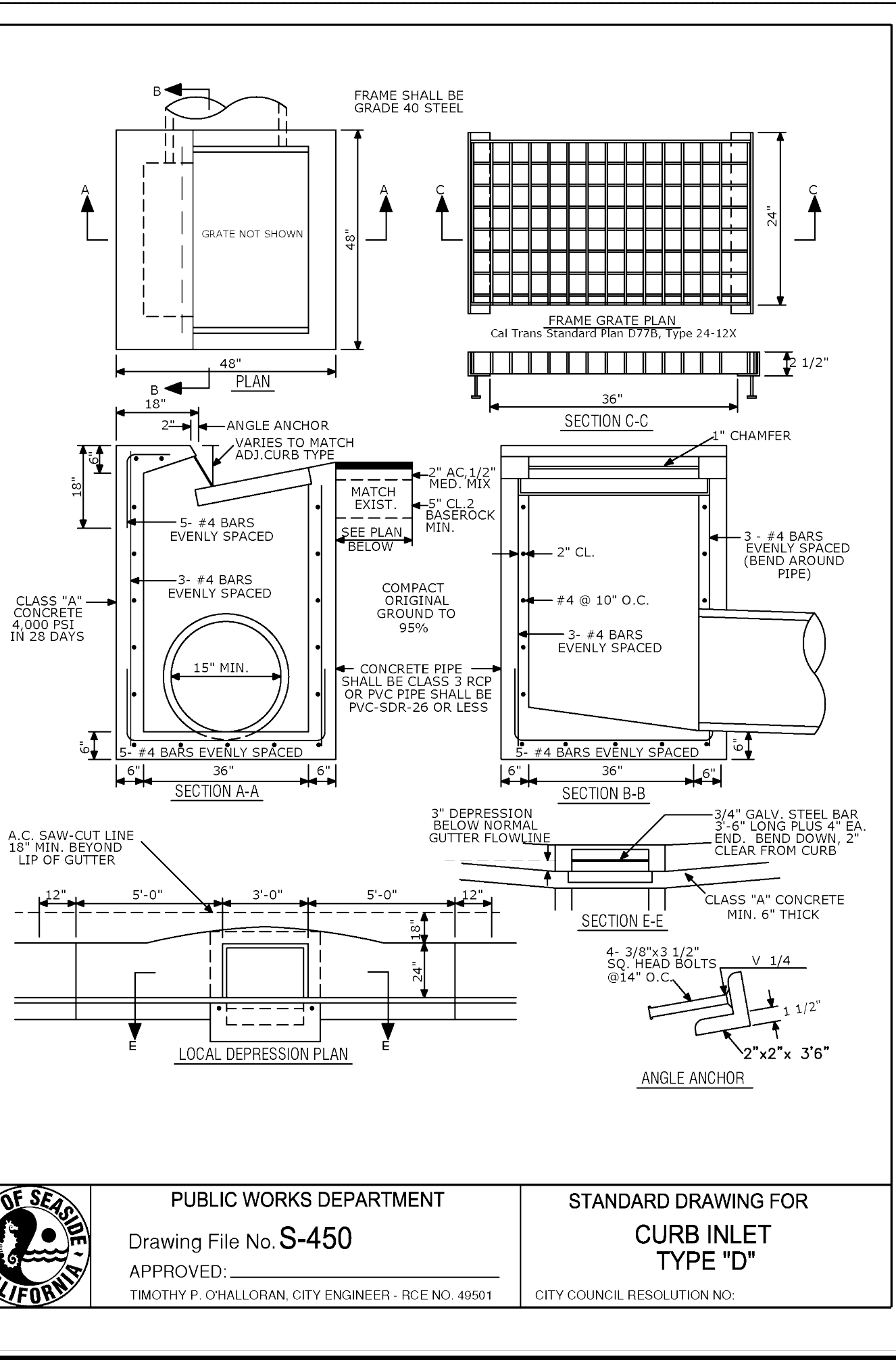
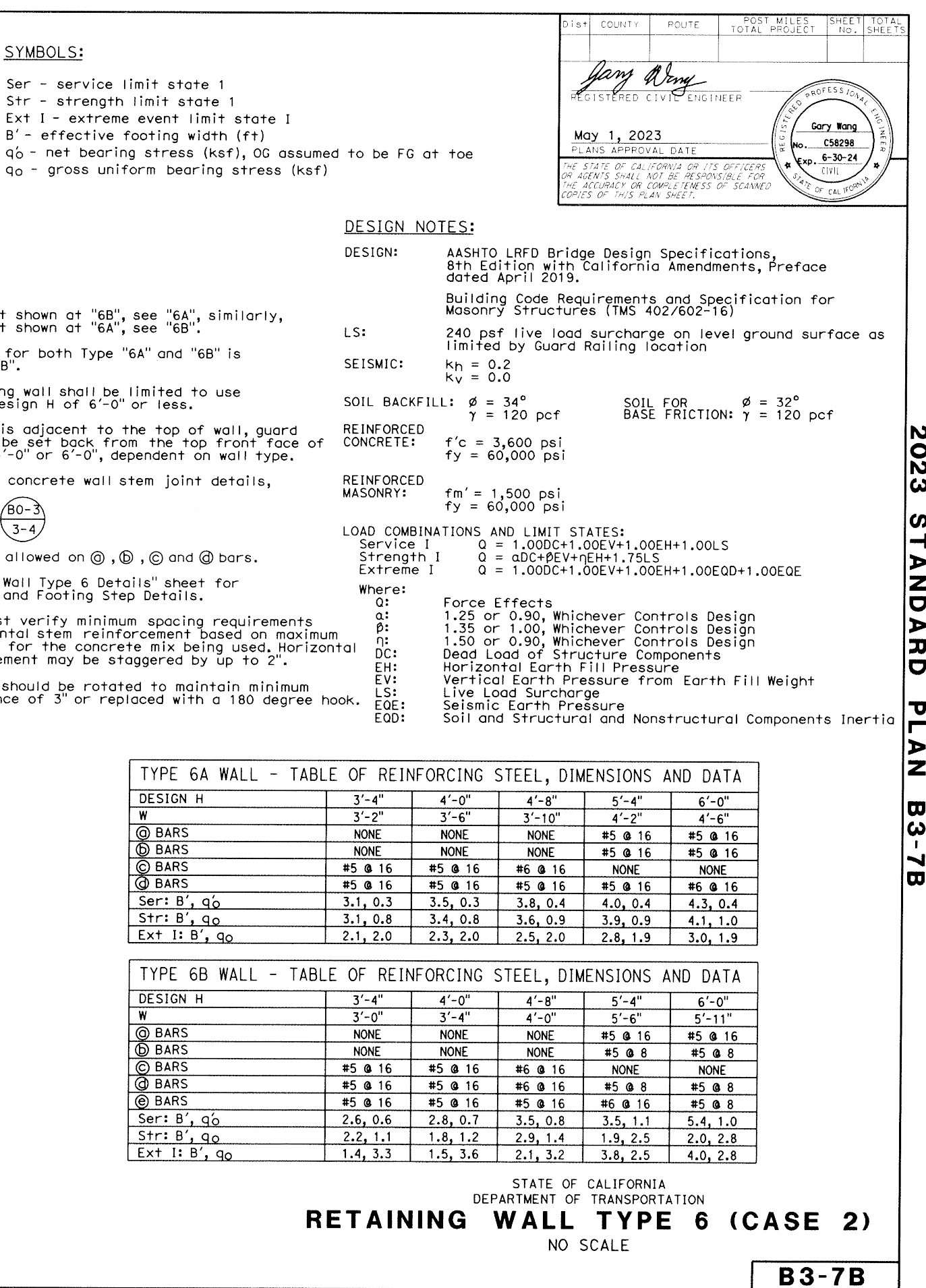
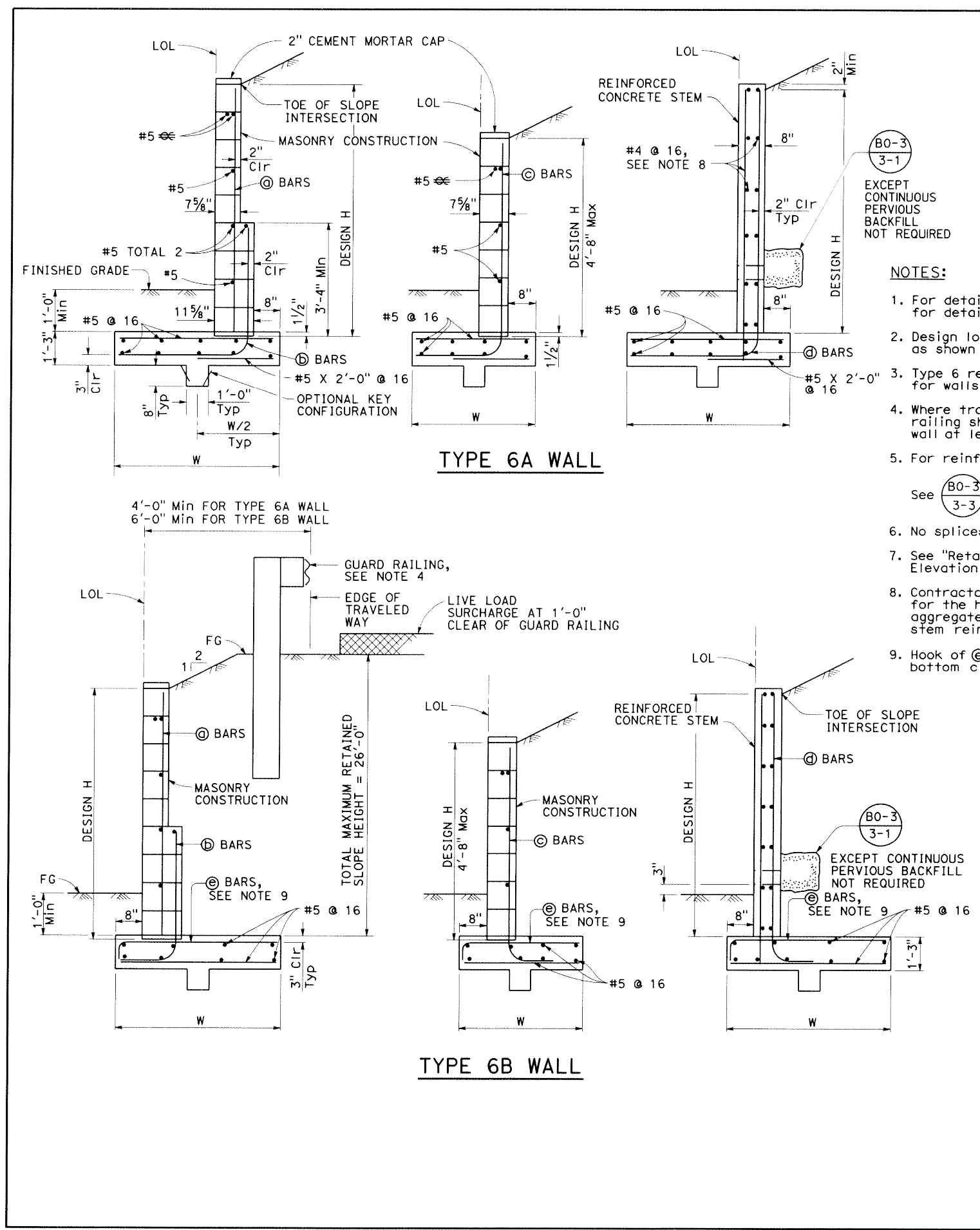
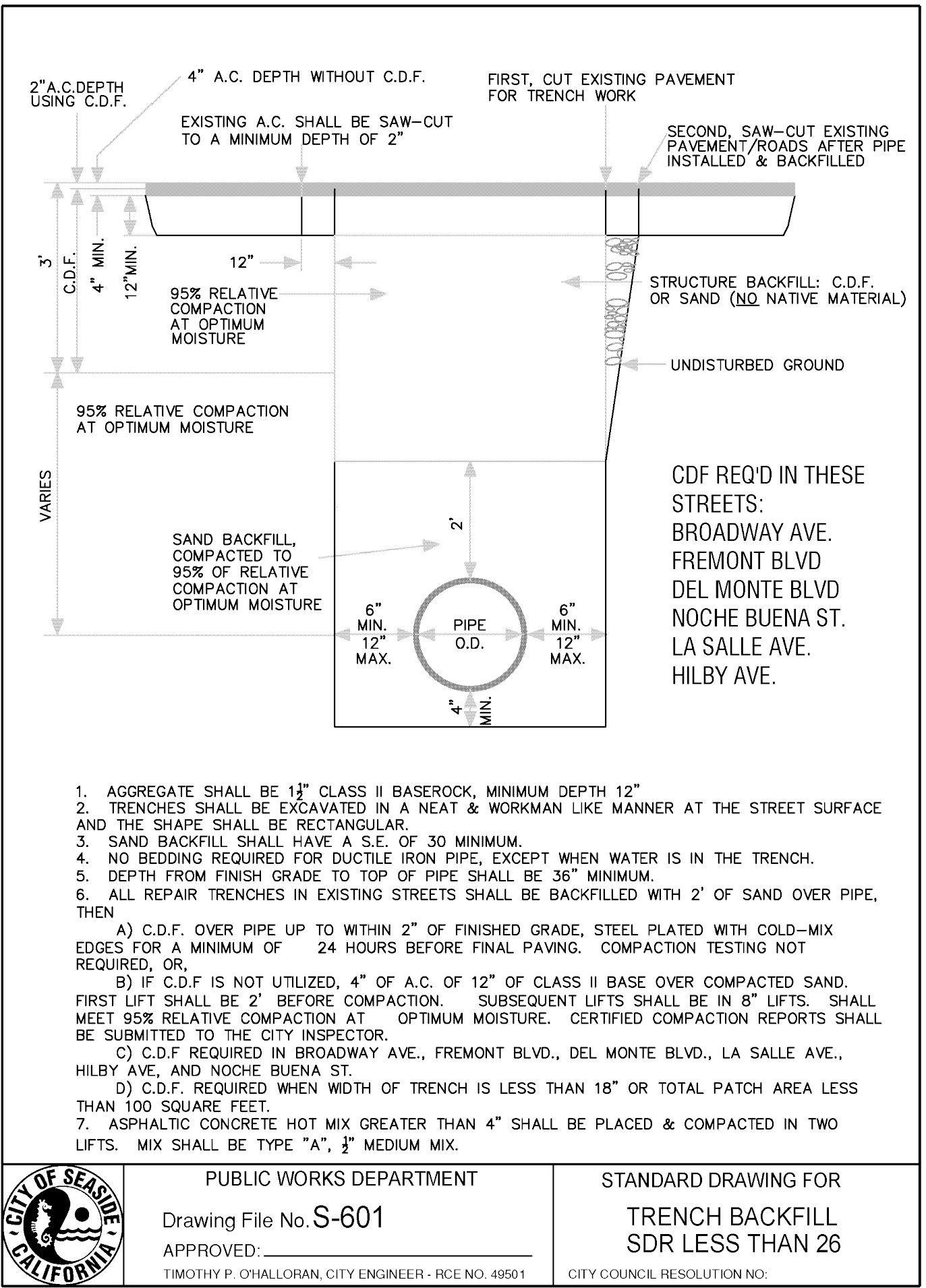
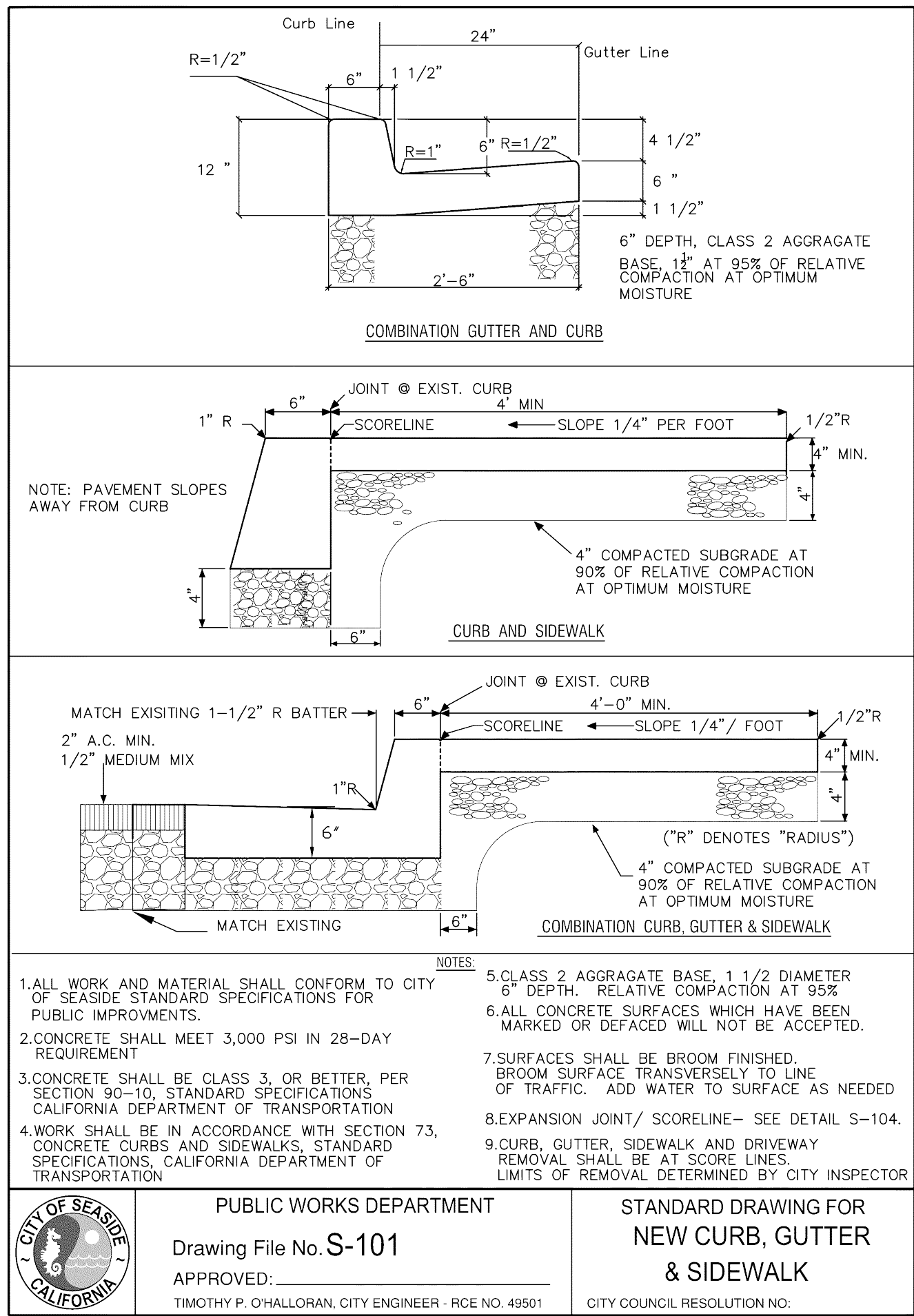
5 PRECAST CONCRETE DRAIN INLET

SCALE: NONE



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	SHEET TITLE:	CIVIL DETAILS	PROJECT NO. 2071.32
	SHEET STATUS: ☐ PRELIMINARY ☒ SEMI-FINAL ☐ FINAL ☐ OTHER	PROJECT TITLE: LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT	SHEET NO.
	SCALE: NONE		DWG FILE NO. 2071.32



July 25, 2024
City Council Special Meeting

Item 9E

Attachment – Conformed
Specifications



CITY OF SEASIDE STAFF REPORT

Item No.: 9.F.

TO: City Council

FROM: Nicholas Borges, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: July 25, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$202,669.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project for an amount not to exceed \$202,669.00.

BACKGROUND

Lincoln Cunningham Park Phase 1 - Arterial Trail Project is located in Lincoln Cunningham Park between Yosemite Street and Lincoln Street adjacent to San Pablo Avenue. The Project includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

The project was designed by Whitson Engineers. The project was released for construction bids on June 13, 2024, and bids were opened on July 10, 2024. The construction contract is on this July 25th Council Agenda for approval.

The project is scheduled to take 140 working days to reach final completion of construction of the project, and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at this time. The Wallace Group (Wallace) is on the City's list of On-Call Engineering Consultants. Wallace provided construction management and inspection services for the Ellis Park Improvements Project, Fernando Park Improvements Project, Ord Terrace School Crossing Improvements Project, and Lincoln Cunningham Park Basketball Court Improvements, which all recently completed construction. At the request of the City, Wallace submitted a proposal to provide construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project. 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, safety monitoring, materials testing coordination, and project closeout.

Staff has reviewed the proposal from the Wallace Group and finds the scope and fee are acceptable. Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement with Wallace Group for an amount not to exceed \$202,669.00 for construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorically Exempt (Class 1, Existing Facilities, Section 15301 c. and d.). The project includes the repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

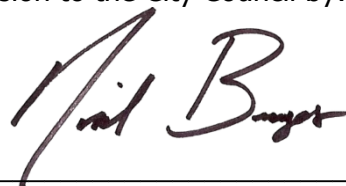
FISCAL IMPACT

The proposed professional services agreement with Wallace Group is for an amount not to exceed \$202,669.00. A 15% contingency, or \$30,400.35, is appropriate for a project of this scope. The Lincoln Cunningham Park Phase 1 - Arterial Trail Project has an approved FY 2024/25 budget of \$1,725,411.00. There are sufficient funds in the Project account (342-8910-9581) to cover the cost of the professional service agreement with Wallace Group.

ATTACHMENTS

1. Resolution
 2. Wallace Professional Services Agreement
-

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 A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$202,669.00

WHEREAS, the Lincoln Cunningham Park Phase 1 - Arterial Trail Project (Project) is adopted in the fiscal year 2024/2025 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the project requires construction management and inspection of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project, and the city does not have the staffing resources to support this project; and

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

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project from pre-construction through construction closeout in the amount of \$202,669.00.

WHEREAS, the services included in the Wallace proposal included 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, safety monitoring, materials testing coordination, and project closeout; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$30,400.35 contingency, 15% of the agreement value, should be authorized on an as required basis, for a total agreement value of \$233,069.35; and

WHEREAS, the current total fiscal year 2024/25 budget for Lincoln Cunningham Park Phase 1 - Arterial Trail Project (account no. 342-8910-9581) is \$1,674,700.00 not including encumbrances; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Lincoln Cunningham Park Phase 1 - Arterial Trail Project for an amount not to exceed \$202,669.00 and written amendments such that the total agreement does not exceed \$233,069.35.

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 25^h day of July 2024, by the following vote:

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

APPROVED:

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
FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICE FOR THE LINCOLN CUNNINGHAM PARK – PHASE 1
ARTERIAL TRAIL PROJECT**

THIS AGREEMENT, is made and effective July 25, 2024 between the City of Seaside, a municipal corporation ("Agency") and 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 the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall 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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

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 **TWO HUNDRED TWO THOUSAND SIX HUNDRED SIXTY NINE dollars (\$202,669.00)** 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, CA 939401
Attention: 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, Zack Teske shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zack Teske may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zack Teske from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

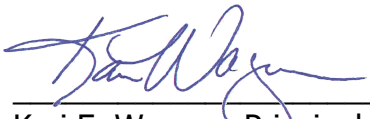
Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit D** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Wallace Group

By: 
Kari E. Wagner, Principal, PE 66026

Date: July 12, 2024

City of Seaside
A Municipal Corporation

Nicholas Borges, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Engineering Services
	Exhibit E	Resolution 22-62 On-Call Engineering Services

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT A

SCOPE OF WORK/CONSULTANT'S PROPOSAL

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT A

July 5, 2024

Nisha Patel, PE
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project

Dear Ms. Patel,

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



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.



ANTHONY LEHMAN, QSP/QSD - Construction Manager

Anthony Lehman will function as 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, including the previous basketball court improvements at Lincoln Cunningham Park.



ZACH TESKE, PE, QSD/P - Alternate Construction Manager

Zach is the Director of Construction Management and brings extensive experience in project management and civil engineering. Zach may serve as an alternate project manager/inspector. 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.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



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.

PROJECT UNDERSTANDING

TECHNICAL

The City of Seaside (City) is performing site improvements to the Lincoln Cunningham Park to complement the recently completed basketball court. The project will generally consist of demolishing the existing asphalt pathways, storm drain inlets, light poles and foundations, and other miscellaneous items to allow for the construction of new concrete and base rock (tan/gold) pathways. General grading and fill will be placed to raise the elevation of the pathways to make them more accessible. New 8-inch storm drain and drain inlets will be installed, including the repair of an existing damaged sewer pipe.

Due to the modified grades, a new concrete retaining wall and concrete stairs with handrail will be installed. Where the new park pathways will connect to the existing sidewalk/roadways, new curb ramps will be installed to improve access. Minor asphalt pavement restoration will be required at the new curb ramp conform locations. The project includes one bid alternate for the extension of the pathway to Yerba Buena Court and Serape Ct, including the curb ramps at these locations and the curb ramp across Lincoln St. Following completion of the work, new landscape planting and soil stabilization will be performed.

The City has retained Whitson Engineers as the Engineer of Record who performed the design and will perform Engineering Services during Construction, including assisting with submittal reviews, RFIs, and change order evaluation. Construction Documents provided are as follows:

- Plans titled "Lincoln Cunningham Park Phase I - Arterial Trail Project" by Whitson Engineers (accepted by the City on 6/10/24, 18 pages)
- Specifications titled "Lincoln Cunningham Park Phase I - Arterial Trail Project" (dated June 2024, 261 pages)
- Engineers Estimate "100% Engineers Estimate" dated 5/24/24

SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

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



- Conduct virtual Weekly Progress meetings with contractor, City staff, and other involved entities
- Record and distribute meeting minutes
- Coordinate with City Staff throughout the project

Preconstruction Conference

- Schedule in-person pre-construction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, 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/Parking Closures
 - 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 due dates for outstanding items resulting from conference

Pre-Construction Photos

- Collect pre-construction photos of project locations, with special attention paid to the existing FOSPA planting areas and the newly reconstructed basketball court
- 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 120 working days from Notice to Proceed, with an additional 20 working days to achieve final completion. We have budgeted for part time inspection (4 hours/day) and have assumed an average of 8 hours/week for project management for the full 140 working days during construction.

Our time and level of effort will be highly dependent 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:
 - Demolition
 - Utility Installation (Storm Drain & Sewer)
 - Grading Operations
 - Pathway Installations (concrete & base rock)
 - Retaining Wall and Stairs
 - Concrete Flatwork & Roadway Restoration
 - Traffic control plans and implementation
 - Construction staging
 - Stormwater compliance
 - Plant Establishment
- 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
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site
- Coordinate material testing as needed
- 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

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.)

TASK 4: QUALITY ASSURANCE MATERIALS TESTING (Earth Systems Pacific)

We have partnered with Earth Systems pacific to provide quality assurance material laboratory testing of soil, base rock, and concrete and will provide field compaction testing of the placed fill and base rock sections. Concrete cylinders will be collected for select vehicular concrete pours and the retaining wall pour. Earth Systems has provided a proposal dated June 28, 2024 which includes their table of estimated site visits and tests required based on their review of the scope.

SCHEDULE

The project is currently out to bid with a due date of July 10, 2024. We expect the work to start in late Summer/early Fall 2024. The City has allowed for 120 working days to substantial completion, including 20 additional working days to achieve final completion, and we have budgeted accordingly.

BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit B). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated budget of \$202,669 without receiving written authorization from the Client. A detailed breakdown of our estimate budget is attached to this proposal.

Our time and level of effort will be highly dependent upon the Contractors schedule and approach to the work. We have budgeted to provide services through the full 140 working days allotted to the contractor and any unused budget will be returned to the City.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

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

- Labor Compliance Review
- Surveying

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 D) 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 Zach Teske at zacharyt@wallacegroup.us or 831-226-9132.

Sincerely,

WALLACE GROUP, a California Corporation

A handwritten signature in blue ink, appearing to read "Zach Teske", written over the printed name and title.

Zach Teske, PE
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

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

- Attachments**
Exhibit A - Budget Estimate
Exhibit B - 2024 Standard Rate Sheet
Exhibit C - Earth Systems Proposal dated 6/28/24
Exhibit D - Standard Terms & Conditions

Exhibit A

Wallace Group Team Resource Estimate for the PP24-8207 Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project									
PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE) HRS	Assistant Resident Engineer (Jorge Avila) HRS	Prevailing Wage Construction Inspector (Jorge Avila) HRS	EarthSystems Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$220	\$170	\$180					
1	Pre-Construction	6	60			\$40	66	\$11,520	\$11,560
2	Construction (140 working days)	42	224	560		\$2,814	826	\$148,120	\$150,934
3	Post-Construction	4	32			\$201	36	\$6,320	\$6,521
4	Materials Testing (optional)				\$ 28,866				\$28,866
	SUB-TOTALS	52	316	560		\$3,055	928		
	WALLACE GROUP LABOR COSTS	\$11,440	\$53,720	\$100,800					\$165,960
	WALLACE GROUP DIRECT COSTS								\$3,055
	SUBCONSULTANT DIRECT COSTS				\$28,866				\$28,866
	DIRECT COSTS OVERHEAD @							15%	\$4,788
	TOTAL								\$202,669

Task Budgets may fluctuate within Overall Budget

Exhibit B
Standard Billing Rates



Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager	\$245
Principal.....	\$270

Public Works Administration Services:

Project Analyst I - IV	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III	\$170/\$175/\$185

Support Services:

Office Assistant	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

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

Invoicing and Interest Charges:

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



June 28, 2024

Proposal No.: SAL-24-06-016

Mr. Zachary Teske, P.E.
Wallace Group
612 Clarion Court
San Luis Obispo, California

PROJECT: LINCOLN CUNNINGHAM PARK – PHASE 1, ARTERIAL TRAIL PROJECT
SAN PABLO AVENUE
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Construction Inspection and Testing Services

Dear Mr. Teske:

As requested, Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the Lincoln Cunningham Park, Phase 1 – Arterial Trail Project in Seaside, California. This proposal is for geotechnical related consultation, observation, and compaction testing. Additionally, we have also included special inspection services related to the retaining wall.

Per the construction document provided to us, we understand the proposed pathways will be surfaced with different materials (concrete, decomposed granite, and aggregate base), approximately 60 feet of retaining wall with a maximum height of 4'8" will be constructed, and that improvements to the storm drainage system are planned. It is also our understanding that the installation of the retaining wall reinforcement bars will be inspected by others.

Geotechnical Observation, Special Inspection, and Testing Services

A construction schedule was not available during preparation of this proposal. The inspection coverages and site visits were estimated based on prior experience with jobs of a similar size and scope, and Lincoln Cunningham Park, Phase 1 – Arterial Trail project plans prepared by Whitson Engineers. Our anticipated services during construction are outlined as follows:

Geotechnical Observation and Testing Services

- Engineering Site Visits/Meeting Attendances
- Retaining Wall Foundation Excavation
- Grading Observation and Testing (pathway cuts and fills)
- Compaction Testing (subgrade/base grade)
- Compaction Testing (utility trench backfill)



Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete placement inspection and sampling (~~restrooms, pavilion, shade structure, light poles~~) **Retaining Wall, Vehicular Concrete**
- Conformance testing of concrete/shotcrete samples

Project Management and Report Preparation

- Project management and supervision
- Weekly certified payroll reported to the State of California as required by law
- Preparation of Final Verified Reports

Field compaction tests will be conducted in accordance with ASTM D 6938 (nuclear test method). Relative compaction will be determined by performing laboratory maximum density and optimum moisture tests in accordance with ASTM D 1557 and comparing it with the field compaction test.

The total cost of these services is dependent upon a number of factors, many of which are beyond our control. Among the cost determining factors are:

- The number of working days required by the contractor to complete each element of work.
- The number of different soil types to be utilized during site grading.
- The amount of difficulty encountered by the grading contractor in obtaining the specified compaction of materials.
- Weather and subsurface conditions encountered during grading operations.
- The amount of time our inspection services will be required each day of operation.

FEES

Earth Systems would provide our construction inspection and testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide Construction Inspection and Testing Services is **\$28,865.80**. Our



“Anticipated Scope of Services & Cost Estimate” worksheet is attached for your information and review.

Our actual fee will be based upon a Time and Materials basis per fee schedule in effect at the time of services. Standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charges based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Prevailing Wage field time will be subject to a four-hour minimum charge. Hourly fees for fieldwork and travel time will be charged on a portal-to-portal basis from our office in Salinas.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	06/07/2018	6/30/2027

*Professional Corporation License Number assigned by DIR March 27, 2015



Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that you will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems Pacific for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific


Amir Khodadadi, PE C87298
Principal Materials Engineer


Michelle Garcia, CEG
Senior Engineering Geologist

Attachments: Anticipated Scope of Services & Cost Estimate
July 2024, Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Lincoln Cunningham Park Trail Project

Date: 6/28/2024

Client: Wallace Group

Proposal No.: SAL-24-06-016

(This will be a "Prevailing Wage" Project)

DSA Masonry, Shotcrete and NDT (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
CWI & Special Inspector, (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
Technician (PW)	PW Hourly Rate (Group 3 & 4)	\$148.00
CWI Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Special Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Technician (Non-PW)	Hourly Rate--Technician	\$115.00
Mileage (per mile)	Mileage (per mile)	\$0.95

Construction Inspection and Testing Services

Geotechnical Observation and Testing Services

	Personnel	Trips	Hours or Units	Total	Rate	unit	Fee
Site Visit - Clear & Grub, sample pick up	Technician, PW	2	3	6	\$148.00	hr.	\$888.00
Grading Observation/Testing	Technician, PW	7	4	28	\$148.00	hr.	\$4,144.00
Site Visit - Grading Activities	Senior Professional	2	2	4	\$220.00	hr.	\$880.00
Utility Trench Backfill	Technician, PW	4	4	16	\$148.00	hr.	\$2,368.00
D.G. Paving Compaction Testing	Technician, PW	2	4	8	\$148.00	hr.	\$1,184.00
Compaction Testing - Flatwork, pathways, C&G SG/BG	Technician, PW	8	4	32	\$153.00	hr.	\$4,896.00
Retaining Wall Foundation Observation	Technician, PW	1	4	4	\$148.00	hr.	\$592.00
Nuclear Gauge	(Equipment)		84	84	\$15.00	hr.	\$1,260.00
Mileage		26	1014	1014	\$0.95	mi.	\$963.30
Subtotal							\$17,175.30

Special Inspection

	Personnel	Trips	Hours or Units	Total	Rate	unit	Fee
Concrete Placement and Sampling	Special Inspector, PW	5	4	20	\$153.00	hr.	\$3,060.00
Sample Pickups - Concrete Specimens	Technician	5	2	10	\$115.00	hr.	\$1,150.00
Mileage		10	390	390	\$0.95	mi.	\$370.50
Subtotal							\$4,580.50

Laboratory Testing

	Units	Total	Rate	unit	Fee
Maximum Density and Optimum Moisture: 4" Mold	2	2	\$300.00	ea.	\$600.00
Maximum Density and Optimum Moisture: 6" Mold	4	4	\$340.00	ea.	\$1,360.00
Concrete Cylinder Testing	5	25	\$50.00	ea.	\$1,250.00
Subtotal					\$3,210.00

Reports and Project Management

	Personnel	Total	Rate	unit	Fee
Project Management, Coordination, and Supervision	Senior Professional	6	\$220.00	hr.	\$1,320.00
Review and Consultation	Principal Professional	4	\$270.00	hr.	\$1,080.00
Final Reports (Interim & Final Grading; SI Final Affidavit)		2	\$750.00	ea.	\$1,500.00
Subtotal					\$3,900.00

Anticipated Scope of Services & Cost Estimate

Project: Lincoln Cunningham Park Trail Project

Date: 6/28/2024

Client: Wallace Group

Proposal No.: SAL-24-06-016

(This will be a "Prevailing Wage" Project)

DSA Masonry, Shotcrete and NDT (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
CWI & Special Inspector, (PW)	PW Hourly Rate (Group 1 & 2)	\$153.00
Technician (PW)	PW Hourly Rate (Group 3 & 4)	\$148.00
CWI Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Special Inspector (Non-PW)	Hourly Rate--Special Inspector	\$130.00
Technician (Non-PW)	Hourly Rate--Technician	\$115.00
Mileage (per mile)	Mileage (per mile)	\$0.95

Estimate Total: **\$28,865.80**



FEE SCHEDULE

(Effective July 1, 2024)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$270.00
Associate Professional	\$240.00
Senior Professional	\$220.00
Project Professional.....	\$180.00
Staff Professional	\$155.00
CWI & Special Inspector, Prevailing Wage*	\$153.00
Technician, Prevailing Wage*	\$148.00
Special Services/Caltrans Technician, Prevailing Wage*	\$148.00
Special Services Technician.....	\$130.00
CWI Inspector	\$130.00
Special Inspector.....	\$130.00
Technical Assistant.....	\$110.00
Technician	\$115.00
Clerical/Administrative	\$110.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$110.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2024.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$110.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$115.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$125.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$650.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional	\$225.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum	\$315.00
Expansion Index Test.....	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$300.00
Maximum Density and Optimum Moisture: 6" Mold	\$340.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$325.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$375.00
Hydro Collapse Potential	\$165.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 wash only	\$140.00
Sieve Analysis with wash	\$165.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, undisturbed	\$205.00
Swell Test, remolded	\$230.00
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$150.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$200.00
Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$170.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$450.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$285.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$45.00*
Compression Test of Cored Samples, cored at laboratory	\$120.00
Compression Test of cores delivered by others	\$100.00
Compression Test of Lightweight Concrete	\$50.00*
Density of Concrete Cylinders	\$80.00
Density of Hardened Concrete	\$105.00
Flexural Strength, Simple Beam with Third Point Loading	\$180.00
Grading of Shotcrete Cores	\$490.00
Sample Storage, monthly per sample	\$45.00
Shrinkage, set of 3	\$400.00
Unit Weight of Lightweight Concrete	\$130.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam	\$65.00

MASONRY

Absorption of Block, set of 3	\$165.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$60.00*
Compression Test on Block, set of 3	\$165.00
Compression Test on Grouted Prisms, includes cutting	\$165.00*
Compression Test on Masonry Cores	\$85.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$245.00
Moisture Content of Block as received, set of 3	\$105.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$170.00
Enviro. Recycling Fee, per masonry prism	\$3.00
Enviro. Recycling Fee, per mortar or grout sample	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$400.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$850.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3	\$240.00
Stabilometer, Hveem S-Value, set of 3.....	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included.....	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment.....	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrometer (per set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2024)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$200.00/Day
Non-Destructive Testing Equipment	\$45.00/hr
Manometer	\$155.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$260.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$80.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$25.00/ea.
Soil Sampling Containers (glass)	\$10.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$200.00/day
Torque Wrench	\$100/Day.
Water Level Indicator	\$55.00/day
Windsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	\$100.00
DSA Box Posting, ea	\$110
DSA Lab Compliance, per week	\$110
Vehicle Mileage Charge	\$0.95



EXPERT WITNESS SERVICES

(Effective July 1, 2024)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

Exhibit D
Terms and Conditions

Client and Consultant agree that the following provisions shall be part of their agreement:

Billings/Payments: Accrued fees and direct charges will be billed monthly by the Consultant and shall be due at the time of billing unless otherwise specified in this agreement. Failure of Client to make full payment within 30 days of the date of invoice, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Ownership of Documents: All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

Electronic Media: Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, Client agrees to indemnify and hold harmless and indemnify Consultant from all claims and expenses arising out of the modification or use of these materials.

Document Reuse: Client agrees not to reuse Consultant's drawings, specifications, or other related documents without Consultant's written consent. In the event that changes are made to the plans and specifications by the Client, his agents, or employees, the Client agrees to hold harmless and indemnify Consultant for any and all liability arising out of or resulting from such changes.

Indemnification: The Consultant shall indemnify and save harmless Client, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Consultant, and its officers, employees, agents or sub consultants arising out of or in connection with Consultant services to be performed under this agreement.

The Client shall indemnify and save harmless Consultant, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Client, and its officers, employees, agents or sub consultants arising out of or in connection with services to be performed under this agreement.

Certifications: Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Retention: If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

Attorneys' Fees: In the event any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the sum of the Consultant's fees or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, or breach of contract.

Termination of Services: The agreement may be terminated by the Client or the Consultant should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

EXHIBIT B
FEE SCHEDULE

Exhibit A

Wallace Group Team Resource Estimate for the PP24-8207 Seaside - Lincoln Cunningham Park - Phase 1 Arterial Trail Project									
PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE) HRS	Assistant Resident Engineer (Jorge Avila) HRS	Prevailing Wage Construction Inspector (Jorge Avila) HRS	EarthSystems Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$220	\$170	\$180					
1	Pre-Construction	6	60			\$40	66	\$11,520	\$11,560
2	Construction (140 working days)	42	224	560		\$2,814	826	\$148,120	\$150,934
3	Post-Construction	4	32			\$201	36	\$6,320	\$6,521
4	Materials Testing (optional)				\$ 28,866				\$28,866
	SUB-TOTALS	52	316	560		\$3,055	928		
	WALLACE GROUP LABOR COSTS	\$11,440	\$53,720	\$100,800					\$165,960
	WALLACE GROUP DIRECT COSTS								\$3,055
	SUBCONSULTANT DIRECT COSTS				\$28,866				\$28,866
	DIRECT COSTS OVERHEAD @							15%	\$4,788
	TOTAL								\$202,669

Task Budgets may fluctuate within Overall Budget

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

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

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- 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. 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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

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

Construction Management and Inspection Service for the Lincoln Cunningham Park –
Phase 1 Arterial Trail Project

EXHIBIT C

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.

EXHIBIT D
REQUEST FOR ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

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

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

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

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

EXHIBIT E
RESOLUTION 22-62
ON-CALL ENGINEERING SERVICES

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.

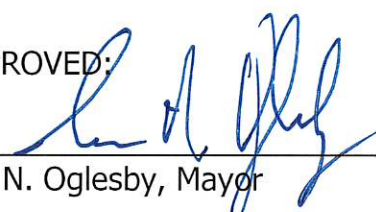
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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:

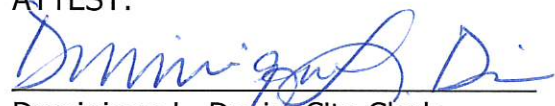
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



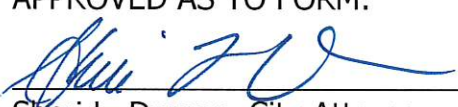
Ian N. Oglesby, Mayor

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